## **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, August 11, 2020

9:00 AM

Board of Supervisors Chambers

## **Board of Supervisors**

Erin Hannigan (Dist. 1) Chairwoman (707) 553-5363 Monica Brown (Dist. 2), Vice-Chair (707) 784-3031 James P. 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: <a href="mailto:clerk@solanocounty.com">clerk@solanocounty.com</a>. 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 <a href="mailto:clerk@solanocounty.com">clerk@solanocounty.com</a>.

#### **AGENDA**

CALL TO ORDER - 9:00 A.M.

**ROLL CALL** 

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

#### **PRESENTATIONS**

#### Sheriff's Office:

1 20-512

Adopt and present a resolution and plaque of appreciation honoring Custody Lieutenant Tina Davis upon her retirement from the Sheriff's Office with over 31 years of dedicated public service to Solano County (Supervisor Thomson)

Attachments: A - Resolution

2 20-511

Adopt and present a resolution and plaque of appreciation honoring Correctional Officer Donald Davis upon his retirement from the Sheriff's Office with over 29 years of dedicated public service to Solano County (Supervisor Thomson)

Attachments: A - Resolution

#### ITEMS FROM THE PUBLIC

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

#### ADDITIONS TO OR DELETIONS FROM THE AGENDA

#### APPROVAL OF THE AGENDA

#### **PUBLIC COMMENT ON CONSENT CALENDAR**

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

#### APPROVAL OF THE CONSENT CALENDAR

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

#### **CONSENT CALENDAR**

#### GENERAL GOVERNMENT

#### **County Administrator:**

Approve a \$1,713,057 Appropriation Transfer Request (ATR) to rebudget unspent appropriations in the County Disaster Fund (Fund 282) from FY2019/20 to FY2020/21 to cover ongoing expenses from the COVID-19 pandemic (4/5 vote required)

Support County participation in the Moving Solano Forward Phase III to update the Economic Development strategies in response to the impacts of the COVID-19 pandemic medical emergency to be coordinated by Solano EDC; Affirm support for Solano EDC efforts in seeking EDA grant funds made available by the Federal CARES Act legislation in 2020 for the Moving Solano Forward project update; Approve a County match contribution of \$50,000 from the General Expenditures budget; and Authorize the County Administrator to enter into a funding agreement with Solano EDC for this effort

Attachments: A - Scope of Work

#### <u>Information Technology-Registrar of Voters:</u>

5 20-556

Approve a new contract with GlideFast Consulting for \$150,000, for total contract amount not to exceed \$150,000, to provide managed services support through August 11, 2021 to provide technical services and support to the County's ServiceNow system; and Authorize the Chief Information Officer to execute the agreement and any amendments within 10% of the contract amount

Attachments: A - Contract

#### **HEALTH AND SOCIAL SERVICES**

#### **Health and Social Services:**

6 20-554

Adopt a resolution and plaque of appreciation honoring Melanie Cook, Mental Health Services Manager, upon her retirement from the Health and Social Services Department, Behavioral Health Division with 30 years of dedicated public service to Solano County

Attachments: A - Resolution

#### **CRIMINAL JUSTICE**

## Sheriff's Office:

7	20-513	Adopt a resolution and plaque of appreciation honoring Senior Legal Procedures Clerk Sandra Jones upon her retirement from the Sheriff's Office with over 32 years of dedicated public service to Solano County  Attachments: A - Resolution
8	20-514	Approve a plaque of appreciation honoring Correctional Officer Elbert Townsell upon his retirement from the Sheriff's Office with over 18 years of dedicated public service to Solano County
9	20-551	Approve the write-off of accounts receivable due to Solano County in the amount of \$123,774.54 related to Animal Care and Animal Control Services (4/5 vote required); Discharge the Sheriff's Office from further collection efforts; and Authorize the Sheriff's Office to remove these accounts from the County's accounting records  Attachments: A - Debt Schedule
10	20-555	Receive the Sheriff's Inmate Welfare Fund Report of Expenditures for Fiscal Year ending June 30, 2020  Attachments: A - IWF FY2019/20 Statement B - IWF FY2019/20 Expenditures

#### **OTHER**

## Workforce Development Board:

11	20-561	Approve a Workforce Development Board (WDB) of Solano County contract with Quali-Serv Janitorial for Janitorial, Maintenance, and Facilities Support services beginning July 1, 2020 through June 30, 2021 for an amount not to exceed \$56,400; and Authorize the Workforce Development Board President/Executive Director to sign the contract
		Attachments: A - Contract

**12 20-562** 

Approve a Workforce Development Board (WDB) of Solano County contract with Center for Employment Opportunities, Inc. to provide comprehensive services under the Prison to Employment Initiative for clients with criminal convictions beginning August 1, 2020 through June 30, 2021 for an amount not to exceed \$52,000; and Authorize the Workforce Development Board President/Executive Director to sign the contract

Attachments: A - Contract

#### **REGULAR CALENDAR**

#### **Rescheduled Consent Items**

#### Consider the following:

A)

B)

C)

#### **OES/PUBLIC HEALTH/RESOURCE MANAGEMENT**

#### Public Health/Resource Management:

**13 20-568** 

Receive a verbal update from Dr. Bela Matyas, Public Health Officer, Terry Schmidtbauer, Interim Director of Resource Management and Daniel Del Monte, Principal Management Analyst regarding the coronavirus disease 2019 (COVID-19) pandemic emergency response efforts

#### Office of Emergency Services:

**14 20-585** 

Receive a verbal update from Don Ryan, Emergency Services Manager, regarding Public Safety Power Shutoff (PSPS) and fire prevention and response efforts

#### GENERAL GOVERNMENT

#### County Administrator:

**15 20-588** 

Receive an update from staff on items discussed at the Board's Legislative Committee on August 3, 2020; Receive an update from the County's Federal Legislative Advocates on the status of legislation of interest to the County regarding the ongoing COVID-19 federal relief aid package negotiations; and Receive and update from the County's State Legislative Advocates on the status of legislation that is of interest to the County

Attachments:

A - HR 1957, Great American Outdoors Act

B - HR 7575, Water Resource Funding Act of 2020

C - SB 974, Inprove Water Infrastructure

D - Federal Legislative Udpate, August 5, 2020

E - State Bill Tracking Report

**16 20-552** 

Receive an update on the CARES Act funding to Solano County and approve the COVID-19 Pandemic emergency response expenditure plan; Delegate authority to the County Administrator to approve and submit the State required CARES Act expenditure reports and take all necessary action in administering Solano County CARES Act funding; and Delegate authority to the County Administrator to approve any necessary Appropriation Transfer Requests to recognize the unanticipated CARES Act funding and modify appropriations to allow Solano County to fully utilize CARES Act funding prior to the December 30, 2020 deadline

Attachments:

A - Solano County CARES Act Proposed Expenditure Plan

B - CARES Act Allocation - Counties and Select Cities

C - CARES Act Allocation - Cities

D - Coronavirus Relief Fund Guidance

E - CARES Act Audit Guidance

#### CRIMINAL JUSTICE

#### Sheriff's Office:

**17 20-548** 

Conduct a public forum in accordance with the State of California's TRUTH Act; and Receive a report on qualifying interactions with U. S. Immigration and Customs Enforcement (ICE)

Attachments: A - Presentation

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

#### **CLOSED SESSION**

18 20-592 Public Employee Performance Evaluation: County Counsel

Attachments: A - Memorandum

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

#### **ADJOURN:**

To the Board of Supervisors meeting of August 25, 2020 at 8:30 A.M., Board Chambers, 675 Texas Street, Fairfield, CA



## Solano County

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

#### Agenda Submittal

Agenda #:	1	Status:	Presentation

Type: Resolution-Presentation Department: Sheriff's Office

File #: 20-512 Contact: Angelica Russell, 784-7064

Agenda date: 08/11/2020 Final Action:

Title: Adopt and present a resolution and plaque of appreciation honoring Custody Lieutenant

Tina Davis upon her retirement from the Sheriff's Office with over 31 years of dedicated

public service to Solano County (Supervisor Thomson)

Governing body: Board of Supervisors

**District:** District 5

Attachments: A - Resolution

Date:	Ver.	Action By:			Action:	Result:
Published N	Notice Red	quired?	Yes _	NoX		
Public Hear	ing Requi	red?	Yes	No X		

#### **DEPARTMENTAL RECOMMENDATION:**

The Sheriff recommends that the Board of Supervisors adopt and present a resolution and plaque of appreciation honoring Custody Lieutenant Tina Davis upon her retirement from the Sheriff's Office with over 31 years of dedicated public service to Solano County.

#### SUMMARY/DISCUSSION:

Tina Davis began her career with the Solano County's Sheriff's Office as a Correctional Officer on September 12, 1988, promoted to Custody Sergeant on December 31, 1995, and promoted to Custody Lieutenant on June 16th, 2019, whereby she served until her retirement.

Custody Lieutenant Davis was a highly respected and valued member of the Sheriff's Office and will be greatly missed by her friends and co-workers. The resolution honors Tina Davis for over 31 years of service and commends her dedication and public service to Solano County. Custody Lieutenant Davis' official last date of employment with the Sheriff's Office was July 6, 2020.

#### FINANCIAL IMPACT:

The cost associated with preparing the agenda item is nominal and absorbed by the department's FY2020/21 Preliminary 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 may elect not to adopt a resolution and plaque of appreciation; however, this is not recommended,

#### File #: 20-512, Version: 1

as this is an opportunity to honor Custody Lieutenant Tina Davis for her years of public service to the Sheriff's Office and the citizens of Solano County.

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

None.

#### **CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

# Resolution No. 2020 -

# RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING CORRECTIONAL LIEUTENANT TINA DAVIS UPON HER RETIREMENT FROM THE SOLANO COUNTY SHERIFF'S OFFICE WITH OVER 31 YEARS OF DEDICATED SERVICE TO SOLANO COUNTY

**WHEREAS,** Tina Davis began her career with the Solano County's Sheriff's Office as a Correctional Officer on September 12, 1988, promoted to Custody Sergeant on December 31, 1995, and promoted to Custody Lieutenant on June 16, 2019, whereby she served until her retirement; and

**WHEREAS**, Lieutenant Davis' final assignment was as the Stanton Correctional Facility Commander. Lieutenant Davis worked numerous positions within the Custody Division including, but not limited to, the Scheduling Sergeant and Receiving Sergeant at the Justice Center Detention Facility; and

WHEREAS, Lieutenant Davis participated on the design, go-live and implementation of the first PC (Personal Computer) based computerized Inmate Management System (IMS); and

**WHEREAS**, Lieutenant Davis was selected for and managed multiple comprehensive time study projects regarding Custody Division operations; and

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

**WHEREAS,** Lieutenant Davis retired on July 7, 2020 with over 31 years of outstanding and dedicated service to Solano County.

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

Dated this 11th day of August, 2020

ERIN HANNIGAN, Chairwoman Solano County Board of Supervisors
ATTEST: BIRGITTA E. CORSELLO, Clerk Solano County Board of Supervisors
By:



## Solano County

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

#### Agenda Submittal

Agenda #:	2	Status:	Presentation

Type: Resolution Department: Sheriff's Office

File #: 20-511 Contact: Angelica Russell, 784-7064

Agenda date: 08/11/2020 Final Action:

Title: Adopt and present a resolution and plaque of appreciation honoring Correctional Officer

Donald Davis upon his retirement from the Sheriff's Office with over 29 years of dedicated

public service to Solano County (Supervisor Thomson)

Governing body: Board of Supervisors

District: District 5

Attachments: A - Resolution

Date:	Ver.	Action By	:		Action:	Result:
Published N	Notice Reg	uired?	Yes	No X		

Public Hearing Required? Yes \_\_\_\_\_No\_X\_

Public Hearing Required? Yes \_\_\_\_\_No\_X

#### **DEPARTMENTAL RECOMMENDATION:**

The Sheriff recommends that the Board of Supervisors adopt and present a resolution and plaque of appreciation honoring Correctional Officer Donald Davis upon his retirement from the Sheriff's Office with over 29 years of dedicated public service to Solano County.

#### SUMMARY/DISCUSSION:

Officer Davis began his career with the Solano County's Sheriff's Office as a Correctional Officer on March 5, 1991 where he served until his retirement.

Officer Donald Davis was a highly respected and valued member of the Sheriff's Office and will be greatly missed by his friends and co-workers. The resolution honors Donald Davis for over 29 years of service and commends his dedication and public service to Solano County. Officer Davis' official last date of employment with the Sheriff's Office was July 6, 2020.

#### FINANCIAL IMPACT:

The cost associated with preparing the agenda item is nominal and absorbed by the department's FY2020/21 Preliminary 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 may elect not to adopt a resolution and plaque of appreciation; however, this is not recommended, as this is an opportunity to honor Correctional Officer Donald Davis for his years of public service to the Sheriff's Office and the citizens of Solano County.

File #: 20-511, Version: 1

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

None.

#### **CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

# Resolution No. 2020 -

# RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING CORRECTIONAL OFFICER DONALD DAVIS UPON HIS RETIREMENT FROM THE SOLANO COUNTY SHERIFF'S OFFICE WITH OVER 29 YEARS OF DEDICATED SERVICE TO SOLANO COUNTY

**WHEREAS**, Donald Davis began his career with the Solano County's Sheriff's Office as a Correctional Officer on March 5<sup>th</sup>, 1991 where he served until his retirement; and

**WHEREAS**, Officer Davis worked numerous positions within the Custody Division including, but not limited to, Fairfield Superior Courts Court Holding, Justice Center Detention Facility Receiving Officer and various Task Officer and Receiving Officer assignments at the Stanton Correctional Facility; and

**WHEREAS**, Officer Davis was one of the initial team members who qualified and was selected as an Operator on the Sheriff's Office Custody Response Team in 2002 and participated on over 200 Custody Response Team callouts including multiple marijuana eradication missions; and

**WHEREAS**, Officer Davis was selected to participate on the Stanton Correctional Facility Transition Team and was a critical component in providing project security as well as overseeing the construction and initial opening operations of the Sheriff's Office newest correctional facility; and

**WHEREAS**, Officer Donald Davis was a highly respected and valued member of the Sheriff's Office and will be greatly missed by his friends and coworkers; and

**WHEREAS,** Officer Davis retired on July 7, 2020 with over 29 years of outstanding and dedicated service to Solano County.

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

Dated this 11th day of August, 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:	Consent Calendar
Type:	ATR	Department:	County Administrator
File #:	20-526	Contact:	Anne Putney, 784-6933

Agenda date: 08/11/2020 Final Action:

Title: Approve a \$1,713,057 Appropriation Transfer Request (ATR) to rebudget unspent

appropriations in the County Disaster Fund (Fund 282) from FY2019/20 to FY2020/21 to

cover ongoing expenses from the COVID-19 pandemic (4/5 vote required)

Governing body: Board of Supervisors

District: All

Attachments:

Date:	Ver.	Action By:			Action:	Result:
Published	l Notice R	Required?	Yes	No _X		
Public He	aring Red	quired?	Yes	No X		

#### **DEPARTMENTAL RECOMMENDATION:**

The County Administrator's Office recommends that the Board of Supervisors approve a \$1,713,057 Appropriations Transfer Request (ATR) to rebudget unspent appropriations in the County Disaster Fund (Fund 282) from FY2019/20 to FY2020/21 to cover ongoing expenses from the COVID-19 pandemic (4/5 vote required)

#### SUMMARY/DISCUSSION

On February 27, 2020, the County Administrator signed a Proclamation of Local Emergency in response to an extreme threat to public health caused by the Novel Coronavirus (COVID-19) in Solano County. The Proclamation was ratified by the Board on March 2, 2020, followed by declarations from the State and federal governments on March 4 and 6 respectively. As of July 29, 2020, there have been 3,283 confirmed cases of COVID-19 in Solano, and 36 COVID-19 related deaths.

On May 5th, 2020, the Board authorized the use of up to \$2,000,000 in General Fund Contingency to pay for costs related to COVID-19 emergency response, pending reimbursement from state and federal emergency appropriations, and approved an Appropriation Transfer Request (ATR) increasing expenditures in Fund 282 County Disaster Fund by \$2,000,000.

The funds reflected in the County Disaster Fund were authorized to address COVID-19 emergency response costs in Solano County. The fund is used to collect costs which are FEMA reimbursement eligible. The County's actual costs reported for COVID-19 in the County Disaster Fund through June 30, 2020 were approximately \$286,944. This cost represents direct COVID-19 charges which have been

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billed to the County Disaster Fund in FY2019/20 and primarily reflect Services and Supplies charges. The costs reported in the County Disaster Fund do not represent total County costs for COVID-19 as in many cases department COVID-19 costs remain in Department budgets. County staff are working to compile COVID-19 costs countywide and will returning to the Board with a CARES Act update on August 11, 2020 to provide a more comprehensive update on County costs for COVID-19. Additionally, costs continue to be incurred as the number of COVID-19 cases rises in Solano County and throughout the State. While it is difficult to predict exact costs, staff projects that the remaining unspent FY 2019/20 appropriations in the County Disaster Fund will be necessary for critical expenditures that arise prior to the receipt of Coronavirus Relief Fund monies and other federal and State reimbursements for which the County may be eligible. Therefore, the County Administrator is recommending the Board approve the rebudget of \$1,713,057 in unspent funds allocated in FY2019/20 into the FY2020/21 County Budget to address COVID-19 costs.

#### FINANCIAL IMPACT:

There is no additional impact to the General Fund to transfer the previously authorized unspent appropriations. Any remaining appropriations at the end of FY2020/21 may be returned to General Fund Contingency. 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 not to approve the ATR and instead consider funding when staff returns to the Board in September for Recommended and Supplemental Budget discussions; however, this is not recommended as COVID-19 related costs continue to be incurred and invoices will be payable prior to the adoption of the FY2020/21 Budget.

#### OTHER AGENCY INVOLVEMENT:

The Auditor-Controller has reviewed the staff report and concurs with the CAO recommendation.

#### **CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



## **Solano County**

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

#### Agenda Submittal

Agenda #:	4	Status:	Consent Calendar
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Type: Miscellaneous Department: County Administrator

**File #:** 20-581 **Contact:** Birgitta E. Corsello, 784-6100

Agenda date: 08/11/2020 Final Action:

Title: Support County participation in the Moving Solano Forward Phase III to update the

Economic Development strategies in response to the impacts of the COVID-19 pandemic medical emergency to be coordinated by Solano EDC; Affirm support for Solano EDC efforts in seeking EDA grant funds made available by the Federal CARES Act legislation in 2020 for the Moving Solano Forward project update; Approve a County match contribution of \$50,000 from the General Expenditures budget; and Authorize the County Administrator

to enter into a funding agreement with Solano EDC for this effort

Governing body: Board of Supervisors

District: All

Attachments: A - Scope of Work

Date:	Ver.	Action By	<b>'</b> :		Action:	Result:
Published N	otice Red	quired?	Yes _	No <u>X</u>		
Public Heari	ng Requi	ired?	Yes	No <u>X</u> _		

#### **DEPARTMENTAL RECOMMENDATION:**

The County Administrator's Office recommends that the Board:

- Support County participation in the Moving Solano Forward Phase III to update the Economic Development strategies in response to the impacts of COVID-19 pandemic medical emergency to be coordinated by Solano EDC;
- 2. Affirm support for Solano EDC efforts in seeking EDA grant funds made available by the Federal CARES Act legislation in 2020 for the Moving Solano Forward Project update;
- 3. Approve a County match contribution of \$50,000 from the General Expenditures budget; and
- 4. Authorize the County Administrator to enter into a funding agreement with Solano EDC for this effort

#### **SUMMARY**:

It has been several years since the Moving Solano Forward Economic Development Strategy (Phase I 2014) and 2017-2022 Implementation and Action Plan (Phase II 2017) were completed. Solano EDC, as the agreed upon lead agency for the ongoing implementation of the strategies and Action Plan provides the support role for the County, the seven cities and the business community. The Solano EDC has suggested that given the potentially significant changes that the COVID-19 Pandemic medical emergency may have on businesses and how business is conducted in the future that it is an opportune time to do a review and update to the Moving Solano Forward documents, assumptions and tools that were developed and are in use today.

Solano EDC has identified a competitive grant opportunity of \$480,000 to help fund the work and is seeking support for them to lead the effort, is asking the cities and the county to provide staff to the technical support

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group and ask for a financial match and elected official participation if the grant application is successful. The April 2020 Federal Government's CARES Act Recovery Assistance included grant fund opportunities through the US Economic Development Administration which requires a 20% match. The estimated project is approximately 18-months and \$600,000 and the match would be \$120,000. This effort, if funded through the grant, would be led and coordinated by Solano EDC. The County Administrator is recommending that the Board approve a County match of \$50,000 which is being matched by the cities and STA. The draft scope of work is provided in Attachment A

#### FINANCIAL IMPACT:

Solano EDC estimates that the cost of the Moving Solano Forward Update (Phase III) is \$600,000. Solano EDC is seeking a grant from the US Economic Development Administration for \$480,000, which requires a match of 20% (\$120,000). Each city and the County have been asked to participate, both financially and with elected and staff support if the grant application is successful. A proposed cost share was developed, and each city and the County were asked to secure approval. Smaller cities (Benicia, Rio Vista, Suisun City) -\$5,000 each; larger cities (Fairfield, Vacaville, Vallejo) \$10,000 each; STA \$10,000; Solano EDC staff in kind \$10,000; and the County \$50,000.

It should be noted that in the Moving Solano Forward Phase 1 & Phase II projects, the County Administrator's Office committed substantial staff time given as in-kind match for the two OEA grants to coordinate with the consultants and prepare the required grant funding financial and programmatic reports that were required by the grants. Those previous efforts resulted in the economic studies, plans and implementation strategies that exist and are in use today which are in need of a review and update given the likely business challenges and changes due to COVID- 19.

#### **DISCUSSION:**

#### Background

The County of Solano in partnership with the seven cities and the business community in 2013 undertook an initial economic study to develop strategies for the local economy to become more diverse following the impacts of the Great Recession during 2007-2009 that impacted the local economy with high unemployment, high numbers of foreclosures, dropping housing values that lingered even after the bay area and Sacramento regions had started to recover. The initial project was funded through a grant from the Federal Office of Economic Assistance (OEA) secured by the County Administrator's Office. The grant funds were matched by county funds and staff time along with staff time provided by each city and the STA. The economic research study and work were coordinated through a contract with Solano EDC and several consultants which resulted in the Moving Solano Forward - Growing the Next Economy report in 2014. This final report was 300 pages of detailed data analyzing the region and the local economy which documented several key findings including:

- The county's economy is much less diverse than the surrounding areas. Four economic sectors comprise most of the employment in the county (government, health care and social assistance, retail trade, accommodations, and food service).
- Strong population and employment growth are anticipated over the next ten years, relative to the previous decade.
- One of the county's strengths is lower cost of living and larger percentage of affordable housing as compared to other communities in the region.
- A significant number of county residents commute out of the Solano County.
- More than 70% of the county businesses have fewer than ten employees and 85% have fewer than 20 employees.
- The report included a recommendation that the county and cities work to diversify away from a government dominated economy by taking actions to diversify and strengthen other clusters of

#### File #: 20-581, Version: 1

business in the economy.

The initial Moving Solano Forward Report of 2014 included a Strategy that created a framework for the local economy with a vision, objectives, and several goals outlined as phases.

Goals Phase I Economic Diversification Strategies: enhance countywide development capacity, strengthen economic development and workforce development programs and services, and improve quality of life for county residents and businesses.

Goals Phase II Implementation Plan included: 1) Create and sustain a robust business retention and expansion program that addresses the needs of existing businesses; 2) Promote and market Solano County as a location of choice for traded sector businesses; 3) Champion projects that improve the Solano County's business climate and competitiveness; and 4) Create and maintain a one-stop data source used by business, corporations, site selectors and others to make strategic decisions.

In 2015 the County was able to secure a second OEA grant, which was also managed by the County Administrator's staff, again contracted with Solano EDC and a team of consultants, and supported by the seven cities and the business community. This second effort referred to as Moving Solano Forward Phase II began in 2015 and was completed in April 2017. The focus was on implementing the recommendations proposed in the Moving Solano Forward Phase I report, developing a web presence and data warehouse/repository, establishing a planned capital investment projects outline for the County and the cities' 2017-2022 CEDS Action Plan. It also included an update of the economic data and a review of the changes in the industry clusters.

#### **Proposed Moving Solano Forward III project**

Solano EDC is proposing to update the Moving Solano Forward Economic Development Strategy 2017-2022 and to focus on economic retention and expansion in a post COVID-19 pandemic business environment. Attachment A is the proposed scope of work. The focus of the Phase III project will include:

- Economic overview and impact of COVID-19
- Short term recommendations for business support and expansion
- Update on the opportunity sites identified in Phase II including a look at transportation infrastructure needs
- Update on business and industry analysis
- Long term economic resiliency strategies

The update will build on the work completed in 2017 and includes looking at adding additional economic tools, a review and update the site evaluations, expanding the business tracking software and adding to the economic data and marketing materials.

#### OTHER AGENCY INVOLVEMENT:

The Solano EDC has taken the initial action to make a proposal supported in concept by the Solano EDC Executive Board. Each city was asked to approve a contribution in terms of a cash contribution and staff time. The Solano Transportation Authority Board has approved its participation and contribution. If funded by EDA, the project will include a public process that engages the business community and each community.

# Moving Solano Forward III: Solano County Recovery and Resilience Strategy Scope of Work

#### 1) Overview

- a. Undertake a comprehensive analysis of the Solano County economy and evaluate the economic impact of Covid-19 by business sector and cluster.
- b. Review Moving Solano II recommendations and develop a work plan for completion of tasks still to be undertaken.

Deliverable: Written Report and Presentations Due Date2/19/21

#### 2) Economic challenges and opportunities due to Covid-19

- a. Analyze changes to businesses and workforce (working environment, space needs, reuse, and viability of certain sectors) and develop a strategy to address the negative impacts and to take advantage of the positive changes.
- b. Evaluate opportunities due to workers working from home and potential for remote shared office space.
- c. Develop reuse strategies for vacant commercial spaces due to a changing marketplace and Covid-19.
- d. Analyze supply chain challenges and opportunities due to Covid-19 and potential onshoring.
- e. Develop specific strategies to restart key sectors identified Task 1 and potential programs, funding and organizational structures to implement strategies.

Deliverable: Written Report and Presentation Due Date: 4/16/21

#### 3) Short-Term "Triage"

- a. Evaluate current retention and expansion efforts and using "best practices" develop a business retention and expansion strategy by business sector.
- b. Develop specific recommended programs to support existing businesses and develop cost estimate to implement and identify potential funding sources and organizational structures to implement.
- c. Determine demand, feasibility and capacity for business financing programs as a key program to retention and expansion. This could include a county-wide revolving loan program, partnerships with local lenders, and/or community specific programs.
- d. Analyze obstacles for growth in high opportunity clusters and develop specific recommendations to mitigate these obstacles.

Deliverable: Written Report/Workplan/Implementation Strategy Due Date: 7/23/21

#### 4) Opportunity Sites & Opportunity Zones

a. Update the countywide industrial site inventory by tiers.

- b. Evaluate specific actions needs to move sites to be shovel ready by jurisdiction, including preliminary cost estimates and potential funding options.
- c. Identify programs and financing options to finance new or upgrade existing infrastructure, including digital
- d. Develop specific strategies to market and attract investment and development development within Opportunity Zones

Deliverable: Written Report/Mapping/Site Data Base Due Date: 11/26/21

#### 5) Business & Industry Analysis

- a. Evaluate and update/revise industry cluster analysis and link clusters to specific locations within County
- b. Evaluate current business attraction efforts and develop recommendations, including diversification strategies, identify high opportunity attraction and expansion potential, and develop strategies to increase competitiveness, including identifying areas that need to be addressed to be more competitive.
- c. Develop a strategy to attract Direct Foreign Investment

Deliverable: Written Report/Implementation Plan/Presentations Due Date: 3/25/22

#### 6) Long Term Resiliency Plan

- a. Identify opportunities/constraints in priority development and production areas to facilitate job growth, development and expansion.
- b. Develop a strategy to tie economic development, job growth, housing and transportation goals countywide.
- c. Summarize economic benefits to businesses countywide and local jurisdictions from implementing the recommended strategies and linking economic development, job growth, housing and transportation goals.

Deliverable: Written Report/Workplan/Presentations Due Date: 6/30/22



## Solano County

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

## Agenda Submittal

Agenda #:	5	Status:	Consent Calendar
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Type: Contract Department: Information Technology - Registrar of Voters

File #: 20-556 Contact: Tim Flanagan, 784-2703

Agenda date: 08/11/2020 Final Action:

Title: Approve a new contract with GlideFast Consulting for \$150,000, for total contract amount

not to exceed \$150,000, to provide managed services support through August 11, 2021 to provide technical services and support to the County's ServiceNow system; and Authorize the Chief Information Officer to execute the agreement and any amendments within 10%

of the contract amount

Governing body: Board of Supervisors

District: All

Attachments: A - Contract

Date:	Ver.	Action By:	Action:	Result:

Published Notice Required? Yes \_\_\_\_\_No \_X \_ Public Hearing Required? Yes \_\_\_\_\_No \_X

#### **DEPARTMENTAL RECOMMENDATION:**

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

- 1. Approve a new contract with GlideFast Consulting. for \$150,000, for total amount not to exceed \$150,000, to ensure managed services support through August 11, 2021 to provide technical services and support to the County's ServiceNow system; and
- 2. Authorize the Chief Information Officer to execute the agreement and any amendments within 10% of the contract amount.

#### SUMMARY/DISCUSSION:

The Department of Information Technology contracted with GlideFast Consulting for a six-month term on February 24, 2020, for \$74,500, to provide ongoing support for the ServiceNow system. This limited term contract was a probationary engagement that allowed DOIT to evaluate the quality of managed service provider before committing to a long-term investment. Over the term, the vendor has demonstrated its value by providing high-quality managed services in required application and infrastructure technology domains. The department is recommending that the Board approve a new managed services support contract through August 11, 2021 to provide technical services and support ServiceNow.

The ServiceNow System has been in use by IT since January 2019 and recently released to the County as "Solano Connect" a single source IT Service Portal for accessing all IT services and information. The ServiceNow system also consolidated and replaced three disparate legacy ticketing systems, certifies compliance with critical IT controls, serves as a trusted data source/monitoring for network enabled

#### File #: 20-556, Version: 1

devices/infrastructure, and measures IT service delivery performance. The solutions functionality is updated consistently by ServiceNow and the County team also aligns functionality based upon new business demands/needs such as automating new employee onboarding, password resets, audio/visual services, etc. These activities are above and beyond the normal maintenance for the application.

The County has contracted with GlideFast for six months, since February 2020 to provide technical and support services during the integration, automation and implementation of core IT Operations Management, IT Service Management, and IT Business Management functionality components. The proposed contract with GlideFast provides application support through a managed services contract including functional, technical, upgrade and infrastructure support as needed.

#### FINANCIAL IMPACT:

The contract total is \$150,000 with a 12-month contract term or through August 11, 2021. There are sufficient budget appropriations for this contract in the Department of Information Technology's FY2020/21 Preliminary Budget and it is already included in budgeted allocations to departments. The costs associated with preparing this agenda item are nominal and absorbed by the department's FY2020/21 Preliminary Budget.

#### **ALTERNATIVES:**

The Board could choose to not approve this amendment, but this is not recommended, as the contract ensures critical technical and infrastructure support for the ServiceNow applications.

#### OTHER AGENCY INVOLVEMENT:

County Counsel, County Administrator's Office, and the Department of Information Technology were involved in the development and review of the contract with GlideFast Consulting and concur with the recommendation to approve this amendment.

#### **CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



## **County of Solano Standard Contract**

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

BUDGET ACCOUNT: 1871

SUBOBJECT ACCOUNT: 2236

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

#### GlideFast Consulting

CONTRACTOR'S NAME

- 2. The Term of this Contract is: August 12, 2020 to August 11, 2021
- 3. The maximum amount of this Contract is:

\$150,000.00

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 29, 2020.

CONTRACTOR			COUNT	COUNTY OF SOLANO		
GlideFast Consulting			DEPARTMENT HEAD O	OR DESIGNEE		
 SIGNATURE			675 Texas Street, S  ADDRESS Fairfield	Suite 3700  CA 94533		
Michael Yee, Chief So			СІТҮ	STATE ZIP CODE		
444 Washington Stree	et, Suite 405		Approved as to Form:	_		
Woburn	MA	01801	COUNTY COUNSEL, D Ryan FitzGemid	eputy		
CITY	STATE	ZIP CODE				

Rev. 1/25/12

County of Solano Exhibit A
Standard Contract Scope of Work

#### EXHIBIT A SCOPE OF WORK

1. Contractor shall perform those services specified here. Contractor's services are described in various attachments and exhibits, each of which is incorporated into this Contract by this reference which define and describe the Project to be undertaken by Contractor. County has materially relied upon the representations of Contractor as may have been made in County's selection of Contractor for this Project. Contractor agrees to perform or secure the performance of all specified services in their entirety within the maximum payment specified.

The Scope of Services includes the following document:

a. Contractor's Statement of Work for the Project, entitled GlideFast Remote Services (GRS) attached as Exhibit A-1.



## **Solano County**

## **GlideFast Remote Services (GRS)**

**Statement of Work (SOW)** 

Electronic Copy

August 12, 2020

**GLIDEFAST CONSULTING, LLC** 

444 Washington Street, Suite 405

Woburn, MA 01801

Phone: (339) 999-2190

This Statement of Work (SOW) includes data that shall not be disclosed outside Solano County or GlideFast Consulting and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this solicitation. This restriction does not limit Solano County's right to use information contained in this SOW if it is obtained through another source without restriction.

## County of Solano - Exhibit A-1





## County of Solano - Exhibit A-1

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## Contact Information

Solano County Billing Information		GlideFast Site Information		
Invoices will be sent to the contact and address shown below.		Professional services will be performed at the offices shown below.		
Company	Solano County	Company	GlideFast Consulting	
Address		Address	444 Washington St., Suite 405	
			Woburn, MA 01801	
Contact		Contact	Mike Lombardo	
Phone		Phone	339-999-2190	
Fax		Fax	978-560-0615	
Email		Email	mike.lombardo@glidefast.com	

Solano County Administrator Contact		GlideFast Contact		
Contact	Melissa Cuevas	Contact	Luann Butera	
Address	675 Texas Street, Suite 3700	Address	444 Washington St., Suite 405	
	Fairfield, CA 94533		Woburn, MA 01801	
Phone	707-784-3024	Phone	617-605-1554	
Fax	707-784-4883	Fax	978-560-0615	
Email	KMCuevas@solanocounty.com	Email	luann.butera@glidefast.com	



#### 1 Scope of Engagement

#### 1.1 Services

GlideFast Remote Services (GRS), uniquely offers the services of senior technical, analytical, architectural, and implementation resources on an as needed basis.

This initial statement of work calls for GlideFast to be available to Solano County for services to include any of the following:

- Business Process Consulting
- Architectural Design/Review and/or Platform Management
- Business Analysis/Requirements Gathering
- Development work, including but not limited to
  - Assistance needed with custom applications
  - Scripts, technical architect and workflow
  - Service Portal configurations
  - Catalog / services defined or configured
  - o Troubleshooting, diagnosing
- Training
- Strategic Planning and Production of Roadmaps from a Process and/or Architectural Perspective
- Administrative assistance, task may include but not limited to
  - o Email, form, data, report, and dashboard administration
  - Account Management
  - o Minor configuration/Enhancement

The following are services not covered by this SOW:

- Any development work related to ServiceNow Discovery
  - Resources are available to support Discovery, but it's not included in this SOW
- Any development work related to Service Mapping
  - Resources are available to support Service Mapping, but it's not included in this SOW

#### 1.2 Deliverables

Deliverables will be agreed upon between Solano County and GlideFast via email or written statement of work as requested by Solano County Executive Sponsor or Platform Owner. Request can also be put into GlideFast's ServiceNow instance.

GlideFast will provide a weekly update on activities completed the week prior and hours used.

An initial set of deliverables has been outlined below. This list is not inclusive and will be worked based on direction from Solano County and within the available hours.



#### Defect Mitigation & Roll-Out Support:

- Provide dedicated remote support for SNOW platform defect mitigation during pilot phase and all county roll-out.
- Assess, fix, test, and promote defect resolutions across platform instances.
- Provide fulfiller and end-user training, process guidance and dedicated Solano Connect portal support.
- Provide dedicated support with all county roll-out of the Solano Connect/ServiceNow platform

#### **Annual Upgrade**

- Develop, plan, execute, and manage ServiceNow platform upgrade from London to New York
- Develop technical upgrade runbook/documentation inclusive of test, communication, and migration plans
- Perform defect remediation and facilitate UAT
- Execute all code promotion activities within the Solano Country ServiceNow instance stack

#### **Development Support**

#### IT Service Catalog:

- Develop IT facing service Catalog inclusive of the following service request:
  - Server Request, VPN firewall, Hard Drive Destruction
- Develop and enhance service request for customer facing services:
  - Request Hardware and Software
  - Phone request
- Develop internal facing catalog:
  - Identify and build internal services requested by IT staff

#### Reporting:

Develop Performance Analytics coding structure for advanced reporting and metrics

#### Configuration Management:

- Code requirements defined by IT staff into CMDB rules
- Automate compliance and data integrity

#### **System Notifications:**

- Redesign system notifications (workflow inbound and actions)
- Adjust existing and create new workflows
- Review or Create new security rules
- Provide related, relevant documentation identified and requested by Solano personnel, as determined by working sessions
- Project, Demand, Resource, Idea, and Portfolio Management

#### System Integrations:

Plan, configure, and implement CyberArk Integration with key stakeholders

#### Platform/Application Development:



- Evaluate existing Service Trak and Teletrack Access Database
- Design, Build, and Configure custom application on SNOW platform

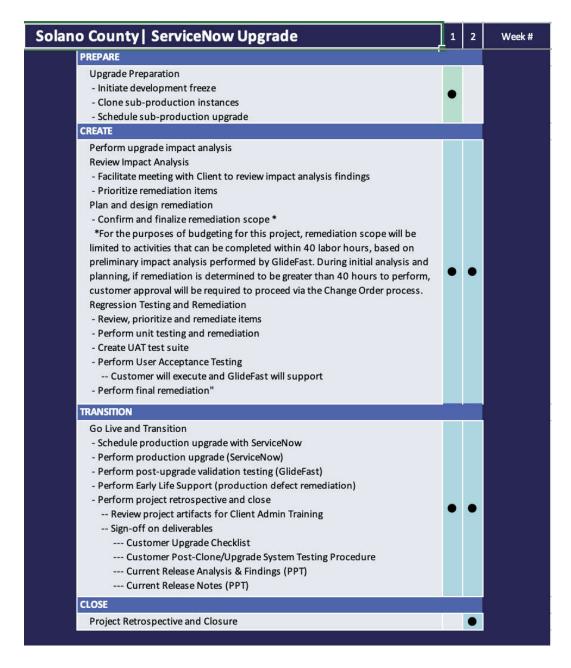
#### Portal Development:

Provide development support for enhancements to Solano Connect, self-service portal for end-users

#### Data Administration:

Handle request to maintain data within ServiceNow instance

#### Upgrade Plan:





## 2 Schedule and Fees

This project's schedule and fees are defined as follows:

#### 2.1 Schedule

Tentative Project	Tentative Project	Estimated	Estimated	Estimated
Start Date	End Date	Total Months	Effort/Month	Total Effort
August 12, 2020	August 11, 2021	12 Months	80 Hours	960 Hours

#### 2.2 Fees

Service Description	Published Hourly Rate	Solano County Hourly Rate	Estimated Monthly Cost (\$)	Subtotal (\$)
GlideFast Remote Services (GRS)	\$195	\$150	\$12,000	\$144,000

#### 2.3 Expenses

Expense Description (Optional if approved by Executive Sponsor)	Estimated Total Cost (\$)
Estimated Travel Expenses	\$6,000

#### 2.4 Payment Terms

GlideFast shall submit invoices monthly, according to the frequency below, payable thirty (30) days after receipt of each invoice.

- Services will be invoiced on the last day of the month until the balance has been paid in full.
- Payment Terms are net 30.
- Fees will be calculated at the hourly rate defined above.
- This is a <u>Time and Materials (T&M)</u> contract. Only the hours consumed for this project will be invoiced. Solano County will never be billed for work not performed.



#### 3 Terms and Assumptions

- The contract will begin on the agreed upon start date and conclude on the agreed upon end date.
- Unused hours will expire three (3) months after agreed upon end date.
- This contract's timeframe may be extended with a change order.
- GlideFast will do their best to accommodate any requests for additional hours above those committed for the agreement but cannot guarantee availability of resources.
- GlideFast will try to accommodate requests for scheduling changes on short notice but requests at least two weeks' notice for any changes to pre-agreed schedule.
- Work on this engagement will occur primarily in a remote setting. Onsite availability is only included in this Statement of Work up to the amount of travel expenses agreed upon under <u>Expenses</u> in Section 2 of this SOW.
- The GlideFast resource(s) will provide good faith estimates of effort for all work requested by Solano County.
- GlideFast cannot guarantee completion of any development or activity assigned by Solano County. A best effort
  will be made to complete work in the available hours. GlideFast will work with Solano Country to estimate work
  before starting to ensure there is not incomplete work.
- GlideFast shall not be responsible for the development or operational performance of any third-party partners or products.
- GlideFast shall not be responsible for delays, due to the lack of access, facilities, cooperation or information requested by GlideFast or changes requested by Solano County.
- One weeks' notice is requested for changes or extensions to the agreement.
- GlideFast will provide services under this proposal during normal business hours 8:00am 5:00pm PST, Monday through Friday, except on Glidefast designated holidays, unless otherwise agreed to in writing. Resources are flexible to meet the client needs.
- All GlideFast project members are full-time US Based employees who will be normally available during the beforementioned working hours.
- Solano County will provide the required resources and ensure active participation to ensure the implementation is successful. This will include executive decision maker, project leadership and management, subject matter experts, and technical resources.
- Solano County is responsible for definition and documentation of the business processes within scope for this implementation and implementing all business process changes required to support the implementation. GlideFast will support Solano County in this effort.
- It is assumed that the GlideFast resources will have remote access to Solano County's ServiceNow instances and that Solano County makes appropriate technologies for remote work available.
- GlideFast resources will be able to use their GlideFast laptop for development efforts.
- Solano County is responsible for conducting the end-user Quality Assurance (QA) and UAT testing prior to production deployment/go-live, unless otherwise state in this document. GlideFast will support Solano County in this effort.
- Solano County acknowledges that its participation and cooperation is critical for successful service delivery.
- Only English language services are in-scope.
- Solano County will supply all information to be imported in a supported format. GlideFast will not be responsible for data modification, cleansing or alteration before, during or after importing data. Supported formats are listed on the ServiceNow Docs site.



#### 4 Client Authorization

THIS SOW, EFFECTIVE AS OF THE LAST SIGNATURE DATE NOTED BELOW ("EFFECTIVE DATE"), SETS FORTH SERVICES TO BE PROVIDED BY GLIDEFAST AND SOLANO COUNTY ENTITY SET FORTH BELOW ("SOLANO COUNTY").

BY EXECUTING THIS SOW, GLIDEFAST AND SOLANO COUNTY ACKNOWLEDGE AND AGREE THAT THE TERMS AND CONDITIONS OF THE MASTER CONSULTING SERVICES AGREEMENT OR THE LIKE EXECUTED BY THE PARTIES, IF ANY ("AGREEMENT") SHALL GOVERN THE SERVICES PERFORMED HEREUNDER ("SERVICES"). IN THE EVENT OF ANY CONFLICT, THE TERMS OF THIS SOW SHALL CONTROL WITH RESPECT TO THE SERVICES SET FORTH HEREIN.

GlideFast Consulting		Solano County		
Ву:		Ву:		
	(Authorized Signature)		(Authorized Signature)	
Name:	Michael Yee	Name:		
Title:	Chief Solutions Officer	Title:		
Date:	/31/2020   8:45 PDT	Date:		
•		PO#		
			(enter PO# to use on invoice if applicable)	

THIS PROPOSAL OR ANY TERMS INCLUDED THEREIN SHALL BE VALID UNTIL <u>August 31, 2020</u> AT WHICH TIME IT WILL EXPIRE UNLESS ACCEPTED ABOVE.



County of Solano Exhibit B
Standard Contract Budget

# EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

#### 1. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall endeavor to, within thirty days of receipt, pay Contractor for services rendered, up to the maximum amount provided for below. Each invoice must specify services rendered, to whom, date of service and the amount being charged.

#### Schedule and Fees

This project's schedule and fees are defined as follows:

#### Schedule

Tentative Project	Tentative Project	Estimated	Estimated	Estimated
Start Date	End Date	Total Months	Effort/Month	Total Effort
August 12, 2020	August 11, 2021	12 Months	80 Hours	960 Hours

#### Fees

Service Description	Published Hourly Rate	Solano County Hourly Rate	Estimated Monthly Cost (\$)	Subtotal (\$)
GlideFast Remote Services (GRS)	\$195	\$150	\$12,000	\$144,000

#### Expenses

Expense Description (Optional if approved by Executive Sponsor)	Estimated Total Cost (\$)
Estimated Travel Expenses	\$6,000

#### 2. PAYMENT IN THE EVENT OF EARLY TERMINATION

In the event of early termination by County, Contractor will be paid all allowable fees and expenses that have been incurred or earned in connection with the completed and accepted performance and deliverables of the services up through the effective date of such termination.

### 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

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- 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.

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D. Additional Insurance Coverage

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

(1) Cyber Liability: \$1,000,000 per incident with the aggregate limit twice the

required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor

under this Contract.

(2) Professional Liability: \$2,000,000 combined single limit per claim and in the

aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

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

### F. Deductibles and Self-Insured Retentions

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

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- G. Other Insurance Provisions
- (1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:
  - (a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.
  - (b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers,

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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

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- 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.

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- 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

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- 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

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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.

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### 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.

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### 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

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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

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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.

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### Solano County

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

### Agenda Submittal

.genda #: 6	Status:	Consent Calendar
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Type: Resolution Department: Health and Social Services
File #: 20-554 Contact: Gerald Huber, 784-8400

Agenda date: 08/11/2020 Final Action:

Title: Adopt a resolution and plaque of appreciation honoring Melanie Cook, Mental Health

Services Manager, upon her retirement from the Health and Social Services Department,

Behavioral Health Division with 30 years of dedicated public service to Solano County

Governing body: Board of Supervisors

District: All

Attachments: A - Resolution

Date:	Ver. Action By	<i>y</i> :	Action:	Result:
Published	Notice Required?	YesNo	) <u>X</u>	
Public Hea	aring Required?	Yes No	o X	

### **DEPARTMENTAL RECOMMENDATION:**

The Department of Health and Social Services recommends that the Board of Supervisors adopt a resolution and plaque of appreciation honoring Melanie Cook, Mental Health Services Manager, upon her retirement from the Health and Social Services Department, Behavioral Health Division with 30 years of dedicated public service to Solano County.

### **SUMMARY/DISCUSSION:**

Melanie Cook, LMFT, is a licensed marriage and family therapist who started her career with Solano County as a registered clinician in 1990 for the Vallejo Adult Mental Health Outpatient Clinic where she worked as a case manager while earning her license as a Marriage and Family Therapist (LMFT). During that time, she was promoted to the first (and only) "Consumer Movement and Integration Coordinator" position overseeing the process of hiring Consumer Providers of professional mental health services. She collaborated with vocational services and Solano Junior College to hire and support peers and coined the program the "Co Pro."

Ms. Cook's professional career spanned 30 years in a variety of roles from Wellness Recovery Project Coordinator, Acting Manager at a local day treatment center, and Clinical Supervisor of the Institutional Care Services and Hospital Liaison units. She was then promoted to Mental Health Services Manager over the Vallejo Adult Outpatient Clinic and assigned to support the Mobile Crisis/Psychiatric Emergency Team (PET), Hospital Liaison and Institutional Care Services (ICS) Units, managing over 26 ICS contracts.

As Mental Health Services Manager, Ms. Cook was integral in developing the Wellness Recovery Unit that oversaw the expansion of peer support services, consumer empowerment and family support services for the community. In the last four years she has been the manager over the Fairfield Adult Mental Health Clinic in addition to continuing the Wellness Recovery Unit services. Ms. Cook has served Solano County with integrity, honesty and compassion for mental health consumers/clients while remaining flexible, adaptable and

### File #: 20-554, Version: 1

supportive across multiple programs throughout her tenure.

### **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 and plaque are included in the Board's FY2020/21 Preliminary Budget.

### **ALTERNATIVES**:

The Board could choose to not adopt the plaque of appreciation and resolution. This is not recommended as this is an opportunity to recognize Ms. Cook's contributions to Solano County.

### **OTHER AGENCY INVOLVEMENT:**

There is no other agency involvement.

### **CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

# Resolution No. 2020-

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
HONORING MELANIE COOK, MENTAL HEALTH SERVICES MANAGER, UPON HER
RETIREMENT FROM THE HEALTH & SOCIAL SERVICES DEPARTMENT, BEHAVIORAL
HEALTH DIVISION, WITH 30 YEARS OF DEDICATED SERVICE TO SOLANO COUNTY

WHEREAS, Melanie Cook, Licensed Marriage Family Therapist, began her career with Solano County in 1990 as a registered clinician in the Vallejo Adult Mental Health Outpatient Clinic; and

**WHEREAS**, Ms. Cook was promoted to the first (and only) "Consumer Movement and Integration Coordinator" position overseeing the process of hiring Consumer Providers of professional mental health services, coined the "Co Pro" Program; and

**WHEREAS**, Ms. Cook's professional career spanned 30 years in a variety of roles from Wellness Recovery Project Coordinator, Acting Manager at a local day treatment center, and Clinical Supervisor of the Institutional Care Services and Hospital Liaison units; and

**WHEREAS**, Ms. Cook was promoted to Mental Health Services Manager over the Vallejo Adult Mental Health Outpatient Clinic and assigned to support the Mobile Crisis/Psychiatric Emergency Team, Hospital Liaison and Institutional Care Services units, managing over 26 contracts; and

**WHEREAS**, Ms. Cook was integral in developing the Wellness Recovery Unit that oversaw the expansion of peer support services, consumer empowerment and family support services for the community; and

**WHEREAS**, in the last four years, Ms. Cook has been Manager over the Fairfield Adult Mental Health Clinic, in addition to continuing the Wellness Recovery Unit services, while remaining flexible, adaptable and supportive across multiple programs throughout her tenure.

**NOW, THEREFORE BE IT RESOLVED,** that the Solano County Board of Supervisors hereby recognizes Melanie Cook for her loyal service to Solano County and wishes her well in her retirement and future endeavors.

Dated this 11<sup>th</sup> day of August, 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 #: 7	Status:	Consent Calenda
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Type: Resolution Department: Sheriff's Office

File #: 20-513 Contact: Angelica Russell, 784-7064

Agenda date: 08/11/2020 Final Action:

Title: Adopt a resolution and plaque of appreciation honoring Senior Legal Procedures Clerk

Sandra Jones upon her retirement from the Sheriff's Office with over 32 years of dedicated

public service to Solano County

Governing body: Board of Supervisors

District: District 3

Attachments: A - Resolution

Date:	Ver.	Action By:	Action:	Result:
Dublished N	Notice Per	guired? Ves	No. Y	

Published Notice Required? Yes \_\_\_\_No \_X\_ Public Hearing Required? Yes \_\_\_\_No \_X\_

### **DEPARTMENTAL RECOMMENDATION:**

The Sheriff recommends that the Board of Supervisors adopt a resolution and plaque of appreciation honoring Senior Legal Procedures Clerk Sandra Jones upon her retirement from the Sheriff's Office with over 32 years of dedicated public service to Solano County.

### SUMMARY/DISCUSSION:

Sandra Jones began her career with the Solano County Sheriff's Office as an Extra-Help Student Clerical Aide on January 12, 1987; was promoted to an Extra-Help Legal Procedures Clerk on March 8, 1987; transitioned to a Full-Time Legal Procedures Clerk on January 24, 1988; promoted to Lead Legal Procedures Clerk on April 5, 1998; and was then reclassified to Legal Procedures Clerk (Senior) in 2002, whereby she served until her retirement.

Ms. Jones was a valued and respected member of the Sheriff's Office and will be greatly missed by her friends and co-workers. The resolution honors Sandra Jones for over 32 years of service and commends her dedication and public service to Solano County. Ms. Jones's official last date of employment with the Sheriff's Office was July 3, 2020.

### FINANCIAL IMPACT:

The cost associated with preparing the agenda item is nominal and absorbed by the department's FY2020/21 Preliminary 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:**

### File #: 20-513, Version: 1

The Board may elect not to adopt a resolution and plaque of appreciation; however, this is not recommended, as this is an opportunity to honor Legal Procedures Clerk (SR) Sandra Jones for her years of public service to the Sheriff's Office and the citizens of Solano County.

### **OTHER AGENCY INVOLVEMENT:**

None.

### **CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

# Resolution No. 2020 -

# RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING SENIOR LEGAL PROCEDURES CLERK SANDRA JONES UPON HER RETIREMENT FROM THE SOLANO COUNTY SHERIFF'S OFFICE WITH OVER 32 YEARS OF DEDICATED PUBLIC SERVICE TO SOLANO COUNTY

WHEREAS, Sandra Jones began her career with the Solano County Sheriff's Office as an Extra-Help Student Clerical Aid on January 12, 1987, was promoted to an Extra-Help Legal Procedures Clerk on March 8, 1987, transitioned to a Full-Time Legal Procedures Clerk on January 24, 1988, promoted to Lead Legal Procedures Clerk on April 5, 1998, and was then reclassified as Legal Procedures Clerk (Sr) in 2002, whereby she served until her retirement; and

**WHEREAS**, Ms. Jones was assigned as a Legal Procedures Clerk (Sr) supporting the operational needs of a 24/7 bureau processing warrants, restraining orders, background requests, crime reports, and other agencies records requests; and

**WHEREAS**, Ms. Jones promoted to a Legal Procedures Clerk (Sr) and trained new members of her team, responded to citizens public records requests and subpoena duces tecums, balanced cash transactions for the lobby, assisted the department with the transition to a new records management system and procedural changes while completing the day-to-day requests from the public and internal and external customers; and

**WHEREAS,** Ms. Jones was an irreplaceable asset, a team player, self-motivated, and willing to help others anytime. She was vigilant in ensuring documents were processed accurately and timely for the benefit of the Sheriff's Office and the taxpayers; and

**WHEREAS**, Ms. Jones was a highly respected and valued member of the Sheriff's Office and will be greatly missed by her friends and co-workers; and

**WHEREAS,** Ms. Jones retired on July 4, 2020 with over 32 years of outstanding and dedicated service to Solano County.

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

Dated this 11th day of August, 2020

ERIN HANNIGAN, Chairwoman Solano County Board of Supervisors
ATTEST: BIRGITTA E. CORSELLO, Clerk Solano County Board of Supervisors
Ву:
Jeanette Neiger, Chief Deputy Clerk



### Solano County

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

### Agenda Submittal

genda #:	8	Status:	Consent Calenda
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Type: Miscellaneous Department: Sheriff's Office

File #: 20-514 Contact: Angelica Russell, 784-7064

Agenda date: 08/11/2020 Final Action:

Title: Approve a plaque of appreciation honoring Correctional Officer Elbert Townsell upon his

retirement from the Sheriff's Office with over 18 years of dedicated public service to

Solano County

Governing body: Board of Supervisors

**District:** District 5

Attachments:

Date:	Ver. Action By	<b>/</b> :	Action:	Result:
Published	Notice Required?	Yes _	No _X_	
Public Hea	aring Required?	Yes	No X	

### **DEPARTMENTAL RECOMMENDATION:**

The Sheriff recommends that the Board of Supervisors approve a plaque of appreciation honoring Correctional Officer Elbert Townsell upon his retirement from the Sheriff's Office with over 18 years of dedicated public service to Solano County.

### **SUMMARY/DISCUSSION:**

Elbert Townsell began his career with Solano County's Sheriff's Office as a Correctional Officer (Entry) on March 19, 2001, and promoted to Correctional Officer on July 7, 2002, whereby he served until his retirement on June 1, 2020.

Officer Townsell worked numerous positions within the Custody Division including, but not limited to, Tower Officer, Floor Officer and Central Control Officer.

Officer Townsell was an asset to his work team, a very hard worker, flexible and willing to help others anytime. He was a highly respected and valued member of the Sheriff's Office and will be greatly missed by his friends and co-workers. The plaque honors Elbert Townsell for over 18 years of service and commends his dedication and public service to Solano County. Officer Townsell's official last date of employment with the Sheriff's Office was March 31, 2020

### **FINANCIAL IMPACT:**

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

File #: 20-514, Version: 1

### **ALTERNATIVES**:

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

### **OTHER AGENCY INVOLVEMENT:**

None.

### **CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



### Solano County

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

### Agenda Submittal

Agenda #:	9	Status:	Consent Calenda
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Type: Report Department: Sheriff's Office

File #: 20-551 Contact: Angelica Russell, 784-7064

Agenda date: 08/11/2020 Final Action:

Title: Approve the write-off of accounts receivable due to Solano County in the amount of

\$123,774.54 related to Animal Care and Animal Control Services (4/5 vote required); Discharge the Sheriff's Office from further collection efforts; and Authorize the Sheriff's

Office to remove these accounts from the County's accounting records

Governing body: Board of Supervisors

District: All

Attachments: A - Debt Schedule

Date:	Ver.	Action By:	Action:	Result:

Published Notice Required? Yes \_\_\_\_\_No \_X \_
Public Hearing Required? Yes \_\_\_\_\_No \_X

### **DEPARTMENTAL RECOMMENDATION:**

The Sheriff's Office recommends that the Board of Supervisors:

- 1. Approve the write-off of accounts receivable due to Solano County in the amount of \$123,774.54 related to Animal Care and Animal Control Services (4/5 vote required);
- 2. Discharge the Sheriff's Office from further collection efforts; and
- 3. Authorize the Sheriff's Office to remove these accounts from the County's accounting records.

### SUMMARY/DISCUSSION:

The Sheriff's Office is charged with pursuing non-payment for Animal Care and Control services rendered. The non-payments occur as customers are unable or unwilling to pay for services already provided such as home quarantines and shelter impounds. The County is required to provide these services whether or not payment is made to recover costs. The cost for services is recorded in Animal Care and Control's shelter management system Chameleon, and on a monthly basis, the control account in the County's financial management system is adjusted to match Chameleon. As of June 30, 2020, Chameleon reflects \$203,687.04 in accounts receivable, with some amounts owed dating back to July 2015.

Although the Sheriff's Office seeks voluntary payment of the accounts receivable, a three-year statute of limitations prevents legal action to collect amounts due after three years. Additionally, Government Code section 25257 allows a county officer to request a discharge from accountability for the collection of amounts due and payable to the county if such amount is too small to justify the cost of collection, the likelihood of collection does not warrant the expense involved, or the amount thereof has been lawfully compromised or

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adjusted. Therefore, the Sheriff's Office is requesting approval to write-off \$123,774.54 in delinquent accounts receivable (Attachment A) related to services performed prior to July 1, 2017. The amount to be written off represents 262 delinquent accounts, with 208 accounts having a balance of less than one hundred dollars.

Approval of the recommendations will eliminate further administrative costs and staff time spent on collection activities where it appears there is no reasonable expectation of collecting the receivables.

### FINANCIAL IMPACT:

Board action will not impact the County General Fund as approval to write off these delinquent accounts will require limited staff time to reclassify the amount owed. Additionally, the costs associated with preparing the agenda item are nominal and absorbed by the department's FY2020/21 Preliminary Budget.

The amounts owed were for services provided several years ago, and the Sheriff's Office and the County's collection agent, Credit Bureau Associates (CBA), have exhausted all efforts to try and recover these amounts. The Sheriff and CBA will continue collection efforts for those delinquent accounts where services were provided July 1, 2017 or later. However, collection industry standards suggest that the Sheriff will be unable to collect 100% of the outstanding debt.

### **ALTERNATIVES:**

The Board of Supervisors could choose not to write-off these accounts and require the Sheriff's Office to continue with collection efforts; however, this alternative is not recommended as the likelihood of collection is remote and the three-year statute of limitations prevents the County from pursuing its legal remedies to collect these delinquent accounts. Moreover, continuing to maintain the accounting records for these uncollectible accounts is burdensome and unnecessary.

### OTHER AGENCY INVOLVEMENT:

County Counsel and the Auditor-Controller were consulted and concur with the recommendations. The Auditor-Controller's Office has reviewed the Delinquent Account Schedule and confirms the amount to be written off.

### **CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

Amount Owed	Receipt Date	Receipt No	First Name	Last Name
90.00	7/21/2015	R15-043989	ENRIQUE	CISNEROS
60.00	8/5/2015	R15-044279	RAQUEL	BARBOSA
280.00	8/12/2015	R15-044369	ADRIANA	AZEVEDO
280.00	8/25/2015	R15-044573	JESSICA	BROWN
62.00	8/25/2015	R15-044594	FORREST	JACKSON
62.00	8/25/2015	R15-044586	BELINDA	WALLACE
96.00	8/27/2015	R15-044646	ROYLAND	BAILEY
195.00	9/10/2015	R15-044868	MISTER	INGRAM
150.00	9/11/2015	R15-044879	RONALD	PERRY
40.00	10/20/2015	R15-045494	ROLANDO	SORIANO
60.00	10/21/2015	R15-045532	TERESA	LITTLE
62.00	10/27/2015	R15-045658	BERNADETTE	ADAMSON
62.00	10/27/2015	R15-045652	PEGGY	AGUILAR
62.00	10/27/2015	R15-045670	HOPE	DAHLEN
62.00	10/27/2015	R15-045642	NAJA	ISLAM
62.00	10/27/2015	R15-045660	MARICEL	JUAREZ
62.00	10/27/2015	R15-045656	ILANA	LUDOVICO
100.00	10/28/2015	R15-045691	ORA	LOMBARD
525.00	10/29/2015	R15-045725	DEIRDRE	BANAYAT
60.00	10/29/2015	R15-045704	OLUWATOYIN	OGUNJIMI
150.00	11/3/2015	R15-045794	JAMIE	СООК
120.00	11/4/2015	R15-045837	KIANA	BROOKS
17.50	11/4/2015	R15-045820	SANDRA	MADONNA
117.50	11/10/2015	R15-045940	JOHN	STEVENS
15.00	11/14/2015	R15-045988	DARYL	JONES
62.00	11/19/2015	R15-046076	TANEY	ELLIOT
62.00	11/19/2015	R15-046063	HEATHER	GORDON
62.00	11/19/2015	R15-046067	AISSA	GREEN
62.00	11/19/2015	R15-046057	ADAM	GRESHAM
62.00	11/19/2015	R15-046071	SHEA	GRIGGS
62.00	11/19/2015	R15-046081	VIRGINIA	HARRINGTON
62.00	11/19/2015	R15-046059	DANA	TERRY
180.00	11/19/2015	R15-046044	WILLIAM	YOUNG
62.00	11/20/2015	R15-046097	JACK	MONTGOMERY
540.00	11/20/2015	R15-046121	SANDER	PALMA-ALMENDARE
62.00	12/3/2015	R15-046274	JEREMY	SCHRADER
180.00		R15-046386		FERNANDEZ
62.00	12/9/2015		TERRY	
	12/23/2015	R15-046641	KELLY	COLBY
62.00	12/23/2015	R15-046642	DEANNA	SANCHEZ
62.00	12/23/2015	R15-046640	RENE	WHITESMITH
62.00	12/30/2015	R15-046720	DAVID	CLARK III
62.00	12/30/2015	R15-046742	SCOTT	DELANEY
62.00	12/30/2015	R15-046726	ANITA	GOAR
62.00	12/30/2015	R17-057448	OMAR	LOMAS
62.00	12/30/2015	R15-046721	ANDREA	ROSE
62.00	12/30/2015	R15-046731	BALVINA	SERRANO-HUEZO
62.00	12/30/2015	R15-046741	TELEMACHUSE	THOMAS
62.00	12/31/2015	R15-046760	ELMER	DELAGO
37.00	12/31/2015	R15-046764	GREGORY	SMITH
62.00	12/31/2015	R15-046776	DIANA	VALENTINE
37.00	12/31/2015	R15-046767	CINDY	VAUGHN
37.00	12/31/2015	R15-046769	KEVIN	VOGELPOHL
95.00	1/5/2016	R16-046886	MARIE	HERNANDEZ

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80.00	1/5/2016	R16-046877	ANTHONY	WHEELER
20.79	1/6/2016	R16-046922	APRIL	YATES
60.00	1/20/2016	R16-047103	JONTE	CARTER
62.00	1/20/2016	R16-047104	KAREN	RAMIREZ
60.00	1/28/2016	R16-047287	ERUBIEL	CRUZ
180.00	1/28/2016	R16-047288	JOSEPH	WHITE
62.00	2/3/2016	R16-047386	LARRY	ADAMS
80.00	2/10/2016	R16-047548	FAITH	HUINER
62.50	2/11/2016	R16-047580	RONKEISHA	HURTS
1,365.00	2/16/2016	R16-047617	WILLIAM	MCMILLIAN
60.00	2/27/2016	R16-047882	CHRIS	OWENS
62.00	2/29/2016	R16-047917	BRANDON	AGUILERA
60.00	2/29/2016	R16-047913	MITCHELL	GAINES
190.00	3/10/2016	R16-048143	ROCHELLE	FREDERICKSON
62.00	3/15/2016	R16-048212	KATRINA	BUCCELLATO
62.00	3/16/2016	R16-048224	DORTHY	FIELDS
62.00	3/16/2016	R16-048239	JASMINE	RODRIGUEZ
62.00	3/16/2016	R16-048242	CYNTHIA	TAURIAC
37.00	3/17/2016	R16-048311	MEAGAN	CURRIE
40.00	3/17/2016	R16-048325	LINDA	GUTIERREZ
62.00	3/17/2016	R16-048296	EARL	HALL
62.00	3/17/2016	R16-048283	CYNTHIA	HEOTES
37.00	3/17/2016	R16-048290	ALISE	RODIGUEZ
37.00	3/17/2016	R16-048321	TROY	TAURIAC
37.00	3/18/2016	R16-048347	JOEL	CLARK
62.00	3/18/2016	R16-048346	JOSEPHINE	SOTO
62.00	3/18/2016	R16-048342	BELINDA	WALLACE
62.00	3/23/2016	R16-048405	PERKINS	ANDERSON
37.00	3/23/2016	R16-048451	ANGELICA	BALANGAN
62.00	3/23/2016	R16-048424	CHRISTINA	CALDWELL
62.00	3/23/2016	R16-048449	KEN	HEILMANN
62.00	3/24/2016	R16-048465	DAVID	BOATWRIGHT
62.00	3/24/2016	R16-048490	EVELYN	KADRMAS
62.00	3/24/2016	R16-048482	CRISTOVAL	VILLANUEVA
62.00	3/24/2016	R16-048471	JAMI	WILTZ
185.00	3/25/2016	R16-048546	TAMMY	BROWN
62.00	3/25/2016	R16-048509	ANITA	MICHAELS
62.00	3/25/2016	R16-048529	STEVEN	SCALLY
62.00	3/25/2016	R16-048535	STEVIE	STOCK
62.00	3/25/2016	R16-048538	JANNA	VALDEZ
62.00	3/29/2016	R16-048609	REBECCA	JACOBS
62.00	3/29/2016	R16-048599	JOZETT	LAWTON
62.00	3/29/2016	R16-048627	SCOTT	MURRAY
62.00	3/29/2016	R16-048606	CHRISSIA	QUENGA
37.00	3/29/2016	R16-048624	CHRISTOPHER	RODRIGUEZ
62.00	4/7/2016	R16-048825	REBEKAH	CRON
62.00	4/8/2016	R16-048864	KARINA	PALMA
62.00	4/14/2016	R16-048961	MARIA	ELLIS
62.00	4/14/2016	R16-048967	ADRIANA	QUEZADA
62.00	4/14/2016	R16-048964	KIMBERLY	SIDORSKY
62.00	4/18/2016	R16-049037	JENNIFER	JIMENEZ
62.00	4/18/2016	R16-049036	ADRIENNE	JOHNSON
62.00	4/18/2016	R16-049039	JESUS	REAL
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60.00	4/20/2016	R16-049108	JOHNATHAN	FIELDS

62.00	4/22/2016	R16-049141	AMANDA	TYLER
120.00	5/4/2016	R16-049379	MICHAEL	FREEMAN
62.00	5/11/2016	R16-049511	BRONSHAE	ALEXANDER
62.00	5/11/2016	R16-049519	MARIA	MENDEZ
62.00	5/11/2016	R16-049525	RUTH	SCHOENBERG
62.00	5/16/2016	R16-049639	KRISTIN	HAMMERSTAD
62.00	5/18/2016	R16-049699	MICHELLE	HENDRIX
1,500.00	5/24/2016	R16-049775	AKESA	NAKAUTOGA
60.00	5/25/2016	R16-049813	MICHAEL	CONNOR
62.00	5/31/2016	R16-049913	JOHN	STEVER
30.00	6/15/2016	R16-050227	DEBRA	NAVARRO
62.00	6/17/2016	R16-050295	LORI	NEWSOM
120.00	6/17/2016	R16-050316	RICHARD	PORTILLO
62.00	6/17/2016	R16-050290	PAM	TITLOW
285.00	6/17/2016	R16-050308	ANTHONY	WILSON
62.00	6/20/2016	R16-050349	KACI	BRYANT
62.00	6/20/2016	R16-050348	STEVE	KAISER
62.00	6/23/2016	R16-050416	AMY	MEDINA
75.00	7/1/2016	R16-050585	RAUL	ROBLES
62.00	7/4/2016	R16-050646	RHONDA	SHEAR
62.00	7/4/2016	R16-050644	JOHN	STEWART
62.00	7/4/2016	R16-050645	JASON	WROTEN
170.00	7/5/2016	R16-050681	OMAR	MORA
62.00	7/6/2016	R16-050727	TIFFANY	GONSOSKI
62.00	7/6/2016	R16-050684	JAMES	THOMPSON
210.00	7/7/2016	R16-050745	BRIAN	FOSTER
220.00	7/8/2016	R16-050764	AILEEN	BUONLAMPERTI
19,350.00	7/8/2016	R16-050767	JOHN	WOOLEY
330.00	7/13/2016	R16-050861	MELISSA	MASHBURN
540.00	7/13/2016	R16-050862	RAUL	PINO
65.00	7/21/2016	R16-051059	THERESA	WALLACE
62.00	7/25/2016	R16-051099	CHRISTINA	MONCINI
62.00	7/27/2016	R16-051138	MELITA	RIVERA
928.00	7/28/2016	R16-051201	RAUL	PINO
74.00	8/11/2016	R16-052015	JIMMY	HAWKINS
64.00	8/12/2016	R16-052029	BROOKE	JACOBSON
37.00	8/12/2016	R16-052030	JAMES	MCCLAINE
64.00	8/12/2016	R16-052027	REBECCA	THOMASON
64.00	8/16/2016	R16-052398	JIMMY	HAWKINS
64.00	8/19/2016	R16-052486	GEORGE	ABLE JR
296.00	8/19/2016	R16-052495	DANTE	GILBERT
64.00	8/19/2016	R16-052478	JAELEEN	LANDAKER
74.00	8/19/2016	R16-052496	LATONIA	THOMAS
222.50	8/25/2016	R16-052814	AMBER	FISHER
64.00	8/26/2016	R16-052836	LAFUNDA	LEMMONS
40.00	8/30/2016	R16-053154	JESSICA	PEREZ
170.00	9/1/2016	R16-053256	DARLENE	DAVIS
64.00	9/2/2016	R16-053294	MARK	BRACKETT
64.00	9/2/2016	R16-053290	BOBBY	MORITA
64.00	9/9/2016	R16-053485	FRED	AGRENDENO
148.00	9/13/2016	R16-053543	JENNIFER	FORMAN
64.00	9/16/2016	R16-053668	TERRY	LINDSEY
64.00	9/16/2016	R16-053672	RICHARD	MEMMEL
64.00	9/16/2016	R16-053667	MATEO	RAMIREZ
64.00	9/16/2016	R16-053678	CARL	REYES

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64.00	9/23/2016	R16-053845	TIFFANY	THOMAS
64.00	10/5/2016	R16-054182	ERIC	JOHNSON
64.00	10/5/2016	R16-054162	MARIAH	PAZ
64.00	10/5/2016	R16-054171	JOSE	SANCHEZ
509.00	10/12/2016	R16-054291	SHANNON	POWELL
140.00	10/14/2016	R16-054384	QUENTIN	COBIAN
238.00	10/18/2016	R16-054454	KAMISHA	PRATT
64.00	10/20/2016	R16-054541	ANTHONY	CHANEY
64.00	10/20/2016	R16-054529	TRENISA	EPPS
160.00	11/1/2016	R16-054754	CARINA	PATTERSON
64.00	11/4/2016	R16-054867	RICARDO	JIMENEZ
64.00	11/9/2016	R16-054965	ADAM	GRESHAM
64.00	11/9/2016	R16-054967	SANDRA	GUERRERO
155.00	11/15/2016	R16-055826	MARY	CORTES
74.00	11/17/2016	R16-055165	IGNACIO	CASTRO-ALMANZA
64.00	11/18/2016	R16-055169	VERONICA	ALVAREZ
64.00	11/18/2016	R16-055166	SAMANTHA	COSS
64.00	12/2/2016	R16-055444	JACKIE	BERRY
64.00	12/2/2016	R16-055437	MARY	FUA
64.00	12/2/2016	R16-055443	ALONDRA	GALVAN
64.00	12/2/2016	R16-055442	ERIKA	GOMEZ
64.00	12/2/2016	R16-055436	YONG	KIM
64.00	12/2/2016	R16-055446	BELINDA	WALLACE
64.00	12/9/2016	R16-055652	KERRI	GONZALEZ
430.00	12/14/2016	R16-055790	BRENNA	COLEMAN
64.00	12/21/2016	R16-055927	ROSA	ALVAREZ
64.00	12/21/2016	R16-055930	CORINA	MICHAEL
64.00	12/21/2016	R16-055922	ROBERT	SATTER
50.00	12/23/2016	R16-055961	MARCO	TEJEDA
389.00	12/29/2016	R16-056101	SHAWN	SIMPSON
100.00	1/4/2017	R17-056247	JAVIER	SOLIS
37.00	1/12/2017	R17-056398	ANTHONY	COSTA
37.00	1/12/2017	R17-056399	NEETU	GILL
64.00	1/12/2017	R17-056413	SARAH	GWALTNEY
64.00	1/12/2017	R17-056400	ANGELA	MACIAS
64.00	1/12/2017	R17-056407	MIKE	OBRIEN
74.00	1/13/2017	R17-056439	DENNIS	TOBIN
74.00	1/18/2017	R17-056544	ADRIANE	LONG
210.00	1/21/2017	R17-056627	NORMA	TAITANO
1,463.00	1/24/2017	R17-056647	DENISE	HARMON
324.00	1/24/2017	R17-056649	JOHNNY	MCCALL
80.00	2/9/2017	R17-057036	NICOLE	COLON
270.00	2/14/2017	R17-057144	MATTIE	MILLER
64.00	2/16/2017	R17-057212	JAMES	CAPWELL
64.00	2/16/2017	R17-057200	HECTOR	CONESA
37.00	2/16/2017	R17-057215	CAROLYN	CURRY
64.00	2/16/2017	R17-057205	SANDY	DEHAAN
64.00	2/16/2017	R17-057202	RENEE	EVANS
64.00	2/16/2017	R17-057210	LISA	HUMPHREY
64.00	2/16/2017	R17-057199	CONSTANCE	JOHNSON
74.00	2/17/2017	R17-057262	JESSICA	RAGADIO
370.00	2/17/2017	R17-057265	PAMELA	RIPEE
279.00	2/17/2017	R17-057260	ROBERT	SATTER
190.00	2/18/2017	R17-057283	ROBERT	STARGEN
32.00	2/28/2017	R17-057493	ALEXIS	GONZALEZ

64.00	3/1/2017	R17-057523	KORTNII	JOHNSON
64.00	3/1/2017	R17-057540	JOHN	LUMANLAN
44.00	3/4/2017	R17-057628	CYNTHIA	BARTON-GALLAMORR
64.00	3/6/2017	R17-057642	ALEX	MACALIS
64.00	3/6/2017	R17-057643	KATHLEEN	SHRADER
74.00	3/7/2017	R17-057675	MELISSA	ESTUS
37.00	3/15/2017	R17-057882	JAMES	CROCKETT
519.00	3/17/2017	R17-057948	PATRICK	ALVAREZ
64.00	3/21/2017	R17-058050	JACK	WHITE
55.00	3/23/2017	R17-058110	SHANNON	JOHNSON
80.00	3/23/2017	R17-058121	AMANDA	THOMPSON
64.00	3/28/2017	R17-058215	DANIELLE	GORBET
209.00	3/29/2017	R17-058225	AMBER	EBERT
64.00	4/13/2017	R17-058679	JAMES	MONTGOMERY
74.00	4/15/2017	R17-058710	DEREK	MILTON, JR
64.00	4/19/2017	R17-058789	JOE	TAUTUIAKI
64.00	4/20/2017	R17-058804	SAMANTHA	SWAFFORD
64.00	4/24/2017	R17-058901	BERNADETTE	MARTIN
150.00	4/26/2017	R17-058984	GABRIELA	IZARRARAZ
154.00	4/29/2017	R17-059048	NADINE	DELA ROSA
74.00	4/29/2017	R17-059047	DAVID	SILVA
64.00	5/5/2017	R17-059196	STACIE	GAUB
64.00	5/5/2017	R17-059187	RAJNI	HAYES
64.00	5/5/2017	R17-059193	ALUUNNDA	PHOENIX
89.00	5/11/2017	R17-059336	RASHAD	BREEDLOVE-ONEAL
103.75	5/11/2017	R17-059328	JAMES	CROCKETT
101.00	5/11/2017	R17-059344	MICHAEL	HENRY II
64.00	5/12/2017	R17-059374	JOAN	FALETOGO
64.00	5/12/2017	R17-059370	PATRICIA	NEAL
50.00	5/19/2017	R17-059576	TRAVIS	STONE
64.00	5/22/2017	R17-059609	JOEL	HERINGA-WILEY
64.00	5/22/2017	R17-059601	SOPHIA	STEWART
64.00	5/26/2017	R17-059756	JOSE	HERNANDEZ
30.00	5/30/2017	R17-059842	KELVIN	DELA CRUZ
64.00	6/9/2017	R17-060159	MICHAEL	JONES
64.00	6/9/2017	R17-060155	KELIN	MITCHELL
64.00	6/9/2017	R17-060172	BRANDY	PEREZ
64.00	6/12/2017	R17-060216	KEN	HEILMANN
64.00	6/13/2017	R17-060222	CATHERINE	RILLES
324.00	6/14/2017	R17-060290	DAVID	GILREATH
64.00	6/19/2017	R17-060400	RAUL	PINO
64.00	6/21/2017	R17-060444	TAMMY	RAJAHALLEN
74.00	6/29/2017	R17-060693	KEISHA	BROWN
64.00	6/29/2017	R17-060665	MICHELLE	HAMILTON
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### Solano County

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

### Agenda Submittal

Agenda #:	10	Status:	Consent Calenda
Agenda #:	10	Status:	Consent Calend

Type: Report Department: Sheriff's Office

File #: 20-555 Contact: Angelica Russell, 784-7064

Agenda date: 08/11/2020 Final Action:

Title: Receive the Sheriff's Inmate Welfare Fund Report of Expenditures for Fiscal Year ending

June 30, 2020

Governing body: Board of Supervisors

District: All

Attachments: A - IWF FY2019/20 Statement, B - IWF FY2019/20 Expenditures

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes \_\_\_\_No \_X \_\_\_
Public Hearing Required? Yes \_\_\_\_No \_X

### **DEPARTMENTAL RECOMMENDATION:**

The Sheriff recommends that the Board receive the Inmate Welfare Fund Report of Expenditures for Fiscal Year ending June 30, 2020.

### SUMMARY/DISCUSSION:

California Penal Code Section 4025(e) states that "an itemized report of the Inmate Welfare Fund (IWF) expenditures shall submitted annually to the board of supervisors." The IWF is a private purpose trust fund intended for the benefit of inmates housed in the Solano County jail system. As required by the Penal Code, money and property in the IWF must be spent primarily for the benefit, education, and welfare of the inmates. Funding is derived predominately from commissary commissions. Other revenue sources include video visitation commissions, bail bond advertisements, marriage ceremony security fees, and interest income.

The IWF Committee, chaired by the Sheriff's Director of Administrative Services, provides fiscal and policy oversight of the IWF, establishes a budget, and makes recommendations to the Sheriff to ensure funds are expended properly and that an appropriate fund balance is maintained. The Sheriff's Criminal Justice Program Services Manager is responsible for day-to-day operations, including providing mental health, legal, religious, education, and library services. The Sheriff makes all final decisions regarding IWF expenditures.

The IWF's fund balance on July 1, 2019 was \$1,880,831. During FY2019/20, the IWF had revenue of \$614,576 and expenditures of \$530,521, resulting in an increase to fund balance of \$84,055. The IWF's ending fund balance as of June 30, 2020, was \$1,964,886 as reflected in the FY2019/20 Statement of Revenues, Expenditures and Changes in Fund Balance (Attachment A).

Fifty-Three percent (53%) of total IWF expenditures were for contracted substance abuse treatment services. Another eighteen percent (18%) was expended on library services, including contracted legal assistance

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services, books and subscriptions, office supplies, and postage. Seventeen percent (17%) was used for religious and/or spiritual guidance, including chaplain salary and benefits, books and materials, memberships, and office supplies. Five percent (5%) was expended for personal items such as welfare and welcome kits and personal hygiene items. Five percent (5%) was spent on support services provided by the Sheriff, Auditor-Controller, and County Counsel. The remaining two percent (2%) was used for other inmate-related services and recreational items, such as movie subscriptions, televisions, microwaves, cleaning supplies and maintenance. These expenditures are further delineated in the FY2019/20 Itemized Report of Expenditures (Attachment B).

### **FINANCIAL IMPACT**:

There is no financial impact to the General Fund related to the Board's review of this annual report. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2020/21 Preliminary Budget.

### ALTERNATIVES:

The Board could choose not to receive the report; however, this is not recommended as the report is required under the California Penal Code.

### **OTHER AGENCY INVOLVEMENT:**

None.

### CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

# INMATE WELFARE FUND STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE FOR THE PERIOD ENDING JUNE 30, 2020

	<u>Prior Year</u> <u>Actual</u>		<u>F</u>	FY 2019-20 Budget		Y 2019-20 Actual	% Actual to Budget
Revenues:							
9230 Marriage Licenses	\$	414	\$	432	\$	207	48%
9401 Interest Income		38,375		24,000		38,909	162%
9406 Commissary Sales		525,452		468,000		466,520	100%
9407 Telephone Commissions		-		240,000		-	0%
9412 Video Visitation		63,215		10,000		63,370	634%
9703 Other Revenue (Bail Ads)		24,990		45,000		45,570	101%
Total Revenues	\$	652,446	\$	787,432	\$	614,576	78%
Expenditures:							
1110 Salary/Wages - Regular	\$	-	\$	-	\$	-	0%
1121 Salary/Wages - Extra Help	•	68,005	•	72,360		62,422	86%
1210 Retirement - Employer		13,559		14,428		13,912	96%
1220 FICA - Employer		5,069		5,395		4,661	86%
2015 Inmate Clothing and Supplies		27,230		25,514		23,977	94%
2023 Communication-Voicemail		·, -		,-		392	0%
2026 Cell Phone Allowance		300		300		386	129%
2030 Food		-		-		1,481	0%
2035 Household Expense		35		569		1,175	207%
2115 Interpreters-Sign Language		432				, -	0%
2120 Maintenance Equipment		-		_		240	0%
2170 Memberships		50		125		50	40%
2180 Books & Subscriptions		14,272		18,500		15,057	81%
2200 Office Expense		492		625		1,199	192%
2201 Equipment Under \$1,500		3,050		2,915		5,623	193%
2203 Computer Components<\$1,500		-		_,		199	0%
2205 Postage		2,897		2,000		6,179	309%
2216 Maintenance/Service Contracts		42		_,		-	0%
2245 Contracted Service		391,003		489,354		363,311	74%
2250 Other Professional Services		6,975		5,500		8,851	161%
2266 Central Data Processing				-		14,936	0%
2271 Software Rental/Subscription		_		_		1,400	0%
2310 Education & Training		449		250,500		1,112	0%
2312 Special Departmental Expense		-		200,000		301	0%
2335 Travel Expense		1,029		1,100		-	0%
2337 Meal/Refreshments		1,020		1,100		15	0%
3710 Countywide Admin Overhead		8,145		6,023		2,690	45%
5040 Trans-out-POB's		1,049		1,117		952	85%
Total Expenditures	\$	544,083	\$	896,325	\$	530,521	59%
Net Increase in Fund Balance	Ψ	344,000	Ψ	030,023	\$	84,055	3376
					_	,,,,,,,	
Fund Balance July 1, 2019					\$	1,880,831	
Change in Fund Balance						84,055	
Fund Balance June 30, 2020					\$	1,964,886	
						,,	

## ITEMIZED REPORT OF EXPENDITURES BY PROGRAM

### For the period ending June 30, 2020

PROGRAM DRUG & ALCOHOL TREATMENT	AMOUNT		TOTAL		PERCENT
Contracted: Substance & Abuse Treatment	\$	282,970	¢	282,970	53%
contracted. Substance & Abase Treatment	Y	202,370	Y	202,370	33/0
LIBRARY					
Contracted: Legal Research Association	\$	80,341			
Reading Material	\$	10,468			
Postage	\$	4,859			
Office Supplies	\$	898	\$	96,566	18%
CHAPLAIN					
Salary/Wages/Benefits-Chaplain	\$	82,334			
Religious Material	\$	4,589			
Postage	\$	1,320			
Office Supplies	\$	500			
Membership	\$	50	\$	88,793	17%
PERSONAL ITEMS					
Welcome Kits	\$	14,114			
Electric Shavers, Hair Clippers & Accessories	\$	7,201			
Incentives	\$	2,495			
Floss Loops	\$	2,309			
Flexi Pens	\$	47	\$	26,167	5%
ADMINISTRATIVE SUPPORT/TRAINING					
Central Data Processing/Communications	\$	14,936			
Sheriff Administrative Services	\$ \$ \$ \$	8,851			
County Overhead	\$	2,690			
Vocational Training Materials	\$	1,112	<b>\$</b>	27,588	5%
RECREATION/OTHER					
Microwaves & Televisions	\$	5,623			
Motion Picture Subscription	\$	1,400			
Cleaning Supplies Maintenance	\$ \$ \$	1,175 240	Ļ	0 420	2%
iviaintenance	<u> </u>	240	\$	8,438	∠70
TOTAL IWF EXPENDITURES			\$	530,521	100%



### Solano County

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

### Agenda Submittal

Agenda #: 11 Status: Consent Calendar

Type: Contract Department: Workforce Development Board

File #: 20-561 Contact: Heather Henry, 863-3500

Agenda date: 08/11/2020 Final Action:

Title: Approve a Workforce Development Board (WDB) of Solano County contract with

Quali-Serv Janitorial for Janitorial, Maintenance, and Facilities Support services beginning July 1, 2020 through June 30, 2021 for an amount not to exceed \$56,400; and Authorize

the Workforce Development Board President/Executive Director to sign the contract

Governing body: Board of Supervisors

District: All

Attachments: A - Contract

Date:	Ver.	Action By:	Action:	Result:

Published Notice Required? Yes \_\_\_\_No \_X\_ Public Hearing Required? Yes \_\_\_\_No \_X\_

### **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 contract with Quali-Serv Janitorial to provide Janitorial, Maintenance, and Facilities Support services beginning July 1, 2020 through June 30, 2021 for an amount not to exceed \$56,400 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 approve a contract for \$54,600 with Quali-Serv Janitorial to provide Janitorial, Maintenance and Facilities Support services for the period of July 1, 2020 through June 30, 2021.

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 contract may be extended in time, for up to two (2) years at an anticipated \$54,600 annually subject to satisfactory performance by the contractor, availability of funds and Board action.

### RFP Process

On June 3, 2020 the WDB published and distributed the Janitorial, Maintenance and Facilities Support

#### File #: 20-561, Version: 1

Services Request for Quote (RFQ) to 16 local firms that provide janitorial, maintenance and facilities support services in addition to posting the RFQ on the WDB's website. An email Q&A/technical assistance was available for all vendors to submit questions by June 12th.

Staff received one (1) proposal by the June 17th deadline from Quali-Serv Janitorial of Suisun City, CA. Based on the WDB's Procurement Policy, in compliance with Federal, state, and local guidelines this procurement is deemed a failed solicitation as it did not secure a minimum of two responsive offers. A sole source recommendation was presented and approved by the Executive Director.

Staff conducted a threshold review of the proposal submitted by Quali-Serv Janitorial and determined the proposal met the minimum qualifications for contract consideration. Staff completed evaluation of Quali-Serv proposal. Below are the scores and average rating score: Agency, 96; Total Points Possible, 100; Rater 1 Score, 96; Rater 2 Score, 100; Rater 3 Score, 98; Average Score, 98.

The Quali-Serv proposal addressed all of the janitorial, maintenance and facilities support services described in the RFQ. It should be noted that Quali-Serv Janitorial has kept their hourly billing rate as a "flat rate" of \$28 per hour for all services required of the RFQ. Quali-Serv Janitorial has been providing janitorial, maintenance and facility support services to the WDB for almost two decades.

### FINANCIAL IMPACT:

The WDB's FY2019/20 and FY2020/21 budget will include the necessary funding to cover the cost of this contract.

### **ALTERNATIVES:**

While not recommended, the Board could direct staff to re-issue a new Request for Quote for Janitorial, Maintenance and Facilities support to see if a larger number of quotes would be submitted. However, the WDB's current building services ended on June 30, 2020 and with COVID-19 it is imperative that services are uninterrupted.

### OTHER AGENCY INVOLVEMENT:

No other agency involvement.

### **CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

### SERVICE AGREEMENT CONTRACT



1. This Contract is entered into between the Workforce Development Board of Solano County and Quali-Serv

For WDB Use Only Contract No. PY-20-004

	Janitorial for the performance of Janitorial, Maintenance and Facilities Support services						
2.	. The term of this Contract is: July 1, 2020 through June 30, 2021						
3.	. The Maximum amount of this contract is: \$54,600.00						
	ne parties agree to comply with the terms and condition ade a part of this Contract:	s of the following exhibits which are by this reference					
	Exhibit A – Scope of Work Attachment A.1 – Contracted Services Breakout Exhibit B – Budget Detail and Payment Provisions Exhibit C – General Terms and Conditions Exhibit D – Special Terms and Conditions						
	APPROVED FOR THE WORKFORCE DEVELOPMENT BOARD BY: (Signature, WDB Duly Authorized Representative)	APPROVED BY THE CONTRACTOR BY: (Signature, Contractor's Duly Authorized Representative)					

ADDRESS: 500 Chadbourne Road, Suite A Fairfield, CA 94534 (707) 864-3501

DATE:

NAME: Heather Henry

TITLE: President/Executive Director

Suisun City, CA 94585 (707) 422-4727

NAME: Luis Saavedra

DATE: 7-29-2020

TITLE: Owner

1405 Shasta Street

ADDRESS:

Approved as to Form Bellacie C Solano County Counsel

### EXHIBIT A SCOPE OF WORK

### A. CONTRACTOR RESPONSIBLITIES

### 1. AVAILABILITY TO PERFORM SERVICES

- a. Provide and train qualified staff in order to plan for and administer the contracted services:
- b. Provide services sustainable for duration of Contract; and,
- c. Provide services during scheduled days and/or hours as appropriate.

### 2. SERVICE ACTIVITIES

Contractor will provide WDB with a comprehensive janitorial, maintenance and facilities support services. Specific details of each of those services are described in Attachment A.1.

Contractor will provide all scheduled work associated with this Contract as described below:

### Facilities Support Services

The maximum hours for facility support services shall total **535** hours. Facility support services will take place between 7:00 and 9:30 a.m. However, alternative hours may be required depending on the project. When those situations arise, Contractor will coordinate, in advance, the necessary change with the Facilities Manager or her designee.

### Maintenance Services

The maximum hours for Maintenance Services shall total **116** hours. Maintenance services will take place between 5:00 and 6:30 p.m. However, alternative hours may be required depending on the project. When those situations arise, Contractor will coordinate, in advance, the necessary change with the Facilities Manager or her designee.

### Janitorial Services

The maximum hours for Janitorial Services shall total **1299** hours. Janitorial services will take place between 6:30 p.m. and midnight. However, alternative hours may be required depending on the needs of the agency. When a necessary change is required, the Contractor, in advance, will coordinate the change with the Facilities Manager or her designee.

### B. RESPONSE TIME

### 1. On Call and Emergency Service

Contractor will be available for "on call" services between the hours of 6:00 a.m. and 6:00 p.m. and for emergency services between 8:00 a.m. and 5:00 p.m. There are no added fees for either of these services.

### C. ADMINISTRATION

### 1. Maintenance of Effort

Contractor assures that services provided and funds received under this Contract will not supplant existing services or funds allocated for the same purpose.

### 2. Successors

Should the Contractor sell or otherwise relinquish all or any portion of the ownership of the Contractor corporation during the course of this Contract, any future owner(s) of the corporation will agree to be bound by the provisions stipulated herein for the length of the contract.

### 3. Time is of the Essence of this Contract

All services to be performed specified under this Contract, including training must be delivered on or before the ending of date of this Contract.

### 4. Deliverables

The Contractor shall conduct/provide the specific services, activities and products under this contract as outlined in Attachment A.1 – Contracted Services Breakout.

# Workforce Development Board of Solano County & Quali-Serv Janitorial

#### **Contracted Service Details**

## Janitorial Services Suite A, Fairfield

Location: 500 Chadbourne Road,

## **Daily Duties**

- Inspect & clean all entrances
- Reset training rooms and wipe down all tabletops
- Clean all bathrooms and restock supplies
- Empty all bathrooms and kitchen waste baskets
- Empty trash in public spaces
- Sanitize door handles, light switches, tables in all public areas including all computer keyboards & mouse

## Twice Weekly

- Vacuum common areas: All hallways, lobby and One Stop Areas
- Mop kitchen floor and wipe down counter tops and tables
- Pick up & empty all employee trash
- Empty ash trays at side entrances of building

## Weekly

- Vacuum all carpeted areas
- Dust/mop all areas
- Empty all recycling bins
- Clean main entrance glass doors, and interior lobby doors

## Monthly

- Buff all hard surface floors
- Dust blinds and windowsills
- Clean interior/exterior of all kitchen appliances including microwave ovens and toaster oven

#### Quarterly

- Wax all hard surface floors
- Clean computer equipment and tables
- Clean air vents

#### Annually

- Shampoo all carpets
- Thoroughly clean the interior of refrigerators

Location: 500 Chadbourne

#### As Needed

•	Invent	ory supplies/notify staff of items needed (in a timely manner) including but not limited
	to the	following items:
		Bathroom paper supplies
		Soap, cleaners, scent, disinfectants
		Cleaning tools
		Electronic items such as batteries, battery packs, light bulbs
		Electrical equipment such as extension cords, etc.

• Special Event room cleanup

## Maintenance Services Road, Suite A, Fairfield

## Monthly

• Check fire extinguishers for change and current inspection

## Semi-Annually

• Reset clocks after the Spring and Fall time changes

## As Needed – Work Orders Required for Non-Routine Tasks

- Repair and/or report plumbing, restroom, sink deficiencies
- Report electrical problems
- Inspect furniture and fixtures for defects, wear and tear, safety, and operation. Repair minor defects as needed/directed. Secure and report major defects immediately
- Safely handle, store and identify all facility related materials and supplies
- Dispose hazardous and expired materials safely and legally
- Prep and paint any/all interior areas as needed (e.g., cracks, chipped off paint, etc.) with written approval from the WDB
- Maintain clear and specific paint/primer information
- Maintain documented record of requests, work completed and referrals and contacts
- Inspect and report only for proper operation of smoke detectors, emergency lights and panic system (moved from semi-annual)

## Facilities Support Services Primary Location: 500 Chadbourne Road, Suite A, Fairfield with Some Offsite Services

#### Daily

• Open building, and disarm alarm, no later than 7:00 a.m. Monday – Friday and be readily available until 11:00 a.m. (earlier or later, as needed)

### Monthly

- Room set-up (tables and chairs) for once a month Thursday PACT meeting
- Room set-up (tables and chairs) for Staff meeting
- Board Meeting set-up (table and chairs) every other month

## As Needed – Work Orders Required for Non-Routine Tasks

- Morning/afternoon/evening hours required for physical set-up of any Career Fair, and provide any additional needed staff
- Morning/afternoon/evening hours required for physical set-up of special events and meetings, and provide any additional needed staff at 500 Chadbourne Rd. or other sites
- Move/transport furniture, cabinets, supplies, equipment, etc. within same room, building, complex of other sites
- Maintain paper supply/inventory for specific locations (e.g., near copy machines)
- Dispense, deliver or store supplies/equipment deliveries within same day or next morning
- Deliver used & empty toners to surplus once every 2-3 months
- Install, repair or report signage problems
- Maintain the organization, cleanliness, security of maintenance rooms, WDB storage equipment or storerooms
- On call must be available by cell phone between the hours of 6:00 a.m. 6:00 p.m. and available to respond to urgent calls within one hour between 8:00 a.m. 5:00 p.m.

## EXHIBIT B PROJECT BUDGET SUMMARY

DOCUMENTATION OF DELIVERY	DELIVERY PERIOD	FEE
Janitorial Services	July 1, 2020 – June 30, 2021	\$36,372 (\$28.00 per hour 1299 maximum hours)
Maintenance Services	July 1, 2020 – June 30, 2021	\$3,248 (\$28.00 per hour X 116 maximum hours)
Facilities Support Services	July 1, 2020 – June 30, 2021	\$14,980 (\$28.00 per hour X 535 maximum hours)
TOTAL		\$54,600.00.

- 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.
- The Contractor shall provide any additional documentation as required by WDB at any time in order to substantiate Contractor claims for payment to an authorized WDB representative.
   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 \$54,600.00 for the related expenses unless this contract is modified in accordance with Section XXVI in Exhibit C, "Changes and Amendments".

#### Exhibit C

## **Workforce Development Board of Solano County**

## **General Terms and Conditions**

## 1. Closing Out

- A. The WDB will pay the Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, WDB will withhold from the Contractor's final request for payment, the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for WDB'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 WDB. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the WDB under this Contract have ceased and that no further payments are due or outstanding.
- C. The WDB 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 WDB approval for an alternate final invoice submission deadline shall be sought from the WDB 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 license/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the WDB's Planning Unit.

#### 4. Termination

- A. This Contract may be terminated by WDB or Contractor, at any time with or without cause, upon 30 days written notice from one to the other.
- B. WDB may terminate this Contract immediately upon notice of Contractor's malfeasance.
- C. Following termination, WDB 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. WDB 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

Exhibit C

requirements of applicable federal, state and local laws. WDB'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

Without limiting Contractor's obligation to indemnify WDB, 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)
- Insurance Services Office Form Number CA 00 01 covering Automobile (2) Liability, code 1 (any auto)
- Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- Minimum Limits of Insurance C. Contractor must maintain limits no less than

1. General Liability:		per occurrence for bodily injury,	
(Including operations, products and completed operations.)	\$1,000,000	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.	
Automobile Liability:     Aggregate	\$1,000,000 \$2,000,000	per accident for bodily injury and property damage	
Workers' Compensation	Ψ2,000,000	as required by the State of California	
1	\$4,000,000		
4. Employers Liability	\$1,000,000	per accident for bodily injury of	
Aggregate	\$2,000,000	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:

		EXHIBIT
Contract	Number:	PY-20-004

1. Cyber Liability:	\$1,000,000	per incident with the aggregate limit of twice the required limit
Professional Liability:     Aggregate	\$1,000,000 \$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 3 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, WDB is entitled to coverage for the higher limits by Contractor.

## F. Deductibles and Self-Insured Retentions

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

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

## G. Other Insurance provisions

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

- (1) The WDB, its officers, officials, agents, employees, and volunteers must be included as additional insured 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 to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insured shall be at least as broad as that afforded to the first named insured.
- (2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the WDB, its officers, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.
- (3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

#### H. Waiver of Subrogation

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

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of the WDB 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 the WDB.

## J. Verification of Coverage

- (1) Contractor must furnish WDB with original certificates and endorsements effecting coverage required by this Contract.
- (2) The endorsements should be on forms provided that conform to the WDB's requirements and acceptable to the WDB.
- (3) WDB 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) WDB 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.

#### 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 the WDB's reasonable satisfaction.

## 9. Default

- A. If Contractor defaults in Contractor's performance, WDB shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.
- B. If Contractor fails to cure default within the specified period of time, WDB may elect to cure the default and any expense incurred shall be payable by Contractor to WDB.
- C. If WDB 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, WDB 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 WDB, its officers, employees, agents and board members 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 agency for, Contractor, excepting the negligence or willful misconduct of the WDB. 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 the WDB. 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 WDB 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, withholding, Social Security, unemployment, disability insurance, Worker's Compensation and Medicare payments.
- D. Contractor shall indemnify and hold WDB harmless from any liability which WDB may incur because of Contractor's failure to pay such obligations, as set forth in this paragraph, nor shall WDB be responsible for any employer-related costs not otherwise agreed to in advance between the WDB and the Contractor.
- E. As an independent contractor, Contractor is not subject to the direction and control of the WDB except as to the final result contracted for under this Contract. WDB 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 WDB 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 WDB harmless from any claims that may be made against WDB based solely on the contention by a third party that an employer-employee relationship exists under this Contract. Notwithstanding this provision, to the extent that any claim, as described in this subsection, is based on alleged negligence or willful misconduct of WDB, Contractor shall have no duty to indemnify and hold WBD-SC harmless for that particular claim.

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 WDB relies upon such skills. Contractor pledges to perform the work skillfully and professionally. WDB'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 the 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 are directly associated with this contract;
- (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 three (3) years from the date of the end of the contract award or for three (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 WDB as

set forth in 2 CFR 200, as currently enacted or as may be amended throughout the term of this Contract.

## 14. Confidentiality

- A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.
- B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.
- C. Contractor shall promptly transmit to WDB all requests for disclosure of confidential information related to this Contract.
- D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information related to this Contract to anyone other than the State of California without prior written authorization from WDB.
- 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 photography. 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 the WDB 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.

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

#### 20. Nondiscrimination

- A. In rendering services under this contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation or other protected status.
- B. Further, Contractor shall not discriminate against its employees, which includes but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

## 21. Subcontractor and Assignment

- A. Services under this Contract are deemed to be personal services.
- B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the WDB's Business & Resource Services Manager, applicable Division Manager or his her designee and the President/Executive Director subject to any required state or federal approval.
- C. If WDB consents to the use of subcontractors, Contractor shall require and verify that its subcontractor maintain insurance meeting all of 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 WDB of the cause of the delay within ten (10) days of the start of the delay.

#### 23. Notice

- A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.
- B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

### 24. Nonrenewal

Contractor acknowledges that there is no guarantee that WDB 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 service.

Exhibit C

#### 25. WDB's Obligation Subject to Availability of Funds

The WDB's obligation under this Contract is subject to the availability of authorized funds. The WDB may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy to the WDB, 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 WDB 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 Directors of the WDB and ratified by the County of Solano Board of Supervisors (over \$50,000). If the Contract is terminated for non-appropriation of funds:
- The WDB 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,
- 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 Directors of the WDB 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 the WDB. If applicable funding is reduced, WDB may either:
  - Cancel this Contract; or, (1)
  - Offer a contract amendment reflecting the reduced funding. (2)

#### 26. **Changes and Amendments**

- WDB may request changes in Contractor's scope of service. 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.
- The party desiring the revision shall request amendments to the terms and B. conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.
- C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

#### 27. Choice of Law

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

Page 9

Exhibit C

## 28. Health Insurance Portability and Accountability Act

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

#### 29. Waiver

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

#### 30. Conflicts in the Contract Documents

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

## 31. Faith Based Organizations

- A. Contractor agrees and acknowledges that WDB 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 support religious activities; (c) the organization complies with the terms and conditions of this Contract.
- B. Contractor agrees and acknowledges that WDB may not make funds available for programs or services affiliated with a religious organization that (a) has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, sexual orientation, citizenship, or known disability; (b) will use the funds for a religious purpose, (c) will use funds for a program or service that subject its participants to religious education.
- C. Contractor agrees and acknowledges that all recipients of funding from WDB must (a) comply with all legal requirements and restrictions imposed upon government funded activities set forth in Article IX, section 8 and Article XVI section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

#### 32. Pricing

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

## 33. Use of Provisions, Terms, Conditions and Pricing by Other Public Agencies

Contractor and WDB 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

Exhibit C

own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. WDB 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 be virtue of doing so be deemed to indemnify and hold harmless WDB from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. WDB makes no guarantee of usage by other users of this contract nor shall the WDB incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

## 34. Disbarment or Suspension of Contractor

- A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred or otherwise ineligible to participate in the federal health programs as defined in 42 WSC 1320a-7b(f) ( the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded for participation in Federal healthcare programs or any state healthcare programs.
- B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the WDB of any change in the status of the representation and warranty set forth in this section.
- C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in WDB processing of Contractor's payment.

#### 35. Execution of Counterparts

This contract may be executed in two (2) 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 email 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 pay were an original signature.

## 36. 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 WDB or Contractor other than those contained in it.

## EXHIBIT D SPECIAL TERMS AND CONDITIONS

## 1. Contract Extension

Notwithstanding Section 2 of the Standard Contract, and unless terminated by either party prior to June 30, 2021, this Agreement shall be automatically extended from July 1, 2021 through July 30, 2022 to allow for continuation of services and sufficient time to complete novation or renewal contract.

## 2. Special Responsibilities of Contractor

- Submit verification of non-profit status, if a requirement for the award of this Contract;
- Provide an audit report, including a management letter to the WDB annually;
- Conduct an audit, at Contractor's expense, according to the requirements of OMB Circular A-133, which identifies all funds granted, received, disbursed and expended and provide the audit to WDB within 30 days of Completion;
- Provide an unaudited statement of revenue and expenditures to WDB within 30 days of completion of the project if funds awarded to Contractor are \$100,000 or less.



## Solano County

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

## Agenda Submittal

Agenua #. 12 Status. Consent Gale	genda #:	12	Status:	Consent Calenda
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Type: Contract Department: Workforce Development Board

File #: 20-562 Contact: Heather Henry, 863-3500

Agenda date: 08/11/2020 Final Action:

Title: Approve a Workforce Development Board (WDB) of Solano County contract with Center

for Employment Opportunities, Inc. to provide comprehensive services under the Prison to Employment Initiative for clients with criminal convictions beginning August 1, 2020 through June 30, 2021 for an amount not to exceed \$52,000; and Authorize the Workforce

Development Board President/Executive Director to sign the contract

Governing body: Board of Supervisors

District: All

Attachments: A - Contract

Date:	Ver.	Action By:	Action:	Result:

Published Notice Required? Yes \_\_\_\_\_No \_X\_ Public Hearing Required? Yes \_\_\_\_\_No \_X\_

## **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 contract with Center for Employment Opportunities, Inc. to provide comprehensive services under the Prison to Employment Initiative for clients with criminal convictions beginning August 1, 2020 through June 30, 2021 for an amount not to exceed \$52,000 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 approve a contract for \$52,000 with Center for Employment Opportunities to provide comprehensive services under the Prison to Employment Initiative for clients with criminal convictions for the period of August 1, 2020 through June 30, 2021

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.

The WDB received fund from the California Workforce Development Board, passed through the Sonoma Workforce Investment Board as the North Bay Regional fiscal agent, to provide services and improvements to justice-involved individuals through Prison to Employment.

#### File #: 20-562, Version: 1

#### Procurement Process

The WDB selected the Center for Employment Opportunities (CEO) through a sole source procurement to sub-contract transitional employment opportunities for justice-involved individuals as part of this initiative. CEO was selected via sole source due to the lack of organizations in Solano County providing transitional employment opportunities to justice-involved individuals and the uniqueness of their model.

CEO currently provides transitional jobs and job readiness for justice-involved individuals through the CalTrans initiative in Solano County through referrals from Parole and Probation entities. CEO will be able to incorporate WDB funding to serve an additional 13 justice-involved individuals into their program.

#### **FINANCIAL IMPACT:**

The WDB's FY2019/20 and FY2020/21 budget will include the necessary funding to cover the cost of this contract.

## **ALTERNATIVES:**

While not recommended, the Board could choose not to approve staff to contract with CEO and instead provide direction to conduct a new procurement for services. However, CEO is uniquely situated to provide the services required by the Prison to Employment initiative.

## **OTHER AGENCY INVOLVEMENT:**

No other agency involvement.

#### **CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

## **SERVICE AGREEMENT CONTRACT**



For WDB Use Only Contract No. PY-20-003

- 1. This Contract is entered into between the Workforce Development (WDB) of Solano County and the Center for Employment Opportunities, Inc. (CEO) to provide the WDB with comprehensive employment "earn and learn" services for clients with criminal convictions
- 2. The term of this Contract is: August 1, 2020 through June 30, 2021
- 3. The Maximum amount of this contract is: \$52,000.00

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 - Project Budget Summary

Exhibit C – General Terms and Conditions

APPROVED FOR THE WORKFORCE DEVELOPMENT BOARD BY:
(Signature, WDB Duly Authorized Representative) NAME: Heather Henry
TITLE: President/Executive Director DATE:
ADDRESS: 320 Campus Lane Fairfield, CA 94534

APPROVED BY THE CONTRACTOR (Signature, Contractor's Duly Authorized Representative) NAME: Kashonda Lawson TITLE: Regional Director DATE: 7-30-20 ADDRESS: 1411 Oliver Road, Suite 120 Fairfield, CA 94594 (707) 515-0468

Approved as to Form: Duraddle Cung

(707) 864-3501

Solano County Counsel

## EXHIBIT A SCOPE OF WORK

## A. **CONTRACTOR RESPONSIBLITIES**

## 1. AVAILABILITY TO PERFORM SERVICES

#### Contractor will:

- i. Provide and train qualified staff in order to plan for and administer the contracted services;
- ii. Provide services for duration of the Contract; and.
- iii. Provide services during scheduled days and/or hours as appropriate.

## 2. **SERVICE ACTIVITIES**

## Contractor will:

- i. Provide "earn and learn" services for up to 13 participants receiving State/County supervision in Solano.
- ii. Provide job readiness training through a weeklong class to prepare participants for full-time employment.
- iii. Administer transitional employment by crew-based maintenance work and on-the-job training with CEO partners, including Caltrans, for up to four days per week with daily pay and performance feedback.
- iv. Implement job coaching with individual weekly coaching sessions to develop job readiness and practice interview skills.
- v. Maintain and oversee job placement to align with individual interests and scheduling needs.
- vi. Provide post placement retention to participants including, but not limited to, one year of workplace and career counseling and financial incentives to support job retention.
- vii. Provide data entry, performance feedback/metrics, reporting for participants via CalJOBS and monthly reports to be mutually determined by the WDB and Contractor.

## B. RESPONSE TIME - On Call and Emergency Service

Contractor will be available each week during scheduled conference calls, and on an as-needed basis during in-office days to be mutually determined by the WDB and Contractor.

## C. ADMINISTRATION

#### 1. Maintenance of Effort

Contractor assures that services provided, and funds received under this Contract will not supplant existing services or funds allocated for the same purpose.

## 2. Successors

Should the Contractor sell or otherwise relinquish all or any portion of the ownership of the Contractor Corporation during the course of this Contract, any future owner(s) of the corporation will agree to be bound by the stipulated provisions for the length of the Contract.

## 3. Time is of the Essence of this Contract

All services to be performed specified under this Contract, including training must be delivered on or before the ending of date of this Contract.

## Exhibit B PROJECT BUDGET SUMMARY

DOCUMENTATION OF DELIVERY	DELIVERY PERIOD	FEE
Participant Services – Job Readiness for up to 13 clients @ \$3,500.00	August 1, 2020 – June 30, 2021	\$45,500.00
CalJOBS, Data Entry and Performance	August 1, 2020 – June 30, 2021	\$6,500.00
TOTAL		\$52,000.00

- 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 Contractor. Contractor will not be reimbursed for any out of pocket costs.
- 2. 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 described in Exhibit A, Scope of Work have been accepted in writing by the Executive Director/President of his/her designee.
- 3. Contractor shall provide any additional documentation as required by WDB at any time in order to substantiate its 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 \$52,000.00 for the related expenses unless this contract is modified in accordance with Section XXVI in Exhibit C, "Changes and Amendments".

## Exhibit C

Exhibit C

Contract Number: PY-20-003

## **Workforce Development Board of Solano County**

## **General Terms and Conditions**

## 1. Closing Out

- A. The WDB will pay the Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, WDB will withhold from the Contractor's final request for payment, the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for WDB'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 WDB. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the WDB under this Contract have ceased and that no further payments are due or outstanding.
- C. The WDB 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 WDB approval for an alternate final invoice submission deadline shall be sought from the WDB 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 license/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the WDB's Planning Unit.

## 4. Termination

- A. This Contract may be terminated by WDB or Contractor, at any time with or without cause, upon 30 days written notice from one to the other.
- B. WDB may terminate this Contract immediately upon notice of Contractor's malfeasance.
- C. Following termination, WDB 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. WDB 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. WDB'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 WDB, 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

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.
Automobile Liability:     Aggregate	\$1,000,000 \$2,000,000	per accident for bodily injury and property damage
3. Workers' Compensation		as required by the State of California
4. Employers Liability	\$1,000,000	per accident for bodily injury of
Aggregate	\$2,000,000	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 of twice the required limit
Professional Liability:     Aggregate	\$1,000,000 \$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 3 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, WDB is entitled to coverage for the higher limits by Contractor.

#### F. Deductibles and Self-Insured Retentions

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

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

## G. Other Insurance provisions

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

- (1) The WDB, its officers, officials, agents, employees, and volunteers must be included as additional insured 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 to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insured shall be at least as broad as that afforded to the first named insured.
- (2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the WDB, its officers, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.
- (3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

## H. Waiver of Subrogation

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

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

## J. Verification of Coverage

- (1) Contractor must furnish WDB with original certificates and endorsements effecting coverage required by this Contract.
- (2) The endorsements should be on forms provided that conform to the WDB's requirements and acceptable to the WDB.
- (3) WDB 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) WDB 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.

#### 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 the WDB's reasonable satisfaction.

#### 9. Default

- A. If Contractor defaults in Contractor's performance, WDB shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.
- B. If Contractor fails to cure default within the specified period of time, WDB may elect to cure the default and any expense incurred shall be payable by Contractor to WDB.
- C. If WDB 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, WDB 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 WDB, its officers, employees, agents and board members 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 agency for, Contractor, excepting the negligence or willful misconduct of the WDB. 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 the WDB. 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 WDB 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, withholding, Social Security, unemployment, disability insurance, Worker's Compensation and Medicare payments.
- D. Contractor shall indemnify and hold WDB harmless from any liability which WDB may incur because of Contractor's failure to pay such obligations, as set forth in this paragraph, nor shall WDB be responsible for any employer-related costs not otherwise agreed to in advance between the WDB and the Contractor.
- E. As an independent contractor, Contractor is not subject to the direction and control of the WDB except as to the final result contracted for under this Contract. WDB 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 WDB 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 WDB harmless from any claims that may be made against WDB based solely on the contention by a third party that an employer-employee relationship exists under this Contract. Notwithstanding this provision, to the extent that any claim, as described in this subsection, is based on alleged negligence or willful misconduct of WDB, Contractor shall have no duty to indemnify and hold WBD-SC harmless for that particular claim.

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 WDB relies upon such skills. Contractor pledges to perform the work skillfully and professionally. WDB'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 the 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 are directly associated with this contract;
- (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 three (3) years from the date of the end of the contract award or for three (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 WDB as set forth in 2 CFR 200, as currently enacted or as may be amended throughout the term of this Contract.

## 14. Confidentiality

- A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.
- B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.
- C. Contractor shall promptly transmit to WDB all requests for disclosure of confidential information related to this Contract.
- D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information related to this Contract to anyone other than the State of California without prior written authorization from WDB.
- 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 photography. 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 the WDB 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.

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

## 20. Nondiscrimination

- A. In rendering services under this contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation or other protected status.
- B. Further, Contractor shall not discriminate against its employees, which includes but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

## 21. Subcontractor and Assignment

- A. Services under this Contract are deemed to be personal services.
- B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the WDB's Business & Resource Services Manager, applicable Division Manager or his her designee and the President/Executive Director subject to any required state or federal approval.
- C. If WDB consents to the use of subcontractors, Contractor shall require and verify that its subcontractor maintain insurance meeting all of 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 WDB of the cause of the delay within ten (10) days of the start of the delay.

## 23. Notice

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

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

### 24. Nonrenewal

Contractor acknowledges that there is no guarantee that WDB 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 service.

## 25. WDB's Obligation Subject to Availability of Funds

- A. The WDB's obligation under this Contract is subject to the availability of authorized funds. The WDB may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy to the WDB, 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 WDB 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 Directors of the WDB and ratified by the County of Solano Board of Supervisors (over \$50,000). If the Contract is terminated for non-appropriation of funds:
- i. The WDB 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 Directors of the WDB 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 the WDB. If applicable funding is reduced, WDB may either:
  - (1) Cancel this Contract; or,
  - (2) Offer a contract amendment reflecting the reduced funding.

## 26. Changes and Amendments

- A. WDB may request changes in Contractor's scope of service. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.
- B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.
- C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this

Contract unless reduced to writing according to the applicable provisions of this Contract.

#### 27. Choice of Law

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

## 28. Health Insurance Portability and Accountability Act

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

## 29. Waiver

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

## 30. Conflicts in the Contract Documents

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

## 31. Faith Based Organizations

- A. Contractor agrees and acknowledges that WDB 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 support religious activities; (c) the organization complies with the terms and conditions of this Contract.
- B. Contractor agrees and acknowledges that WDB may not make funds available for programs or services affiliated with a religious organization that (a) has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, sexual orientation, citizenship, or known disability; (b) will use the funds for a religious purpose, (c) will use funds for a program or service that subject its participants to religious education.
- C. Contractor agrees and acknowledges that all recipients of funding from WDB must (a) comply with all legal requirements and restrictions imposed upon government funded activities set forth in Article IX, section 8 and Article XVI section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

## 32. Pricing

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

## 33. Use of Provisions, Terms, Conditions and Pricing by Other Public Agencies

Contractor and WDB 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. WDB 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 be virtue of doing so be deemed to indemnify and hold harmless WDB from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. WDB makes no guarantee of usage by other users of this contract nor shall the WDB incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

## 34. Disbarment or Suspension of Contractor

- A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred or otherwise ineligible to participate in the federal health programs as defined in 42 WSC 1320a-7b(f) ( the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded for participation in Federal healthcare programs or any state healthcare programs.
- B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the WDB of any change in the status of the representation and warranty set forth in this section.
- C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in WDB processing of Contractor's payment.

## 35. Execution of Counterparts

This contract may be executed in two (2) 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 email 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 pay were an original signature.

## 36. 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 WDB or Contractor other than those contained in it.



## Solano County

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

## Agenda Submittal

Agenda #:	13	Status:	Regular Calendar

Type: Presentation Department: Health and Social Services

 File #:
 20-568
 Contact:
 Bela Matyas, 784-8400

Agenda date: 08/11/2020 Final Action:

Title: Receive a verbal update from Dr. Bela Matyas, Public Health Officer, Terry Schmidtbauer,

Interim Director of Resource Management and Daniel Del Monte, Principal Management Analyst regarding the coronavirus disease 2019 (COVID-19) pandemic emergency

response efforts

**Governing body:** Board of Supervisors

District: All

Attachments:

Date:	Ver. A	ction By:			Action:	Result:
Published	Notice Requir	red? \	Yes _	No _X		
Public Hea	aring Required	d? `	Yes	No X		

## **DEPARTMENTAL RECOMMENDATION:**

It is recommended that the Board receive an update from Dr. Bela Matyas, Public Health Officer, Terry Schmidtbauer, Interim Director of Resource Management and Daniel Del Monte, Principal Management Analyst regarding the coronavirus disease 2019 (COVID-19) pandemic emergency response efforts.

For information, updates and resources on COVID-19, please visit the Solano County Public Health web page at:

<a href="http://www.solanocounty.com/depts/ph/ncov.asp">http://www.solanocounty.com/depts/ph/ncov.asp</a>



## Solano County

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

## Agenda Submittal

Agenda #:	14	Status:	Regular Calendar					
Type:	Presentation	Department:	Health and Social Services					
File #:	20-585	Contact:	Don Ryan, 784-1600	Don Ryan, 784-1600				
Agenda date:	08/11/2020	Final Action:	Final Action:					
Title:		bal update from Don Ryan, l nutoff (PSPS) and fire prevention	Emergency Services Manager, regarding Poland response efforts	ublic				
Governing body:	Board of Superv	Board of Supervisors						
District:	All	All						
Attachments:								
Date: Ver.	Action By:	Action:	Result:					
Published Notice F		No_X No_X						

## **DEPARTMENTAL RECOMMENDATION:**

It is recommended that the Board receive a verbal update from Don Ryan, Emergency Services Manager, regarding Public Safety Power Shutoff (PSPS) and fire prevention and response efforts.



# Solano County

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

# Agenda Submittal

Agenda #: 15 Status: Regular Calendar

Type: Legislation Department: County Administrator

File #: 20-588 Contact: Matthew A. Davis, 784-6111

Agenda date: 08/11/2020 Final Action:

Title: Receive an update from staff on items discussed at the Board's Legislative Committee on

August 3, 2020; Receive an update from the County's Federal Legislative Advocates on the status of legislation of interest to the County regarding the ongoing COVID-19 federal relief aid package negotiations; and Receive and update from the County's State

Legislative Advocates on the status of legislation that is of interest to the County

Governing body: Board of Supervisors

District: All

Attachments: A - HR 1957, Great American Outdoors Act, B - HR 7575, Water Resource Funding Act of

2020, C - SB 974, Inprove Water Infrastructure, D - Federal Legislative Udpate, August 5,

2020, E - State Bill Tracking Report

Date: Ver. Action By: Action: Result:

Published Notice Required? Yes \_\_\_\_\_ No \_\_X Public Hearing Required? Yes \_\_\_\_\_ No \_\_X

#### **DEPARTMENTAL RECOMMENDATION:**

It is recommended that the Board of Supervisors receive an update from staff on items discussed at the Board's Legislative Committee on August 3, 2020; receive an update from the County's Federal Legislative Advocates on the status of legislation of interest to the County regarding the ongoing COVID-19 federal relief aid package negotiations, and receive and update from the County's State Legislative Advocates on the status of legislation that is of interest to the County.

#### **SUMMARY:**

Staff will provide an overview of items discussed at the Board's Legislative Committee on August 3, 2020. The County's Federal Legislative Advocates at Paragon Government Relations will give a verbal update on developments taking place in Washington DC and key legislation of interest to the County, including COVID-19 federal relief aid negotiations. 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. The informational items before the Board were reviewed by the County's Legislative Committee and are discussed individually in the discussion section below. It is important to note that the August 3, 2020 Legislative Committee meeting took place in a virtual setting on the Microsoft Teams video platform.

#### 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.

File #: 20-588, Version: 1

#### **DISCUSSION:**

The County's Legislative Committee Members, Supervisor Erin Hannigan and Supervisor John Vasquez met on the virtual platform, Microsoft Teams on August 3, 2020 to discuss both Federal and State issues. Joe Krahn, Hasan Sarsour, and Tom Joseph of Paragon Government Relations, the County's federal legislative advocacy team, and Karen Lange of SYASL Partners, Inc., the County's state legislative advocate, all participated in the meeting as well.

The County's August 3, 2020 Legislative Committee agenda packet can be accessed at the following link:

<a href="http://www.solanocounty.com/civicax/filebank/blobdload.aspx?BlobID=32795">http://www.solanocounty.com/civicax/filebank/blobdload.aspx?BlobID=32795</a>

The meeting agenda included two federal action items and one local state-action item which are all discussed below:

#### H.R. 1957 / S. 3422 - Great American Outdoors Act

The Great American Outdoors Act (H.R. 1957) was introduced in the House of Representatives by Congressman John Lewis (D-GA) in March of 2019. A revised version of the legislation (S. 3422) was subsequently offered by Senators Cory Gardner (R-CO) and Joe Manchin (D-WV) and was recently approved by both chambers of Congress. Among other things, the bill would convert the Land and Water Conservation Fund (LWCF) to a mandatory spending program. Beginning in fiscal year 2021, the LWCF, which is funded by offshore oil and gas leasing revenues, will receive \$900 million in guaranteed funding on an annual basis to support the protection of public lands and waters, including national parks, federal forest lands, wildlife refuges and recreation areas. The Great American Outdoors Act, which retained the original bill number (H.R. 1957), was signed into law by the President on August 4, 2020. The bill, H.R. 1957

<a href="https://www.congress.gov/116/bills/hr1957/BILLS-116hr1957enr.pdf">https://www.congress.gov/116/bills/hr1957/BILLS-116hr1957enr.pdf</a> is ATTACHMENT A.

<u>SUPPORT</u> - Following a discussion, the Legislative Committee, by request of the Solano County Department of Resource Management's Interim Director, Terry Schmidtbauer, agreed to support the bill, as it would help support public lands, wildlife refuges, and recreation areas in Solano County, and to show support, on the record, for H.R. 1957 and celebrate its passing through Congress and being signed by the President.

# H.R. 7575 - Water Resources Development Act of 2020

On July 13, 2020, Representative Peter DeFazio (D-OR) introduced H.R. 7575, a bill that would provide for improvements to the rivers and harbors of the United States, and provide for the conservation and development of water and related resources. Specifically, WRDA bills authorize water resource studies and projects and set policies for navigation, flood control, hydropower, recreation, water supply and emergency management and addresses county interests related to ports, inland waterways, levees, dams, wetlands, watersheds and coastal restoration. The bill was first introduced in the House of Representatives on July 13, 2020 and amended by the Committee on Transportation and Infrastructure on July 24, 2020. The bill was passed by the House on July 29, 2020 was received by the Senate on July 30, 2020 and is pending a vote. The bill, H.R. 7575 <a href="https://www.congress.gov/116/bills/hr7575/BILLS-116hr7575eh.pdf">https://www.congress.gov/116/bills/hr7575/BILLS-116hr7575eh.pdf</a> is ATTACHMENT B.

SUPPORT - Following a discussion, the Legislative Committee, by request of the Solano County Department of Resource Management's Interim Director, Terry Schmidtbauer, agreed to support the bill, as it includes appropriations to the 5 Bay Area Delta Counties, including Solano County, to conduct work with the Army Core of Engineers on a master plan of projects, including, but not limited to addressing flood levee protection, identifying and constructing new levees and to combat invasive algae blooms in delta waterways, and to write letters of support to Senators, urging them

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#### include favorable components of the House bill as a part of the complete Senate package.

#### SB 974 - Improve Water Infrastructure in Disadvantaged Communities

On February 11, 2020, Senator Melissa Hurtado (D-CA) introduced SB 974, a bill that would add a section to the Public Resources Code, and, with certain specified exceptions, exempt from CEQA certain projects consisting solely of the installation, repair, or reconstruction of water infrastructure, as specified, that primarily benefit a small disadvantaged community water system by improving the small disadvantaged community water system's water quality, water supply, or water supply reliability, by encouraging water conservation, or by providing drinking water service to existing residences within a disadvantaged community where there is evidence that the water exceeds maximum contaminant levels for primary or secondary drinking water standards or where the drinking water well is no longer able to produce an adequate supply of safe drinking water. The bill was referred to the Committee on Natural Resources on June 29, 2020 and is scheduled for hearing on August 6, 2020. The bill, SB 974 <a href="https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?">https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?</a> bill id=201920200SB974> is ATTACHMENT C.

WATCH POSITION - Following a discussion, the Legislative Committee, by request of the Solano County Department of Resource Management's Interim Director, Terry Schmidtbauer, agreed to take a watch position on the bill, and have asked Karen Lange, the County's state legislative advocate, to reach out to the bill's author, asking her to consider adding language that would include state small water systems, in addition to disadvantaged communities, as Solano County regulates some state small water systems, all of which lack the technical capacity to operate properly, and would benefit from additional state funding. Because the bill is set for hearing on August 6, by the time the Board of Supervisors receives a report-out on August 11, a decision may already be made, and if so, Karen Lange will provide an update as to its status.

This staff report also includes a federal legislative update summary from Paragon Government Relations, dated August 5, 2020 (ATTACHMENT D) and a state legislative update on bills Solano County has been following during the 2019-2020 legislative session from Karen Lange of SYASL Partners, Inc., (ATTACHMENT E).

# **OTHER AGENCY INVOLVEMENT:**

Staff consulted with Solano County Department Heads, Paragon Government Relations, SYASL Partners, Inc. to compile this legislative report.



# One Hundred Sixteenth Congress of the United States of America

#### AT THE SECOND SESSION

Begun and held at the City of Washington on Friday, the third day of January, two thousand and twenty

# An Act

To amend title 54, United States Code, to establish, fund, and provide for the use of amounts in a National Parks and Public Land Legacy Restoration Fund to address the maintenance backlog of the National Park Service, the United States Fish and Wildlife Service, the Bureau of Land Management, the Forest Service, and the Bureau of Indian Education, and to provide permanent, dedicated funding for the Land and Water Conservation Fund, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

#### SECTION 1. SHORT TITLE.

This Act may be cited as the "Great American Outdoors Act".

#### SEC. 2. NATIONAL PARKS AND PUBLIC LAND LEGACY RESTORATION FUND.

(a) IN GENERAL.—Subtitle II of title 54, United States Code, is amended by inserting after chapter 2003 the following:

# "CHAPTER 2004—NATIONAL PARKS AND PUBLIC LAND LEGACY RESTORATION FUND

"200401 Definitions

"200402. National Parks and Public Land Legacy Restoration Fund.

#### "§ 200401. Definitions

"In this chapter:

"(1) ASSET.—The term 'asset' means any real property, including any physical structure or grouping of structures, landscape, trail, or other tangible property, that—

"(A) has a specific service or function; and

"(B) is tracked and managed as a distinct, identifiable

entity by the applicable covered agency.

"(2) COVERED AGENCY.—The term 'covered agency' means—

"(A) the Service;

"(B) the United States Fish and Wildlife Service;

"(C) The Former Covered agency' means—

"(C) the Forest Service;

"(D) the Bureau of Land Management; and
"(E) the Bureau of Indian Education.
"(3) FUND.—The term 'Fund' means the National Parks
and Public Land Legacy Restoration Fund established by sec-

"(4) PROJECT.—The term 'project' means any activity to reduce or eliminate deferred maintenance of an asset, which may include resolving directly related infrastructure defi-ciencies of the asset that would not by itself be classified as deferred maintenance.

#### "§ 200402. National Parks and Public Land Legacy Restoration Fund

"(a) ESTABLISHMENT.—There is established in the Treasury of the United States a fund to be known as the 'National Parks and Public Land Legacy Restoration Fund'.

"(b) Deposits.

"(1) DEPOSITS.—
"(1) IN GENERAL.—Except as provided in paragraph (2), for each of fiscal years 2021 through 2025, there shall be deposited in the Fund an amount equal to 50 percent of all energy development revenues due and payable to the United States from oil, gas, coal, or alternative or renewable energy development on Federal land and water credited, covered, or denocited as miscallaneous receipts under Enderal law in the deposited as miscellaneous receipts under Federal law in the preceding fiscal year.

(2) MAXIMUM AMOUNT.—The amount deposited in the Fund under paragraph (1) shall not exceed \$1,900,000,000 for any

fiscal year.
"(3) EFFECT ON OTHER REVENUES.—Nothing in this section

affects the disposition of revenues that-"(A) are due to the United States, special funds, trust funds, or States from mineral and energy development on Federal land and water; or "(B) have been otherwise appropriated—

"(i) under Federal law, including—
"(I) the Gulf of Mexico Energy Security Act
of 2006 (43 U.S.C. 1331 note; Public Law 109–
432); and
"(II) the Mineral Leasing Act (30 U.S.C. 181

et seq.); or

"(ii) from—
"(I) the Land and Water Conservation Fund established under chapter 2003; or
"(II) the Historic Preservation Fund estab-

lished under chapter 3031.

"(c) AVAILABILITY OF FUNDS.—Amounts deposited in the Fund shall be available to the Secretary and the Secretary of Agriculture, as provided in subsection (e), without further appropriation or fiscal

"(d) INVESTMENT OF AMOUNTS.—
"(1) IN GENERAL.—The Secretary may request the Secretary of the Treasury to invest any portion of the Fund that is not, as determined by the Secretary, in consultation with the Secretary of Agriculture, required to meet the current needs

of the Fund.

"(2) REQUIREMENT.—An investment requested under paragraph (1) shall be made by the Secretary of the Treasury in a public debt security-

"(A) with a maturity suitable to the needs of the Fund,

as determined by the Secretary; and

"(B) bearing interest at a rate determined by the Secretary of the Treasury, taking into consideration current market yields on outstanding marketable obligations of the United States of comparable maturity.

"(3) CREDITS TO FUND.—The income on investments of the Fund under this subsection shall be credited to, and form a part of, the Fund.

"(e) USE OF FUNDS.—

"(1) IN GENERAL.—Amounts deposited in the Fund for each fiscal year shall be used for priority deferred maintenance projects in the System, in the National Wildlife Refuge System, on public land administered by the Bureau of Land Management, for the Bureau of Indian Education schools, and in the National Forest System, as follows:

"(A) 70 percent of the amounts deposited in the Fund

for each fiscal year shall be allocated to the Service.

"(B) 15 percent of the amounts deposited in the Fund

for each fiscal year shall be allocated to the Forest Service. "(C) 5 percent of the amounts deposited in the Fund

for each fiscal year shall be allocated to the United States Fish and Wildlife Service. (D) 5 percent of the amounts deposited in the Fund

for each fiscal year shall be allocated to the Bureau of

"(E) 5 percent of the amounts deposited in the Fund for each fiscal year shall be allocated to the Bureau of Indian Education.

"(2) Limitations.-

"(A) Non-transportation projects.—Over the term of the Fund, within each covered agency, not less than 65 percent of amounts from the Fund shall be allocated

65 percent of amounts from the Fund shall be allocated for non-transportation projects.

"(B) TRANSPORTATION PROJECTS.—The amounts remaining in the Fund after the allocations required under subparagraph (A) may be allocated for transportation projects of the covered agencies, including paved and unpaved roads, bridges, tunnels, and paved parking areas.

"(C) PLAN —Any priority deformed maintenance project

"(C) PLAN.—Any priority deferred maintenance project funded under this section shall be consistent with an applicable transportation, deferred maintenance, or capital improvement plan developed by the applicable covered

agency.

"(f) PROHIBITED USE OF FUNDS.—No amounts in the Fund shall be used-

"(1) for land acquisition;

"(2) to supplant discretionary funding made available for annually recurring facility operations, maintenance, and construction needs; or

(3) for bonuses for employees of the Federal Government

that are carrying out this section.

(g) Submission of Priority List of Projects to Congress.-"(1) SUBMISSION OF PRIORITY LIST OF PROJECTS TO CONGRESS.—
Not later than 90 days after the date of enactment of this section, the Secretary and the Secretary of Agriculture shall submit to the Committees on Energy and Natural Resources and Appropriations of the Senate and the Committees on Natural Resources and Appropriations of the House of Representatives a list of projects to be funded for fiscal year 2021 that—

"(1) are identified by the Secretary and the Secretary of

Agriculture as priority deferred maintenance projects; and "(2) as of the date of the submission of the list, are ready

to be implemented.

- "(h) Submission of Annual List of Projects to Congress.-Until the date on which all of the amounts in the Fund are expended, the President shall annually submit to Congress, together with the annual budget of the United States, a list of projects to be funded from the Fund that includes a detailed description of each project, including the estimated expenditures from the Fund for the project for the applicable fiscal year.
  - "(i) ALTERNATE ALLOCATION.-
  - "(1) IN GENERAL.—Appropriations Acts may provide for alternate allocation of amounts made available under this section, consistent with the allocations to covered agencies under
    - "(2) ALLOCATION BY PRESIDENT.—
    - "(A) NO ALTERNATE ALLOCATIONS.—If Congress has not enacted legislation establishing alternate allocations by the date on which the Act making full-year appropriations for the Department of the Interior, Environment, and Related Agencies for the applicable fiscal year is enacted into law, amounts made available under subsection (c) shall be allocated by the President.
    - "(B) INSUFFICIENT ALTERNATE ALLOCATION.—If Congress enacts legislation establishing alternate allocations for amounts made available under subsection (c) that are less than the full amount appropriated under that sub-section, the difference between the amount appropriated and the alternate allocation shall be allocated by the Presi-
  - "(j) Public Donations.
  - "(1) IN GENERAL.—The Secretary and the Secretary of Agriculture may accept public cash or in-kind donations that advance efforts-
    - "(A) to reduce the deferred maintenance backlog; and "(B) to encourage relevant public-private partnerships.
  - "(2) CREDITS TO FUND.—Any cash donations accepted under paragraph (1) shall be-
    - "(A) credited to, and form a part of, the Fund; and "(B) allocated to the covered agency for which the donation was made.
  - "(3) Other allocations.—Any donations allocated to a covered agency under paragraph (2)(B) shall be allocated to the applicable covered agency independently of the allocations
- the applicable covered agency independently of the allocations under subsection (e)(1).

  "(k) REQUIRED CONSIDERATION FOR ACCESSIBILITY.—In expending amounts from the Fund, the Secretary and the Secretary of Agriculture shall incorporate measures to improve the accessibility of assets and accommodate visitors and employees with disabilities in accordance with applicable law.".

  (b) CLERICAL AMENDMENT.—The table of chapters for subtitle II of title 54, United States Code, is amended by inserting after the item relating to chapter 2003 the following:
- "2004. National Parks and Public Land Legacy Restoration Fund .....
- (c) GAO STUDY.—Not later than 5 years after the date of enactment of this Act, the Comptroller General of the United States shall-
  - (1) conduct a study on the implementation of this section and the amendments made by this section, including whether

this section and the amendments made by this section have effectively reduced the priority deferred maintenance backlog of the covered agencies (as that term is defined in section 200401 of title 54, United States Code); and

(2) submit to Congress a report that describes the results

of the study under paragraph (1).

#### SEC. 3. PERMANENT FULL FUNDING OF THE LAND AND WATER CON-SERVATION FUND.

(a) In General.—Section 200303 of title 54, United States Code, is amended to read as follows:

#### "§ 200303. Availability of funds

"(a) IN GENERAL.—Any amounts deposited in the Fund under section 200302 for fiscal year 2020 and each fiscal year thereafter shall be made available for expenditure for fiscal year 2021 and each fiscal year thereafter, without further appropriation or fiscal year limitation, to carry out the purposes of the Fund (including accounts and programs made available from the Fund pursuant to the Further Consolidated Appropriations Act, 2020 (Public Law 116-94; 133 Stat. 2534)).

"(b) ADDITIONAL AMOUNTS.—Amounts made available under subsection (a) shall be in addition to amounts made available to the Fund under section 105 of the Gulf of Mexico Energy Security Act of 2006 (43 U.S.C. 1331 note; Public Law 109-432) or otherwise

appropriated from the Fund.

"(c) ALLOCATION AUTHORITY.— "(1) Submission of Cost Estimates.—The President shall submit to Congress detailed account, program, and project allocations of the full amount made available under subsection

(A) for fiscal year 2021, not later than 90 days after the date of enactment of the Great American Outdoors

Act; and

"(B) for each fiscal year thereafter, as part of the annual budget submission of the President.

"(2) ALTERNATE ALLOCATION.—
"(A) IN GENERAL.—Appropriations Acts may provide for alternate allocation of amounts made available under subsection (a), including allocations by account, program,

and project.
"(B) ALLOCATION BY PRESIDENT.—

"(i) NO ALTERNATE ALLOCATIONS.—If Congress has not enacted legislation establishing alternate allocations by the date on which the Act making full-year appropriations for the Department of the Interior, Environment, and Related Agencies for the applicable fiscal year is enacted into law, amounts made available under subsection (a) shall be allocated by the Presi-

dent.

"(ii) INSUFFICIENT ALTERNATE ALLOCATION.—If Congress enacts legislation establishing alternate allocations for amounts made available under subsection (a) that are less than the full amount appropriated under that subsection, the difference between the amount appropriated and the alternate allocation shall be allocated by the President.

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"(3) RECREATIONAL PUBLIC ACCESS.—Amounts expended from the Fund under this section shall be consistent with the requirements for recreational public access for hunting, fishing, recreational shooting, or other outdoor recreational purposes under section 200306(c).

"(4) ANNUAL REPORT.—The President shall submit to Congress an annual report that describes the final allocation by account, program, and project of amounts made available under subsection (a), including a description of the status of obligations and expenditures.".

tions and expenditures.".

(b) CONFORMING AMENDMENTS.—

(1) Section 200302(c) of title 54, United States Code, is amended by striking paragraph (3).

(2) Section 200306(a)(2)(B) of title 54, United States Code, is amended by striking clause (iii).

(c) CLERICAL AMENDMENT.—The table of sections for chapter 2003 of title 54, United States Code, is amended by striking the item relating to section 200303 and inserting the following:

"200303. Availability of funds.".

Speaker of the House of Representatives.

Vice President of the United States and President of the Senate. The following document can be accessed via the link in the list below, in addition to being on file with the Clerk of the Board.

B – H.R. 7575 - Water Resources Development Act of 2020

# AMENDED IN SENATE JUNE 18, 2020 AMENDED IN SENATE JUNE 2, 2020 AMENDED IN SENATE MARCH 24, 2020

# SENATE BILL

No. 974

# **Introduced by Senator Hurtado**

February 11, 2020

An act to amend Section 21080 of add Section 21080.47 to the Public Resources Code, relating to environmental quality.

#### LEGISLATIVE COUNSEL'S DIGEST

SB 974, as amended, Hurtado. California Environmental Quality Act: small disadvantaged community water system: exemption.

The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify completion of an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment, or to adopt a negative declaration or mitigated negative declaration, as specified, if it finds that the project will not have that effect. CEQA includes exemptions from its environmental review requirements for numerous categories of projects, as prescribed.

This bill would, with certain specified exceptions, exempt from CEQA certain projects consisting solely of the installation, repair, or reconstruction of water infrastructure, as specified, that primarily benefit a small disadvantaged community water system by improving the small disadvantaged community water system's water quality, water supply, or water supply reliability, by encouraging water conservation, or by providing drinking water service to existing residences within a disadvantaged community where there is evidence that the water exceeds

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maximum contaminant levels for primary or secondary drinking water standards or where the drinking water well is no longer able to produce an adequate supply of safe drinking water. To qualify for this CEQA exemption, the bill would require these projects to meet *certain labor requirements and* certain conditions, including fully mitigating all construction impacts and not affecting wetlands or sensitive habitat. The bill would also define various terms for purposes of this exemption. Because a lead agency would be required to determine whether a project qualifies for this exemption, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: yes.

The people of the State of California do enact as follows:

- SECTION 1. The Legislature finds and declares both of the following:
  - (a) In enacting Section 106.3 of the Water Code, the Legislature declared the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.
  - (b) The provisions of this act are in furtherance of the state's policy regarding the human right to water.
- 9 SEC. 2. Section 21080 of the Public Resources Code is 10 amended to read:
  - 21080. (a) Except as otherwise provided in this division, this division shall apply to discretionary projects proposed to be carried out or approved by public agencies, including, but not limited to, the enactment and amendment of zoning ordinances, the issuance of zoning variances, the issuance of conditional use permits, and the approval of tentative subdivision maps unless the project is exempt from this division.
- 18 (b) This division does not apply to any of the following activities:

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(1) Ministerial projects proposed to be carried out or approved by public agencies.

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- (2) Emergency repairs to public service facilities necessary to maintain service.
- (3) Projects undertaken, carried out, or approved by a public agency to maintain, repair, restore, demolish, or replace property or facilities damaged or destroyed as a result of a disaster in a disaster-stricken area in which a state of emergency has been proclaimed by the Governor pursuant to Chapter 7 (commencing with Section 8550) of Division 1 of Title 2 of the Government
- (4) Specific actions necessary to prevent or mitigate an emergency.
  - (5) Projects that a public agency rejects or disapproves.
- (6) Actions undertaken by a public agency relating to any thermal powerplant site or facility, including the expenditure, obligation, or encumbrance of funds by a public agency for planning, engineering, or design purposes, or for the conditional sale or purchase of equipment, fuel, water (except groundwater), steam, or power for a thermal powerplant, if the powerplant site and related facility will be the subject of an environmental impact report, negative declaration, or other document, prepared pursuant to a regulatory program certified pursuant to Section 21080.5, which will be prepared by the State Energy Resources Conservation and Development Commission, by the Public Utilities Commission, or by the city or county in which the powerplant and related facility would be located if the environmental impact report, negative declaration, or document includes the environmental impact, if any, of the action described in this paragraph.
- (7) Activities or approvals necessary to the bidding for, hosting or staging of, and funding or carrying out of, an Olympic games under the authority of the International Olympic Committee, except for the construction of facilities necessary for the Olympic games.
- (8) The establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, or other charges by public agencies that the public agency finds are for the purpose of (A) meeting operating expenses, including employee wage rates and fringe benefits, (B) purchasing or leasing supplies, equipment, or materials, (C) meeting financial reserve needs and requirements, (D) obtaining funds for capital projects necessary to maintain

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service within existing service areas, or (E) obtaining funds necessary to maintain those intracity transfers as are authorized by city charter. The public agency shall incorporate written findings in the record of any proceeding in which an exemption under this paragraph is claimed setting forth with specificity the basis for the claim of exemption.

- (9) All classes of projects designated pursuant to Section 21084.
- (10) A project for the institution or increase of passenger or commuter services on rail or highway rights-of-way already in use, including modernization of existing stations and parking facilities. For purposes of this paragraph, "highway" shall have the same meaning as defined in Section 360 of the Vehicle Code.
- (11) A project for the institution or increase of passenger or commuter service on high-occupancy vehicle lanes already in use, including the modernization of existing stations and parking facilities.
- (12) Facility extensions not to exceed four miles in length that are required for the transfer of passengers from or to exclusive public mass transit guideway or busway public transit services.
- (13) A project for the development of a regional transportation improvement program, the state transportation improvement program, or a congestion management program prepared pursuant to Section 65089 of the Government Code.
- (14) Any project or portion thereof located in another state that will be subject to environmental impact review pursuant to the federal National Environmental Policy Act of 1969 (42 U.S.C. Sec. 4321 et seq.) or similar state laws of that state. Any emissions or discharges that would have a significant effect on the environment in this state are subject to this division.
- (15) Projects undertaken by a local agency to implement a rule or regulation imposed by a state agency, board, or commission under a certified regulatory program pursuant to Section 21080.5. Any site-specific effect of the project that was not analyzed as a significant effect on the environment in the plan or other written documentation required by Section 21080.5 is subject to this division.
- 37 (16) (A) Projects that satisfy all of the following:
- 38 <del>(i) The</del>
- 39 SEC. 2. Section 21080.47 is added to the Public Resources 40 Code, to read:

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21080.47. (a) For purposes of this section, the following definitions apply:

- (1) "Community water system" means a public water system that serves at least 15 service connections used by yearlong residents or regularly serves at least 25 yearlong residents within the area served by the public water system.
- (2) "Disadvantaged community" means a community with an annual median household income that is less than 80 percent of the statewide annual median household income.
- (3) "Nontransient noncommunity water system" means a public water system that is not a community water system and that regularly serves at least 25 of the same persons more than six months per year.
- (4) (A) "Project" means a project that consists solely of the installation, repair, or reconstruction of one or more of the following:
- (i) Drinking water groundwater wells with a maximum flow rate of up to 250 gallons per minute.
- (ii) Drinking water treatment facilities with a footprint of less than 2,500 square feet that are not located in an environmentally sensitive area.
- (iii) Drinking water storage tanks with a capacity of up to 250,000 gallons.
  - (iv) Booster pumps and hydropneumatic tanks.
- (v) Pipelines of less than one mile in length in a road right-of-way or up to seven miles in length in a road right-of-way when the project is required to address threatened or current drinking water violations.
  - (vi) Water service lines.

- (vii) Minor drinking water system appurtenances, including, but not limited to, system and service meters, fire hydrants, water quality sampling stations, valves, air releases and vacuum break valves, emergency generators, backflow prevention devices, and appurtenance enclosures.
- (B) "Project" does not include either of the following categories of projects:
- (i) Facilities that are constructed primarily to serve future growth.
- 39 (ii) Facilities that are used to dam, divert, or convey surface 40 water.

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(5) "Project labor agreement" has the same meaning as in paragraph (1) of subdivision (b) of Section 2500 of the Public Contract Code.

- (6) "Public water system" means a system for the provision of water for human consumption through pipes or other constructed conveyances that has 15 or more service connections or regularly serves at least 25 individuals daily at least 60 days out of the year, and shall include, but not be limited to, any of the following:
- (A) Any collection, treatment, storage, and distribution facilities under the control of, and used primarily in connection with, the public water system.
- (B) Any collection or pretreatment storage facilities not under the control of the operator of the public water system, but that are used primarily in connection with the public water system.
- (C) Any system for the provision of water for human consumption through pipes or other constructed conveyances that treats water on behalf of one or more public water systems for the purpose of rendering it safe for human consumption.
- (7) "Skilled and trained workforce" has the same meaning as provided in Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code.
- (8) "Small community water system" means a community water system that serves no more than 3,300 service connections or a yearlong population of no more than 10,000 persons.
- (9) "Small disadvantaged community water system" means either a small community water system that serves one or more disadvantaged communities or a nontransient noncommunity water system that primarily serves one or more schools that serve one or more disadvantaged communities.
- (b) This division does not apply to a project that meets the requirements of subdivision (c) and subdivision (d) or (e), as appropriate, and that primarily benefits a small disadvantaged community water system in any of the following ways:
- 34 H
  - (1) Improving the small disadvantaged community water system's water quality, water supply, or water supply reliability.
- 37 <del>(II)</del>
- 38 (2) Encouraging water conservation.
- 39 <del>(III)</del>

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(3) Providing drinking water service to existing residences within a disadvantaged community where there is evidence that the water exceeds maximum contaminant levels for primary or secondary drinking water standards or where the drinking water well is no longer able to produce an adequate supply of safe drinking water.

- (ii) The project consists solely of the installation, repair, or reconstruction of one or more of the following:
- (I) Drinking water groundwater wells with a maximum flowrate of up to 250 gallons per minute.
- (II) Drinking water treatment facilities with a footprint of less than 2,500 square feet that are not located in an environmentally sensitive area.
- (III) Drinking water storage tanks with a capacity of up to 250,000 gallons.
  - (IV) Booster pumps and hydropneumatic tanks.
- (V) Pipelines of less than one mile in length in a road right of way or up to seven miles in length in a road right of way when the project is required to address threatened or current drinking water violations.
- (VI) Water service lines.
- (VII) Minor drinking water system appurtenances, including, but not limited to, system and service meters, fire hydrants, water quality sampling stations, valves, air releases and vacuum break valves, emergency generators, backflow prevention devices, and appurtenance enclosures.
- 27 <del>(iii)</del>

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- 28 (c) The project meets all of the following:
- 29 <del>(I</del>
- 30 (1) Does not affect wetlands or sensitive habitats.
- 31 <del>(II)</del>
- 32 (2) Unusual circumstances do not exist that would cause a significant effect on the environment.
- 34 <del>(III)</del>
- 35 (3) Is not located on a hazardous waste site that is included on any list compiled pursuant to Section 65962.5 of the Government Code.
- 38 <del>(IV)</del>
- 39 (4) Does not have the potential to cause a substantial adverse 40 change in the significance of a historical resource.

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1 <del>(V)</del>

(5) The construction impacts are fully mitigated consistent with applicable law.

<del>(VI)</del>

- (6) The cumulative impact of successive reasonably anticipated projects of the same type as the project, in the same place, over time, is not significant.
- (B) This paragraph does not apply to the following categories of projects:
- (i) Facilities that are constructed primarily to serve future growth.
- (ii) Facilities that are used to dam, divert, or convey surface water.
- (C) For purposes of this paragraph, the following definitions apply:
- (i) "Community water system" means a public water system that serves at least 15 service connections used by yearlong residents or regularly serves at least 25 yearlong residents within the area served by the public water system.
- (ii) "Disadvantaged community" means a community with an annual median household income that is less than 80 percent of the statewide annual median household income.
- (iii) "Nontransient noncommunity water system" means a public water system that is not a community water system and that regularly serves at least 25 of the same persons more than six months per year.
- (iv) "Public water system" means a system for the provision of water for human consumption through pipes or other constructed conveyances that has 15 or more service connections or regularly serves at least 25 individuals daily at least 60 days out of the year, and shall include, but not be limited to, the following:
- (I) Any collection, treatment, storage, and distribution facilities under the control of, and used primarily in connection with, the public water system.
- (II) Any collection or pretreatment storage facilities not under the control of the operator of the public water system, but that are used primarily in connection with the public water system.
- (III) Any system for the provision of water for human consumption through pipes or other constructed conveyances that

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treats water on behalf of one or more public water systems for the purpose of rendering it safe for human consumption.

- (v) "Small community water system" means a community water system that serves no more than 3,300 service connections or a yearlong population of no more than 10,000 persons.
- (vi) "Small disadvantaged community water system" means either a small community water system that serves one or more disadvantaged communities or a nontransient noncommunity water system that primarily serves one or more schools that serve one or more disadvantaged communities.
- (c) If a lead agency determines that a proposed project, not otherwise exempt from this division, would not have a significant effect on the environment, the lead agency shall adopt a negative declaration to that effect. The negative declaration shall be prepared for the proposed project in either of the following circumstances:
- (1) There is no substantial evidence, in light of the whole record before the lead agency, that the project may have a significant effect on the environment.
- (2) An initial study identifies potentially significant effects on the environment, but (A) revisions in the project plans or proposals made by, or agreed to by, the applicant before the proposed negative declaration and initial study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effect on the environment would occur, and (B) there is no substantial evidence, in light of the whole record before the lead agency, that the project, as revised, may have a significant effect on the environment.
- (d) If there is substantial evidence, in light of the whole record before the lead agency, that the project may have a significant effect on the environment, an environmental impact report shall be prepared.
- (e) (1) For the purposes of this section and this division, substantial evidence includes fact, a reasonable assumption predicated upon fact, or expert opinion supported by fact.
- (2) Substantial evidence is not argument, speculation, unsubstantiated opinion or narrative, evidence that is clearly inaccurate or erroneous, or evidence of social or economic impacts that do not contribute to, or are not caused by, physical impacts on the environment.

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(f) As a result of the public review process for a mitigated negative declaration, including administrative decisions and public hearings, the lead agency may conclude that certain mitigation measures identified pursuant to paragraph (2) of subdivision (c) are infeasible or otherwise undesirable. In those circumstances, the lead agency, before approving the project, may delete those mitigation measures and substitute for them other mitigation measures that the lead agency finds, after holding a public hearing on the matter, are equivalent or more effective in mitigating significant effects on the environment to a less than significant level and that do not cause any potentially significant effect on the environment. If those new mitigation measures are made conditions of project approval or are otherwise made part of the project approval, the deletion of the former measures and the substitution of the new mitigation measures shall not constitute an action or circumstance requiring recirculation of the mitigated negative declaration.

- (g) Nothing in this section shall preclude a project applicant or any other person from challenging, in an administrative or judicial proceeding, the legality of a condition of project approval imposed by the lead agency. If, however, any condition of project approval set aside by either an administrative body or court was necessary to avoid or lessen the likelihood of the occurrence of a significant effect on the environment, the lead agency's approval of the negative declaration and project shall be invalid and a new environmental review process shall be conducted before the project can be reapproved, unless the lead agency substitutes a new condition that the lead agency finds, after holding a public hearing on the matter, is equivalent to, or more effective in, lessening or avoiding significant effects on the environment.
- (d) (1) For a project undertaken by a public agency that is exempt from this division pursuant to this section, except as provided in paragraph (2), an entity shall not be prequalified or shortlisted or awarded a contract by the public agency to perform any portion of the project unless the entity provides an enforceable commitment to the public agency that the entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades.

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(2) Paragraph (1) does not apply if any of the following requirements are met:

- (A) The public agency has entered into a project labor agreement that will bind all contractors and subcontractors performing work on the project or contract to use a skilled and trained workforce, and the entity agrees to be bound by that project labor agreement.
- (B) The project or contract is being performed under the extension or renewal of a project labor agreement that was entered into by the public agency before January 1, 2021.
- (C) The entity has entered into a project labor agreement that will bind the entity and all of its subcontractors at every tier performing the project or contract to use a skilled and trained workforce.
- (e) For a project undertaken by a private entity that is exempt from this division pursuant to this section, the project applicant shall do both of the following:
  - (1) Certify to the lead agency that either of the following is true:
- (A) The entirety of the project is a public work for purposes of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code.
- (B) If the project is not in its entirety a public work, all construction workers employed in the execution of the project will be paid at least the general prevailing rate of per diem wages for the type of work and geographic area, as determined by the Director of Industrial Relations pursuant to Sections 1773 and 1773.9 of the Labor Code, except that apprentices registered in programs approved by the Chief of the Division of Apprenticeship Standards may be paid at least the applicable apprentice prevailing rate. If the project is subject to this subparagraph, then, for those portions of the project that are not a public work, all of the following shall apply:
- (i) The project applicant shall ensure that the prevailing wage requirement is included in all contracts for the performance of the work.
- (ii) All contractors and subcontractors shall pay to all construction workers employed in the execution of the work at least the general prevailing rate of per diem wages, except that apprentices registered in programs approved by the Chief of the

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Division of Apprenticeship Standards may be paid at least the applicable apprentice prevailing rate.

- (iii) (I) Except as provided in subclause (III), all contractors and subcontractors shall maintain and verify payroll records pursuant to Section 1776 of the Labor Code and make those records available for inspection and copying as provided by that section.
- (II) Except as provided in subclause (III), the obligation of the contractors and subcontractors to pay prevailing wages may be enforced by the Labor Commissioner through the issuance of a civil wage and penalty assessment pursuant to Section 1741 of the Labor Code, which may be reviewed pursuant to Section 1742 of the Labor Code, within 18 months after the completion of the project, by an underpaid worker through an administrative complaint or civil action, or by a joint labor-management committee through a civil action under Section 1771.2 of the Labor Code. If a civil wage and penalty assessment is issued, the contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment shall be liable for liquidated damages pursuant to Section 1742.1 of the Labor Code.
- (III) Subclauses (I) and (II) do not apply if all contractors and subcontractors performing work on the project are subject to a project labor agreement that requires the payment of prevailing wages to all construction workers employed in the execution of the project and provides for enforcement of that obligation through an arbitration procedure.
- (iv) Notwithstanding subdivision (c) of Section 1773.1 of the Labor Code, the requirement that employer payments not reduce the obligation to pay the hourly straight time or overtime wages found to be prevailing shall not apply if otherwise provided in a bona fide collective bargaining agreement covering the worker. The requirement to pay at least the general prevailing rate of per diem wages does not preclude use of an alternative workweek schedule adopted pursuant to Section 511 or 514 of the Labor Code.
- (2) Certify to the lead agency that a skilled and trained workforce will be used to perform all construction work on the project. All of the following requirements shall apply to the project:

\_\_ 13 \_\_ SB 974

(A) The applicant shall require in all contracts for the performance of work that every contractor and subcontractor at every tier will individually use a skilled and trained workforce to complete the project.

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- (B) Every contractor and subcontractor shall use a skilled and trained workforce to complete the project.
- (C) (i) Except as provided in clause (ii), the applicant shall provide to the lead agency, on a monthly basis while the project or contract is being performed, a report demonstrating compliance with Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code. A monthly report provided to the lead agency pursuant to this clause shall be a public record under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and shall be open to public inspection. An applicant that fails to provide a monthly report demonstrating compliance with Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code shall be subject to a civil penalty of ten thousand dollars (\$10,000) per month for each month for which the report has not been provided. Any contractor or subcontractor that fails to use a skilled and trained workforce shall be subject to a civil penalty of two hundred dollars (\$200) per day for each worker employed in contravention of the skilled and trained workforce requirement. Penalties may be assessed by the Labor Commissioner within 18 months of completion of the project using the same procedures for issuance of civil wage and penalty assessments pursuant to Section 1741 of the Labor Code, and may be reviewed pursuant to the same procedures in Section 1742 of the Labor Code. Penalties shall be paid to the State Public Works Enforcement Fund.
  - (ii) Clause (i) does not apply if all contractors and subcontractors performing work on the project are subject to a project labor agreement that requires compliance with the skilled and trained workforce requirement and provides for enforcement of that obligation through an arbitration procedure.
- SEC. 3. No reimbursement is required by this act pursuant to Section 6 of Article XIIIB of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or

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- level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

# Federal Legislative Update, as of August 5, 2020

Negotiations on the next round of federal COVID-19 relief have progressed very little since Senate Republicans released the text of their counteroffer to the most recent House-passed coronavirus response bill (the *HEROES Act*). As was widely anticipated, the \$1 trillion Senate Republican leadership proposal – known as the *HEALS Act* – does not include *any* new fiscal relief for state and local governments. In contrast, the *HEROES Act* would provide \$915 billion for states and localities to mitigate the public health and economic impacts of the pandemic.

With a significant number of Senate Republicans choosing not to endorse the *HEALS Act*, Majority Leader Mitch McConnell (R-KY) has been largely sidelined during the current round of COVID-19 discussions. Instead, senior White House officials have been negotiating directly with House Speaker Nancy Pelosi (D-CA) and Senate Minority Leader Charles Schumer (D-NY) in an attempt to reach consensus on a compromise bill.

On Tuesday, August 4, White House officials and Democratic leaders identified Friday, August 7 as the target date to complete their negotiations on a new COVID-19 relief measure. While the self-imposed deadline appears to be providing some optimism that an agreement can be reached, there is still a long way to go given ongoing disagreements over a number of major issues.

While the White House has reportedly agreed to a continuation of unemployment insurance benefits, the two sides have yet to identify how much weekly support beneficiaries would receive. In addition, the Trump administration has signaled a willingness to renew the housing eviction moratorium into December 2020. For their part, congressional Democrats have indicated that they are prepared to accept a lesser amount of emergency funding for the U.S. Postal Service. As of this writing, no agreements has been made relative to new funding for state and local governments.

# August 3, 2020 / Solano County Bill Summary Report

#### AB 664 (Cooper D) Workers' compensation: injury: communicable disease.

Current Text: Amended: 5/18/2020 html pdf

Current Analysis: 06/24/2019 Senate Committee On Labor, Public Employment And Retirement

(text 3/13/2019)

Introduced: 2/15/2019 Last Amended: 5/18/2020

Status: 5/18/2020-From committee chair, with author's amendments: Amend, and re-refer to

committee. Read second time, amended, and re-referred to Com. on L., P.E. & R.

Is Urgency: Y Is Fiscal: Y

Desl	< Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
	1st	House			2nd	House		Conc.	Ellionea	vetoeu	Chaptered

#### **Summary:**

Would define "injury," for certain state and local firefighting personnel, peace officers, certain hospital employees, and certain fire and rescue services coordinators who work for the Office of Emergency Services to include being exposed to or contracting, on or after January 1, 2020, a communicable disease, including coronavirus disease 2019 (COVID-19), that is the subject of a state or local declaration of a state of emergency that is issued on or after January 1, 2020. The bill would create a conclusive presumption, as specified, that the injury arose out of and in the course of the employment. The bill would apply to injuries that occurred prior to the declaration of the state of emergency. The bill would also exempt these provisions from the apportionment requirements.

#### **Text History:**

A-05/18/2020

A-05/05/2020

A-04/17/2020

A-03/13/2019

I-02/15/2019

#### **Text History:**

Text Version	Analysis

# **Vote Events:**

05/13/2019 ASM. THIRD READING (Y:76 N:0 A:4) (P) 04/24/2019 ASM. P.E. & R. (Y:7 N:0 A:0) (P)

**Organization:** Solano **Position:** Watch

County Action: 6/1/2020 A-5/18/2020 to: Watch

Support Oppose

Law Enforcement Managers' Association Los Angele County Employees Retirement

Association

Sacramento County Employees' Retirement System

#### **AB 2688** (Cervantes D) Veterans: veterans service officers.

Current Text: Introduced: 2/20/2020 html pdf

**Introduced:** 2/20/2020

Status: 3/2/2020-Referred to Com. on V.A.

Is Urgency: Y
Is Fiscal: Y

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Votood	Chantored
	1st	1st House			2nd I	House		Conc.	Enrollea	Vetoed	Chaptered

#### Summary:

Would appropriate \$11,000,000 on July 1, 2020, and annually thereafter, from the General Fund to the Department of Veterans Affairs for allocation to counties for county veterans service officers based upon a workload unit performance formula to be developed by the department. This bill would also require the department to develop performance metrics to demonstrate the effective use of appropriated funds. Finally, this bill would require the department to submit the annual report of county

veterans service officer activities by November 15 of each year, and to include the new performance metrics within the report.

**Text History:** I-02/20/2020

#### **Text History:**

Text Version	Analysis

**Organization:** Solano **Position:** Support

County Action: 4/10/2020 I-2/20/2020 to: Support

4/10/2020 Submitted Support Letter to Asm Veterans Affairs Committee

#### **AB 3373** (Committee on Revenue and Taxation) Property taxation: assessment appeals boards.

Current Text: Introduced: 3/16/2020 html pdf

Current Analysis: 07/24/2020 Senate Governance And Finance (text 3/16/2020)

Introduced: 3/16/2020

Status: 7/29/2020-VOTE: Do pass and be ordered to the Consent Calendar (PASS)

Is Urgency: N
Is Fiscal: N

Ī	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Votood	Chambanad
ı		1st H	louse			2nd	House		Conc.	Enronea	Vetoed	Chaptered

#### **Summary:**

Current property tax law authorizes the board of supervisors of any county to create assessment appeals boards for the county to equalize the valuation of taxable property within the county for purposes of taxation, as provided. Current property tax law limits the number of assessment appeals boards that may be created within a county to 5. This bill would delete this limitation and, instead, authorize the board of supervisors to create as many assessment appeals boards for the county as it deems necessary for the orderly and timely processing, hearing, and disposition of assessment appeals.

# **Text History:** I-03/16/2020

# **Text History:**

Text Version	Analysis

#### **Vote Events:**

07/29/2020 SEN. GOV. & F. (Y:7 N:0 A:0) (P) 05/26/2020 ASM. CONSENT CALENDAR (Y:75 N:0 A:4) (P)

05/18/2020 ASM. REV. & TAX (Y:11 N:0 A:0) (P)

**Organization:** Solano **Position:** Watch

County Action: 6/1/2020 I-3/16/2020 to: Watch

**Support**California Alliance of Taxpayer Advocates
California Association of County Clerks and Elections
Oppose
None

Officials

California Taxpayers Association

Los Angeles County Assessor Jeffrey Prang Los Angeles County Board of Supervisors

San Diego County

# **SB 793** (Hill D) Flavored tobacco products.

Current Text: Amended: 7/27/2020 html pdf

Current Analysis: 06/23/2020 Senate Floor Analyses (text 6/18/2020)

**Introduced:** 1/6/2020 **Last Amended:** 7/27/2020

Status: 7/27/2020-From committee with author's amendments. Read second time and amended. Re-

referred to Com. on HEALTH.

Is Urgency: N Is Fiscal: Y | Desk | Policy | Fiscal | Floor | Desk | Policy | Fiscal | Floor | Conf. | Conc. | Enrolled | Chaptered | Conc. | Con

#### Calendar:

8/4/2020 2 p.m. - Assembly Chambers ASSEMBLY HEALTH, WOOD, Chair

#### **Summary:**

Would prohibit a tobacco retailer, or any of the tobacco retailer's agents or employees, from selling, offering for sale, or possessing with the intent to sell or offer for sale, a flavored tobacco product or a tobacco product flavor enhancer, as those terms are defined, except as specified. The bill would make a violation of this prohibition an infraction punishable by a fine of \$250 for each violation. The bill would state the intent of the Legislature that these provisions not be construed to preempt or prohibit the adoption and implementation of local ordinances related to the prohibition on the sale of flavored tobacco products. The bill would state that its provisions are severable.

# **Text History:**

A-07/27/2020 A-06/18/2020 A-05/05/2020

I-01/06/2020

#### **Text History:**

Text Version	Analysis
Amended 5/5/20	The amendments add language to include tobacco retailer, agent or employee and for a tobacco Product Flavor Enhancer which characterizes a flavor that is designed, marketed, produced, manufactured to be added to a tobacco product. Should not change the County's position.
Amended 6/18/20	The amendments adds language of the bill to include Shisha Tobacco and Hookah tobacco and provisions of a Hookah to the list of products.

#### **Vote Events:**

06/25/2020 SEN. Senate 3rd Reading (Y:33 N:4 A:3) (P)

06/18/2020 SEN. APPR. (Y:5 N:1 A:1) (P) 06/09/2020 SEN. APPR. (Y:7 N:0 A:0) (P) 05/13/2020 SEN. HEALTH (Y:8 N:1 A:0) (P)

**Organization:** Solano **Position:** Support

CSAC/League Positions: 2/28/20 Letter sent to:

Senate Health Committee

Jano Dekermenjian (Author Staff - Hill)

County Action: 2/28/2020 I-1/6/2020 to: Support

# Support

Alameda County Board of Supervisors

American Cancer Society Cancer Action Network

American Heart Association American Lung Association Americans for Nonsmokers' Rights

Anti-vaping Alliance

Association of California HealthCare Districts

Association of Northern California Oncologists

Breast Cancer Prevention Partners
Breathe California, Sacramento Region
California Academy of Family Physicians
California Chapter of the American College of

Cardiology

California Dental Association

California Emergency Nurses Association

California Optometric Association

California School Boards Association

California Society for Addiction Medicine

California State PTA

Campaign for Tobacco Free Kids

Change for Justice City of Beverly Hills City of San Jose City of San Pablo

Common Sense

Community Action Service Advocacy

County Health Executives Association of California

# Oppose

California Fuels And Convenience Alliance Cigar Association of America Swedish Match North America Taxpayers Protection Alliance County of Alameda County of Contra Costa County of Los Angeles County of Santa Clara

CVS Health

Health Access California

Health Officers Association of California

Kaiser Permanente

Lieutenant Governor Eleni Kounalakis Los Angeles Unified School District

Medical Oncology Association of Southern California

(MOSAC)

Parents Against Vaping E-cigarettes Providence St. Joseph Health Public Health Advocates

San Mateo County

San Mateo County Office of Education

Sierra Club California

Siskiyou County Public Health Department

Solano County

Tobacco Education & Research Oversight Committee USC Health, Emotion, and Addiction Laboratory

# **SB 1159** (Hill D) Workers' compensation: COVID-19: critical workers.

Current Text: Amended: 6/18/2020 html pdf

Current Analysis: 06/23/2020 Senate Floor Analyses (text 6/18/2020)

**Introduced:** 2/20/2020 **Last Amended:** 6/18/2020

Status: 7/27/2020-July 29 hearing postponed by committee.

Is Urgency: N
Is Fiscal: Y

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
	1st H	ouse			2nd	House		Conc.	Enronea	vetoed	Chaptered

# Calendar:

8/11/2020 10 a.m. - Assembly Chambers ASSEMBLY INSURANCE, DALY, Chair

#### **Summary:**

Would, until an unspecified date, define "injury" for an employee to include illness or death resulting from coronavirus disease 2019 (COVID-19) under specified circumstances. The bill would create a disputable presumption, as specified, that an injury that develops or manifests itself while an employee is employed arose out of and in the course of the employment. The bill would require an employee to exhaust their paid sick leave benefits and meet specified certification requirements before receiving any temporary disability benefits or, for police officers, firefighters, and other specified government employees, a leave of absence.

#### **Text History:**

A-06/18/2020

A-04/22/2020

A-04/01/2020

I-02/20/2020

#### **Text History:**

Text Version	Analysis

# **Vote Events:**

06/26/2020 SEN. Senate 3rd Reading (Y:28 N:11 A:1) (P)

06/18/2020 SEN. APPR. (Y:5 N:2 A:0) (P) 06/09/2020 SEN. APPR. (Y:7 N:0 A:0) (P) 05/14/2020 SEN. P.E. & R. (Y:3 N:1 A:1) (P)

**Organization:** Solano **Position:** Watch

**County Action:** 6/1/2020 A-4/22/2020 to: Watch

SupportOpposeNoneNone

# SB 1431 (Glazer D) Property taxation: reassessment: disaster relief.

Current Text: Amended: 5/6/2020 html pdf

**Current Analysis:** 06/07/2020 Senate Appropriations (text 5/6/2020)

**Introduced:** 2/21/2020 **Last Amended:** 5/6/2020

**Status:** 6/18/2020-June 18 hearing: Held in committee and under submission.

Is Urgency: Y
Is Fiscal: Y

Desk Policy Fiscal Floo	Desk Policy Fiscal Floor	Conf. Enrolled	Vetoed Chaptered
1st House	2nd House	Conc.	Vetoed   Chaptered

#### **Summary:**

Current property tax law requires, for property to be eligible for reassessment under specified provisions, that damage or destruction be caused by one of 3 specified occurrences, including a major misfortune or calamity in an area or region subsequently proclaimed by the Governor to be in a state of disaster if the property was damaged or destroyed by the misfortune or calamity that caused the Governor to proclaim the region to be in a state of disaster. Current property tax law generally requires that an application for reassessment be filed within the later of the time specified in the county's ordinance or within 12 months of the misfortune or calamity and be executed under penalty of perjury. This bill would expand these provisions to include damage to or destruction of property due to a misfortune or calamity in an area or region subsequently proclaimed by the Governor to be in a state of emergency if the property was damaged or destroyed by the misfortune or calamity that caused the Governor to proclaim the area to be in a state of emergency.

**Text History:** A-05/06/2020

I-02/21/2020 **Text History:** 

Text Version	Analysis

#### **Vote Events:**

06/09/2020 SEN. APPR. (Y:7 N:0 A:0) (P) 05/21/2020 SEN. GOV. & F. (Y:4 N:3 A:0) (P)

**Organization:** Solano **Position:** Watch

**County Action:** 6/1/2020 A-5/6/2020 to: Watch

Support

California Alliance of Taxpayer Advocates California Apartment Association, Ryan LLC.

Oppose

California Assessors' Association California Special Districts Association California State Association of Counties California Tax Reform Association

League of California Cities

Rural County Representatives of California (RCRC)

**Urban Counties Caucus** 

#### **CAO Must Read List**

# **SB 144** (Mitchell D) Criminal fees.

Current Text: Amended: 5/21/2019 html pdf

Current Analysis: 05/28/2019 Senate Floor Analyses (text 5/21/2019)

**Introduced:** 1/18/2019 **Last Amended:** 5/21/2019

Status: 7/27/2020-August 3 hearing postponed by committee.

Is Urgency: N Is Fiscal: Y

ĺ	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
		1st H	louse			2nd	House		Conc.	Enronea	vetoed	Chaptered

# **Summary:**

Current law imposes various fees contingent upon a criminal arrest, prosecution, or conviction for the cost of administering the criminal justice system, including administering probation and diversion programs, collecting restitution orders, processing arrests and citations, administering drug testing, and incarcerating inmates. This bill ould repeal the authority to collect most of these fees, among others. The bill would make the unpaid balance of most court-imposed costs unenforceable and uncollectible and would require any portion of a judgment imposing those costs to be vacated.

**Text History:** 

A-05/21/2019 A-03/27/2019 I-01/18/2019

#### **Text History:**

Text Version	Analysis

#### **Vote Events:**

05/29/2019 SEN. Senate 3rd Reading (Y:26 N:8 A:4) (P)

05/16/2019 SEN. APPR. (Y:4 N:2 A:0) (P) 05/06/2019 SEN. APPR. (Y:5 N:0 A:1) (P) 04/23/2019 SEN. PUB. S. (Y:5 N:2 A:0) (P)

**Organization:** Solano **Position:** Oppose

County Action: 1/23/2020 A-5/21/2019 to: Oppose

Support Oppose

None California State Sheriffs' Association

# Courts/Clerks

#### SB 144 (Mitchell D) Criminal fees.

Current Text: Amended: 5/21/2019 html pdf

Current Analysis: 05/28/2019 Senate Floor Analyses (text 5/21/2019)

**Introduced:** 1/18/2019 **Last Amended:** 5/21/2019

**Status:** 7/27/2020-August 3 hearing postponed by committee.

Is Urgency: N Is Fiscal: Y

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
	1st H	ouse			2nd	House		Conc.	Ellioned	vetoeu	Chaptered

#### **Summary:**

Current law imposes various fees contingent upon a criminal arrest, prosecution, or conviction for the cost of administering the criminal justice system, including administering probation and diversion programs, collecting restitution orders, processing arrests and citations, administering drug testing, and incarcerating inmates. This bill ould repeal the authority to collect most of these fees, among others. The bill would make the unpaid balance of most court-imposed costs unenforceable and uncollectible and would require any portion of a judgment imposing those costs to be vacated.

# **Text History:** A-05/21/2019 A-03/27/2019

I-01/18/2019

#### Text History:

Text Version	Analysis

#### **Vote Events:**

05/29/2019 SEN. Senate 3rd Reading (Y:26 N:8 A:4) (P)

05/16/2019 SEN. APPR. (Y:4 N:2 A:0) (P) 05/06/2019 SEN. APPR. (Y:5 N:0 A:1) (P) 04/23/2019 SEN. PUB. S. (Y:5 N:2 A:0) (P)

**Organization:** Solano **Position:** Oppose

County Action: 1/23/2020 A-5/21/2019 to: Oppose

Support Oppose

None California State Sheriffs' Association

#### **Emergency Services**

#### AB 1544 (Gipson D) Community Paramedicine or Triage to Alternate Destination Act.

Current Text: Amended: 8/30/2019 html pdf

**Current Analysis:** 09/06/2019 Senate Floor Analyses (text 8/30/2019)

**Introduced:** 2/22/2019 **Last Amended:** 8/30/2019

Status: 9/15/2019-Failed Deadline pursuant to Rule 61(a)(15). (Last location was INACTIVE FILE on

9/10/2019)(May be acted upon Jan 2020)

Is Urgency: N Is Fiscal: Y

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	2 year	Conf.	Enrolled	Vetoed	Chaptered
	1st F	louse			2nd	House		Conc.	Ellionea	Vetoeu	Chaptered

#### **Summary:**

Would establish within the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act until January 1, 2030, the Community Paramedicine or Triage to Alternate Destination Act of 2019. The bill would authorize a local EMS agency to develop a community paramedicine or triage to alternate destination program, as defined, to provide specified community paramedicine services. The bill would require the authority to develop regulations to establish minimum standards for a program and would further require the Commission on Emergency Medical Services to review and approve those regulations.

#### **Text History:**

A-08/30/2019

A-07/11/2019

A-06/25/2019

A-05/16/2019

A-04/22/2019

I-02/22/2019

#### **Text History:**

Text Version	Analysis

#### **Vote Events:**

08/30/2019 SEN. APPR. (Y:5 N:2 A:0) (P) 08/12/2019 SEN. APPR. (Y:7 N:0 A:0) (P) 07/09/2019 SEN. JUD. (Y:7 N:1 A:1) (P) 07/03/2019 SEN. HEALTH (Y:6 N:0 A:3) (P) 05/29/2019 ASM. THIRD READING (Y:68 N:3 A:9) (P) 05/16/2019 ASM. APPR. (Y:15 N:3 A:0) (P) 04/09/2019 ASM. HEALTH (Y:15 N:0 A:0) (P)

# **Attachments:**

SC AB 1544 Fact Sheet

**Organization:** Solano **Position:** Oppose

CSAC/League Positions: League Position: Support

CSAC Position: Neutral

County Action: 8/5/2019 - A 7/11/2019 to: Considered by Leg Comm

8/13/2019 - A 7/11/2019 to: Oppose

Support Oppose

California Professional Firefighters California Nurses Association

California State Association of Counties

County Health Executives Association of California

National Nurses United

Rural County Representatives of California (RCRC)

Urban Counties of California

#### SB 909 (Dodd D) Emergency vehicles.

Current Text: Amended: 7/27/2020 html pdf

Current Analysis: 06/04/2020 Senate Floor Analyses (text 3/16/2020)

**Introduced:** 2/3/2020 **Last Amended:** 7/27/2020

**Status:** 7/28/2020-July 28 hearing postponed by committee.

Is Urgency: Y Is Fiscal: N Desk Policy Fiscal Floor Desk Policy Fiscal Floor

1st House 2nd House Enrolled Conc.

Desk Policy Fiscal Floor Conf. Conf.

#### Calendar:

8/10/2020 2:30 p.m. - Assembly Chambers ASSEMBLY TRANSPORTATION, FRAZIER, Chair

#### **Summary:**

Current law prohibits any vehicle, other than an authorized emergency vehicle, from being equipped with a siren. Current law requires an emergency vehicle to be equipped with a siren that meets requirements set forth by the Department of the California Highway Patrol. This bill would authorize an emergency vehicle to be equipped with a "Hi-Lo" audible warning sound and would authorize the "Hi-Lo" to be used solely for the purpose of notifying the public of an immediate need to evacuate.

#### **Text History:**

A-07/27/2020 A-03/16/2020 I-02/03/2020

#### **Text History:**

Text Version	Analysis
Amended	Clarifying language added, should not change the County's
7/27/20	position.

#### **Vote Events:**

06/11/2020 SEN. Consent Calendar (Y:39 N:0 A:1) (P) 05/29/2020 SEN. TRANS. (Y:12 N:0 A:2) (P)

**Organization:** Solano **Position:** Support

County Action: 4/10/2020 A-3/16/2020 to: Support

4/10/2020 Submitted Support Letter to Sen Transportation Committee

**Support**California Police Chiefs Association
California State Sheriffs' Association
Solano County Board of Supervisors

**Oppose** None

#### Housing

# ACA 1 (Aguiar-Curry D) Local government financing: affordable housing and public infrastructure: voter

approval.

Current Text: Amended: 3/18/2019 html pdf

Current Analysis: 05/21/2019 Assembly Floor Analysis (text 3/18/2019)

**Introduced:** 12/3/2018 **Last Amended:** 3/18/2019

Status: 8/19/2019-Read third time. Refused adoption. Motion to reconsider made by Assembly Member

Aguiar-Curry.

Is Urgency:
Is Fiscal: N

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
	1st l	House			2nd H	louse		Conc.	Enronea	vetoed	Chaptered

#### Calendar:

7/30/2020 #4 ASSEMBLY MOTION TO RECONSIDER

#### Summary:

The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements.

#### **Text History:**

A-03/18/2019 I-12/03/2018

### **Text History:**

Text Version	Analysis

#### **Vote Events:**

08/19/2019 ASM. THIRD READING (Y:44 N:20 A:15) (F)

05/16/2019 ASM. APPR. (Y:11 N:7 A:0) (P) 03/27/2019 ASM. L. GOV. (Y:5 N:2 A:1) (P)

#### Attachments:

SC ACA 1 Fact Sheet

**Organization:** Solano **Position:** Support

CSAC/League Positions: League Position: Support

CSAC Position: Support

County Action: 3/11/2019 - A 3/11/2019 to: Considered by Leg Comm

3/26/2019 - A 3/11/2019 to: Support

#### Support

American Planning Association, California Chapter Association of California HealthCare Districts

Association of California HealthCare Districts California Association of Councils of Governments

(CALCOG)

California Association of Housing Authorities

California Association of Sanitation Agencies

California Coalition for Rural Housing California Contract Cities Association

California Housing Consortium

California Housing Partnership

California Labor Federation

California Library Association

California Parks & Recreation Society

California Professional Firefighters

California Special Districts Association

California State Association of Counties

California State Association of Electrical Workers

California State Council of Laborers

California State Pipe Trades Council

California Transit Association

California YIMBY

City of Camarillo

City of Gustine

City of Laguna Beach (prior version)

City of Lodi

City of Manteca

City of Moorpark

City of San Luis Obispo

County of Santa Clara

Davis

East Bay for Everyone

East Bay Municipal Utility District

East Bay Regional Parks District

Greater Merced Chamber of Commerce

Housing California

International Union Of Elevator Constructors, Local

18

International Union Of Elevator Constructors, Local 8

International Union of Operating Engineers, Cal-

Nevada Conference

League of California Cities

Midpeninsula Regional Open Space District

Non-Profit Housing Association of Northern California

Professional Engineers in California Government

San Diego Housing Federation

San Mateo County-City/County Association Of

Governments

Santa Clara Valley Water District

Silicon Valley At Home (Sv@Home)

Solano Transportation Authority

Southern California Association of Non-Profit Housing

SPUR

The Two Hundred

Urban Counties of California

Ventura Council of Governments

Western States Council Sheet Metal, Air, Rail And

Transportation

#### Oppose

Howard Jarvis Taxpayers Association

Valley Industry and Commerce Association (VICA)

#### **Juvenile Justice**

#### AB 901 (Gipson D) Juveniles.

Current Text: Amended: 9/6/2019 html pdf

Current Analysis: 07/29/2020 Senate Floor Analyses (text 9/6/2019)

**Introduced:** 2/20/2019 **Last Amended:** 9/6/2019

**Status:** 7/29/2020-From committee: That the measure be returned to Senate Floor for consideration.

(Ayes 4. Noes 0.) (July 29)

Is Urgency: N
Is Fiscal: Y

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
	1st H	ouse			2nd	House		Conc.	Emoned	vetoeu	Chaptered

#### Calendar:

7/30/2020 #24 SENATE ASSEMBLY BILLS - THIRD READING FILE

#### **Summary:**

In a county that has not elected to participate in a truancy mediation program, current law authorizes the county superintendent of schools to petition the juvenile court on behalf of a pupil for proper disposition of a case. In a county that has not established a school attendance review board, existing law authorizes the school district to notify the district attorney or probation officer, as specified, that available community resources cannot resolve the problem of truancy or insubordination. This bill would repeal the authority of the county superintendent of schools to petition the juvenile court on behalf of a pupil, as described above, in a county that has not elected to participate in a truancy mediation program.

#### **Text History:**

A-09/06/2019

A-08/13/2019

A-06/20/2019

A-05/16/2019

I-02/20/2019 **Text History:** 

Text Version	Analysis

#### **Vote Events:**

07/29/2020 SEN. ED. (Y:4 N:0 A:3) (P)
09/11/2019 SEN. ED. (Y:5 N:0 A:2) (P)
08/30/2019 SEN. APPR. (Y:5 N:2 A:0) (P)
08/19/2019 SEN. APPR. (Y:5 N:0 A:2) (P)
07/10/2019 SEN. ED. (Y:6 N:0 A:1) (P)
07/02/2019 SEN. PUB. S. (Y:5 N:1 A:1) (P)

05/29/2019 ASM. THIRD READING (Y:42 N:27 A:11) (P)

05/16/2019 ASM. APPR. (Y:11 N:4 A:3) (P) 03/26/2019 ASM. PUB. S. (Y:6 N:1 A:1) (P)

**Attachments:** 

SC AB 901 Fact Sheet

**Organization:** Solano **Position:** Oppose

CSAC/League Positions: League Position: Watch

CSAC Position: Pending

**County Action:** 5/6/2019 - I 2/20/2019 to: Considered by Leg Comm

6/4/2019 - A 5/16/2019 to: Oppose

Support Oppose

# **PSPS**

# **SB 862** (**Dodd** D) Planned power outage: public safety.

Current Text: Amended: 5/20/2020 html pdf

Current Analysis: 06/19/2020 Senate Floor Analyses (text 5/20/2020)

**Introduced:** 1/16/2020 **Last Amended:** 5/20/2020

Status: 6/29/2020-Referred to Com. on U. & E.

Is Urgency: N Is Fiscal: Y

D	esk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
	-	1st H	ouse			2nd	House		Conc.	Enronea	vetoed	Chaptered

#### **Summary:**

Current law defines the terms "state of emergency" and "local emergency" to mean a duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by, among other things, fire, storm, or riot. This bill would additionally include a deenergization event, as defined, within a sudden and severe energy shortage constituting a state of emergency and a local emergency.

Text History: A-05/20/2020 A-03/05/2020 I-01/16/2020 Text History:

Text Version	Analysis
Amended 5/20/20	Adds clarifying language to the bill. Should not change the County's position.

Oppose

San Diego Gas and Electric

#### **Vote Events:**

06/25/2020 SEN. Senate 3rd Reading (Y:40 N:0 A:0) (P)

06/18/2020 SEN. APPR. (Y:7 N:0 A:0) (P) 06/09/2020 SEN. APPR. (Y:7 N:0 A:0) (P) 05/14/2020 SEN. E. U., & C. (Y:12 N:0 A:1) (P)

**Organization:** Solano **Position:** Support

**County Action:** 4/10/2020 A-3/5/2020 to: Support

4/10/2020 Submitted Support Letter to Sen Energy, Utilities and Communication Committee

Support

Association of Regional Center Agencies

California Association of Public Authorities for In-

Home Supportive Services

California Community Choice Association California State Association of Counties

California State Sheriffs' Association

City of San Jose

Coalition of California Welfare Rights Organizations,

Inc.

County Welfare Directors Association of California

Disability Rights California (sponsor) Elsinore Valley Municipal Water District Health Officers Association of California

Marin Clean Energy

Marin County Board of Supervisors

Napa County Board of Supervisors

National Association of Social Workers, California

Chapter (NASW-CA)

Rural County Representatives of California (RCRC)

Solano County Board of Supervisors TURN - The Utility Reform Network

Western Manufactured Housing Communities

Association

#### **Public Health**

#### AB 3224 (Rodriguez D) Local health department workforce assessment.

Current Text: Amended: 5/4/2020 html pdf

**Current Analysis:** 06/05/2020 <u>Assembly Floor Analysis (text 5/4/2020)</u>

**Introduced:** 2/21/2020 **Last Amended:** 5/4/2020

**Status:** 7/1/2020-Referred to Com. on HEALTH.

Is Urgency: N Is Fiscal: Y

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House			2nd House		Conc.	Enronea	vetoed	Chaptered			

#### **Summary:**

Would require the State Department of Public Health to contract with an appropriate and qualified entity to conduct an evaluation of the adequacy of the local health department infrastructure, and to make recommendations for future staffing, workforce needs, and resources, in order to accurately and adequately fund local public health, as specified. The bill would also require the department to convene an advisory group to oversee the process of selecting an entity to conduct the evaluation and to provide oversight of, and technical assistance to, that entity. The bill would require the department to report the findings and recommendations of the evaluation to the appropriate policy and fiscal committees of the Legislature on or before July 1, 2022.

**Text History:** A-05/04/2020 I-02/21/2020

**Text History:** 

,	
Text Version	Analysis
Amended 5/4/20	Bill was amended from directing local health departments assessments of sexually transmitted diseases to be about Local Health Department Workforce Assessment – bill would require the Department of Public Health to contract with local health department infrastructure for future staffing and workforce needs and would require an advisory group to provide oversight of entity. Should not change the County's position.

#### **Vote Events:**

06/10/2020 ASM. THIRD READING (Y:76 N:0 A:3) (P)

06/03/2020 ASM. APPR. (Y:18 N:0 A:0) (P) 05/18/2020 ASM. HEALTH (Y:15 N:0 A:0) (P)

**Organization:** Solano **Position:** Support

CSAC/League Positions: 5/14/20 support letter received and uploaded to portal

Support Oppose

American Congress of Obstetricians & Gynecologists California Right to Life, Inc.

-District IX

California Academy of Family Physicians

California Hospital Association

California State Association of Counties

County Health Executives Association of California

Health Officers Association of California
Madera County Department of Public Health
Service Employees International Union, California

Solano County

#### Water

### SB 204 (Dodd D) State Water Project: contracts.

Current Text: Amended: 5/17/2019 html pdf

Current Analysis: 05/23/2019 Senate Floor Analyses (text 5/17/2019)

**Introduced:** 2/4/2019 **Last Amended:** 5/17/2019

Status: 7/10/2019-Failed Deadline pursuant to Rule 61(a)(10). (Last location was W., P. & W. on

6/6/2019)(May be acted upon Jan 2020)

Is Urgency: N Is Fiscal: Y

Desk	Policy	Fiscal	Floor	Desk	2 year	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
	1st House			2nd House			Conc.	Ellionea	vetoeu	Chaptereu	

#### Summarv:

Would require the Department of Water Resources to provide at least 10 days' notice to the Joint

Legislative Budget Committee and relevant policy and fiscal committees of the Legislature before holding public sessions to negotiate any potential amendment of a long-term water supply contract that is of projectwide significance with substantially similar terms intended to be offered to all contractors. The bill would require the department, before the execution of a specified proposed amendment to a long-term water supply contract and at least 60 days before final approval of such an amendment, to submit to the Joint Legislative Budget Committee and relevant policy and fiscal committees of the Legislature certain information regarding the terms and conditions of a proposed amendment of a long-term water supply contract and to submit a copy of the long-term contract as it is proposed to be amended.

**Text History:** 

A-05/17/2019

A-04/25/2019

A-03/18/2019

I-02/04/2019 **Text History:** 

Text Version	Analysis

#### **Vote Events:**

05/23/2019 SEN. Senate 3rd Reading (Y:37 N:0 A:1) (P)

05/16/2019 SEN. APPR. (Y:5 N:1 A:0) (P) 05/06/2019 SEN. APPR. (Y:5 N:0 A:1) (P) 03/12/2019 SEN. N.R. & W. (Y:6 N:0 A:3) (P)

Organization: Solano **Position:** Support

CSAC/League Positions: League Position: Watch

CSAC Position: Watch

Support

California Delta Chambers & Visitors Bureau California Indian Environmental Alliance California Sportfishing Protection Alliance

California Water Impact Network

Clean Water Action

Confederates Villages of Lisjan

Contra Costa County **Delta Counties Coalition Environmental Water Caucus** Fathers and Families of San Joaquin

Foothill Conservancy

Friends of the River

Friends of the Swainson's Hawk Golden Gate Salmon Association Greater Stockton Chamber of Commerce

Habitat 2020 Indivisible CA-43 Little Manila Rising

Local Agencies of the North Delta

Lower Sherman Island Duck Hunters Association

North Delta Cares

Pacific Coast Federation of Fisherman's Association

Planning and Conservation League

Restore the Delta

San Francisco Baykeeper

San Joaquin County

San Joaquin County Hispanic Chamber of Commerce Santa Clara Valley Water District

San Joaquin Pride Center Save California Salmon Save Our Sandhill

Save the California Delta Alliance

Sierra Club California

Sierra Club Loma Prieta Chapter

Social Eco Education South Delta Water Agency

Southern California Watershed Alliance

Stockton

Stockton Unified School District

The Bay Institute Vox Pop Foundation

West Delta Chapter CA Striped Bass Association

**Oppose** 

Alameda County Water District

Antelope Valley-East Kern Water Agency Association of California Water Agencies Burbank Chamber of Commerce

California Chamber of Commerce Calleguas Municipal Water District

Camrosa Water District

Central City Association of Los Angeles

Central Coast Water Authority Coachella Valley Water District Cucamonga Valley Water District

Desert Water Agency Dudley Ridge Water District Eastern Municipal Water District Elsinore Valley Municipal Water District Foothill Municipal Water District

Inland Empire Utilities Agency Jurupa Community Services District Kern County Water Agency

Las Virgenes Municipal Water District Mesa Water District

Metropolitan Water District of Southern California

Mojave Water Agency Ontario Business Council

San Bernardino Valley Water Conservation District

San Gabriel Valley Municipal Water District

Santa Clarita Valley Water Agency Simi Valley Chamber of Commerce Southwest California Legislative Council

Southwest Riverside County Association of Realtors®

State Water Contractors, Inc.

Temecula Valley Chamber of Commerce Three Valleys Municipal Water District

Upper San Gabriel Valley Municipal Water District

Valley Ag Water Coalition

Valley Industry and Commerce Association (VICA)

VCEDA

Water Department City of Compton Western Growers Association Western Municipal Water District

CEQA LEGIS	SLATIVE BILL TRACKING REPORT /	AUGUST 3, 2020 LEG. COMMITTEE MEETING
Bill ID/Topic	Location	Summary
AB 2553 Ting D Shelter crisis declarations.	7/1/2020-S. HOUSING 7/14/2020-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended,	Existing law authorizes a governing body of a political subdivision, as those terms are defined, to declare a shelter crisis if the governing body makes a specified finding. Upon declaration of a shelter crisis, existing law, among other things, suspends certain state and local laws, regulations, and
	and re-referred to Com. on HOUSING.	ordinances to the extent that strict compliance would prevent, hinder, or delay the mitigation of the effects of the shelter crisis. This bill would instead apply those additional provisions to a shelter crisis declared by any county or city. By expanding the scope of these provisions to apply within any county or city that has declared a shelter crisis, the bill would expand the above-described exemption from the California Environmental Quality Act. The bill would additionally exempt homeless shelters that are constructed or allowed pursuant to the shelter crisis declarations from the Recreational Vehicle Park Occupancy Law, which governs occupancy and tenancy of recreational vehicle parks. The bill would also revise the definition of a "homeless shelter" to include a parking lot owned or leased by a city, county, or city and county specifically identified as one allowed for safe parking by homeless and unstably housed individuals. The bill would require the county or city to develop the above-described shelter plan on or before July 1, 2021, or on or before July 1 of the year following the declaration of the shelter crisis, as specified, and to include a plan to transition residents from homeless shelters to permanent housing. The bill would require the above-described annual report, for reports due by January 1, 2022, and thereafter, to include the bed capacity of new homeless shelters built, as specified. The bill would require a declaration of a shelter crisis by a city, county, or city and county and those additional provisions that are or may be utilized by a city, county, or city and county to apply to any land owned or leased by an agency or entity created pursuant to the Joint Exercise of Powers Act, if the city, county, or city and county that declared a shelter crisis is one of the parties to the agreement creating the entity or agency and the real property owned or leased by the agency or entity is located within the jurisdiction of the city, county, or city and county that declared the shelter cr
AB 3279 Friedman D  California Environmental Quality Act: administrative and judicial procedures.	6/23/2020-S. E.Q. 7/27/2020-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on EQ.	(1)The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report (EIR) on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill would authorize the public agency to deny the request of the plaintiff or petitioner to prepare the record of proceedings, as provided, in which case the bill would require the

		public agency or the real party in interest to bear the costs of preparation and certification of the record of proceedings and would prohibit the recovery of those costs from the plaintiff or petitioner. The bill would require the court to schedule a case management conference within 30 days of the filing of an action to review the scope, timing, and cost of the record of proceedings. This bill contains other related provisions and other existing laws.
SB 55 Jackson D  California Environmental Quality Act: housing and land use.	7/27/2020-A. RLS. 7/27/2020-From committee with author's amendments. Read second time and amended. Re-referred to Com. on PUB. S. Re-referred to Com. on RLS. pursuant to Assembly Rule 96.	(1)The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report (EIR) on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill, until January 1, 2025, would exempt from the requirements of CEQA emergency shelters or supportive housing projects meeting certain requirements. The bill would require an agency that determines that an emergency shelter or supportive housing project is exempt from CEQA pursuant to these provisions to file a notice of exemption with the Office of Planning and Research, as provided. By requiring local agencies to file this notice of exemption, the bill would impose a state-mandated local program. This bill contains other existing laws.
SB 995 Atkins D  Environmental quality: Jobs and Economic Improvement Through Environmental Leadership Act of 2011: housing projects.	6/29/2020-A. NAT. RES. 7/27/2020-From committee with author's amendments. Read second time and amended. Re-referred to Com. on NAT. RES. July 29 hearing postponed by committee.	

	Homelessness							
Bill ID/Topic	Location	Summary						
AB 2553 Ting D Shelter crisis declarations.		Existing law authorizes a governing body of a political subdivision, as those terms are defined, to declare a shelter crisis if the governing body makes a specified finding. Upon declaration of a shelter crisis, existing law, among other things, suspends certain state and local laws, regulations, and ordinances to the extent that strict compliance would prevent, hinder, or delay the mitigation of the effects of the shelter crisis. This bill would instead apply those additional provisions to a shelter crisis declared by any county or city. By expanding the scope of these provisions to apply within any county or city that has declared a shelter crisis, the bill would expand the above-described exemption from the California Environmental Quality Act.						
		or city. By expanding the scope of these provisions to apply within an county or city that has declared a shelter crisis, the bill would expand						

Vehicle Park Occupancy Law, which governs occupancy and tenancy of recreational vehicle parks. The bill would also revise the definition of a "homeless shelter" to include a parking lot owned or leased by a city, county, or city and county specifically identified as one allowed for safe parking by homeless and unstably housed individuals. The bill would require the county or city to develop the above-described shelter plan on or before July 1, 2021, or on or before July 1 of the year following the declaration of the shelter crisis, as specified, and to include a plan to transition residents from homeless shelters to permanent housing. The bill would require the above-described annual report, for reports due by January 1, 2022, and thereafter, to include the bed capacity of new homeless shelters built, as specified. The bill would require a declaration of a shelter crisis by a city, county, or city and county and those additional provisions that are or may be utilized by a city, county, or city and county to apply to any land owned or leased by an agency or entity created pursuant to the Joint Exercise of Powers Act, if the city, county, or city and county that declared a shelter crisis is one of the parties to the agreement creating the entity or agency and the real property owned or leased by the agency or entity is located within the jurisdiction of the city, county, or city and county that declared the shelter crisis. The bill would extend the repeal date of these provisions to January 1, 2026. This bill contains other existing laws.

AB 3300 Santiago D

Homelessness: California Access to Housing and Services Act.

7/1/2020-S. HOUSING 7/1/2020-Referred to Com. on HOUSING.

Existing law establishes the Homeless Housing, Assistance, and Prevention program for the purpose of providing jurisdictions with one-time grant funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges informed by a bestpractices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing. Upon appropriation, existing law requires the Business, Consumer Services, and Housing Agency to distribute \$650,000,000 among continuums of care, cities, and counties pursuant to the program. This bill, the California Access to Housing and Services Act, would establish the California Access to Housing and Services Fund in the State Treasury and continuously appropriate moneys in the fund solely for the purpose of implementing and administering the bill's provisions. The bill, for the 2020–21 fiscal year and each fiscal year thereafter, would require, upon appropriation by the Legislature, the Controller to transfer up to \$2,000,000,000 from the General Fund to the fund and require the Department of Housing and Community Development and the State Department of Social Services to jointly administer the fund pursuant to a memorandum of understanding, as provided. The bill would provide that deposits into the fund may also include, but are not limited to, other state funds; private, nonprofit, or philanthropic donations; local government contributions; and any recoveries or reversions resulting from activities pursuant to the act. The bill would require the departments, in collaboration with the California Health and Human Services Agency and after deduction for administrative costs and certain allocations to the Governor's Office to End Homelessness, if the bill establishing that office is enacted, to allocate 55% of the moneys in the fund to counties and

	continuums of care that apply jointly, 45% to large cities, and 5% to developers operating in unincorporated areas and cities that are not eligible for an allocation. The bill would define various terms for these purposes. The bill would require that recipients and subrecipients ensure that any expenditure of moneys allocated to them serve the eligible population, as defined, unless otherwise expressly provided in the bill. This bill contains other related provisions and other existing laws.
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File #:

## Solano County

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

#### Agenda Submittal

Agenda #:	16	Status:	Regular Calendar

ATR **Department:** County Administrator Type: lan Goldberg, 784-6116

08/11/2020 Agenda date: **Final Action:** 

20-552

Title: Receive an update on the CARES Act funding to Solano County and approve the

Contact:

COVID-19 Pandemic emergency response expenditure plan; Delegate authority to the County Administrator to approve and submit the State required CARES Act expenditure reports and take all necessary action in administering Solano County CARES Act funding; and Delegate authority to the County Administrator to approve any necessary Appropriation Transfer Requests to recognize the unanticipated CARES Act funding and modify appropriations to allow Solano County to fully utilize CARES Act funding prior to the

December 30, 2020 deadline

**Board of Supervisors** Governing body:

ΑII **District:** 

Attachments: A - Solano County CARES Act Proposed Expenditure Plan, B - CARES Act Allocation -

Counties and Select Cities, C - CARES Act Allocation - Cities, D - Coronavirus Relief

Fund Guidance, E - CARES Act Audit Guidance

Date: Ver. Action	Ву:	Action:	Result:
Published Notice Required?	YesNo	_X	
Public Hearing Required?	Yes No	X	

#### **DEPARTMENTAL RECOMMENDATION:**

The County Administrator's Office recommends the Board of Supervisors:

- 1. Receive an update on the CARES Act funding to Solano County and approve the COVID-19 Pandemic emergency response expenditure plan (Attachment A);
- 2. Delegate authority to the County Administrator to approve and submit the State required CARES Act expenditure reports and take all necessary action in administering Solano County CARES Act funding; and
- 3. Delegate authority to the County Administrator to approve any necessary Appropriation Transfer Requests to recognize the unanticipated CARES Act funding and modify appropriations to allow Solano County to fully utilize CARES Act funding prior to the December 30, 2020 deadline.

#### SUMMARY:

The Coronavirus Aid, Relief, and Economic Security (CARES) Act is the federal economic relief package approved to aid in responding to the public health and economic impacts of Coronavirus Disease 2019 (COVID-19) . The CARES Act appropriated \$150 Billion to be used by specific state & local governments in response costs for COVID-19 from March 1, 2020 to December 30, 2020. The CARES Act was signed into law on March 27, 2020. On June 29, 2020 Governor Newsom signed the State's 2020/21 Budget which formalized an allocation of CARES Act funding to each County and City. Solano County's allocation is \$45.8 million.

Access and receipt of CARES Act funding allocation requires that the County adhere to both federal and State guidelines. The guidelines include a requirement that CARES Act expenditures must be incurred between March 1, 2020 and December 30, 2020 and be due to the Public Health emergency with respect to COVID-19. CARES Act funds not spent by the County will need to be returned to the State. The window of time to plan and spend the CARES Act allocation is currently 10 months, although the COVID-19 impacts may be longer. The federal and State agencies administering the funding are establishing reporting requirements to ensure funds are allocated and spent in-line with the guidelines. The State is requiring Counties submit initial expenditure plans by September 1, 2020 with additional reporting requirements still pending.

County Departments have identified initial eligible costs under the CARES Act eligibility criteria for March 1, 2020 and June 30, 2020 and prepared estimates for July to December 2020 for COVID-19 medical response costs. See Initial CARES Act Expenditure Plan included in Attachment A herein. In the coming weeks the County Administrator's Office in coordination with department leadership will continue to refine the CARES Act eligible costs across all County Departments in anticipation of completing a required County plan to be submitted to the State due September 1, 2020.

The County Administrator's Office is recommending the Board receive the update on the CARES Act funding to Solano County and consider and approve a COVID-19 Pandemic emergency response expenditure plan for March 1, 2020 to December 30, 2020. There is a limited time to allocate, fully expend, and complete required reporting on the CARES Act funding in compliance with federal and State guidelines. It is recommended that the Board Delegate authority to the County Administrator to approve and submit the State required CARES Act expenditure reports and take all necessary action in administering Solano County CARES Act funding. Further as any unspent funds must be returned to the State, it is recommended the Board delegate authority to the County Administrator to approve necessary Appropriation Transfer Requests to recognize the unanticipated CARES Act funding and modify appropriations to allow Solano County to fully expend CARES Act funding prior to the December 30, 2020 deadline.

#### FINANCIAL IMPACT:

Federal CARES Act funding recently approved by the State of California Budget for FY2020/21 includes an allocation to Solano County of \$45.8 million to address costs for responding to COVID-19. Funding must be utilized to address COVID response costs in FY2019/20 and in FY2020/21. As part of the FY2019/20 year-end close, departments have reflected CARES Act funding to offset eligible costs based on actual expenditures through June 30, 2020. In preparing FY2020/21 Supplemental Budget to be presented to the Board in September 2020, County departments are reflecting CARES Act response related costs and revenue for July 1, 2020 through December 30, 2020. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2020/21 Preliminary Budget.

#### DISCUSSION:

#### Background:

The CARES Act, signed into law on March 27, 2020, included \$150 Billion in Coronavirus Relief Fund (CRF) allocations for State, Local, and Tribal governments. While the County of Solano fell under the population threshold of 500,000 population to receive a direct allocation from the federally approved and funded CRF, the California State Budget included a proposal to share \$1.3 Billion of the State's CRF allocation with all counties and cities.

On June 29, 2020, Governor Gavin Newsom signed the 2020/21 Budget, which made formal the allocation of \$45.8 Million in CRF funds to the County of Solano for purposes consistent with the guidance provided by the U.S. Department of the Treasury. County Allocation Chart included in Attachment B.

In addition to the County's allocation of CARES Act funds, the State allocations of pass-through CARES Act funding to local jurisdictions include Benicia (\$335,553); Dixon (\$246,597); Fairfield (\$1.44million); Rio Vista (\$123,311); Suisun City (\$359,536); Vacaville (\$1.22million); Vallejo (\$1.47million). See Cities Allocation Chart included in Attachment C. Also included in the CARES Act Funding was a federal allocation to HUD to be distributed to HUD Entitlement Jurisdictions throughout the Country as an additional related allocation via the Community Development Block Grant program for COVID-19 response. Locally, this included several cities who are HUD/CDBG entitlement cities -- Fairfield (\$507,084); Vacaville (\$297,029); and Vallejo (\$618,244). The cities of Benicia, Dixon, Rio Vista and Suisun City and the County of Solano are not HUD entitlement agencies. Allocation of CARES Act funding also included funding allocations to other types of public entities (e.g., transit agencies, hospitals, workforce agencies and schools).

Since the Governor's signing of the State Budget, approving the States CARES Act funding allocations, the State Department of Finance in coordination with other State and Federal Agencies have been working to develop and issue State refinements on the guidelines for eligible costs and required reporting on the use of the funds. Some details / guidelines are still pending. The initial guidelines on the utilization of the federal CARES Act funding outline areas where the funding can be utilized in responding to COVID-19. See federal guidance in Attachment D herein.

#### **CARES Act Expenditure Guidelines:**

The CARES funding comes with several <u>federal</u> restrictions that must be met to be an allowable expenditure. In summary the CARES Act provides that payments from the fund may only be used to cover costs that:

- Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government;
- Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020. It is important to note that encumbered and/or awards are considered an expense only if the scope of services has been completely satisfied by December 30, 2020;
- Expenditures comply with 2 CFR 200 and are subject to Single Audit; and
- Funds cannot be used to supplant costs funded by other sources (i.e. State/Federal grants).

The acceptance of CARES funding additional State restrictions in order to receive the funding:

- Adhere to federal guidance and the state's stay-at-home requirements and other health requirements as
  directed in gubernatorial Executive Order N-33-20, any subsequent Executive Orders or statutes, and all
  California Department of Public Health orders, directives, and guidance in response to the COVID-19
  emergency.
- Use the funds in accordance with all applicable provisions of subdivision (d) of Control Section 11.90 of the Budget Act of 2020.
- Report on expenditures and summarize regional collaboration and non-duplication of efforts within the
  region by September 1, 2020 and return any funds that are unspent by October 30, 2020 (unless extended
  by the Department of Finance based on reported expenditures to date) and repay the state for any cost
  disallowed after federal review.
- Retain records to support reported COVID-19 eligible expenditures and participate in audits as outlined by the federal government and State. (See Attachment E for additional information on Audit Guidelines.)

State Distribution of CARES Act funds to local agencies began the end of July, with the first distribution received on July 31, 2020. Per the State Budget the State will require that Counties certify each month that they are still maintaining compliance with state health orders, executive orders, and other guidance related to

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COVID-19 in order to receive each of these monthly allocations. In addition, the County is required to submit periodic expenditure reports to the State on CARES funding and should the County not demonstrate adequate expenses or a plan to expend all funds prior to December 30, 2020, the State reserves the right to withhold funds. The form of these reports and expenditure plan reporting to the Department of Finance is still in development and is pending a State Budget Trailer Bill.

The full U.S. Department of the Treasury guidance and FAQs are available online here: https://home.treasury.gov/policy-issues/cares/state-and-local-governments.

#### Proposed CARES Act Expenditure Plan for Solano County:

A proposed expenditure plan for Coronavirus Relief Funds is included in Attachment A. The expenditure plan reflects current proposed funding needs, with the expectation that the plan may need to be modified as needed during the period of CARES funding to ensure that eligible new or emerging needs in the COVID-19 response are addressed, and to comply with the State and federal guidelines to expend the allocation prior to December 30,2020 for eligible costs. Staff compiled information from departments that have and are currently engaged in disaster response to ensure that the COVID-19 disaster response needs are addressed. The County Administrator's Office recommends the priority in the plan should focus on (1) reimbursing disaster costs where another funding source does not exist, (2) maintaining disaster response, (3) continuing discretionary disaster response programs, and (4) augmenting or adding additional discretionary disaster response programs given the protracted duration of the pandemic.

As the State finalizes guidance on the CARES Act spending and reporting over the coming weeks County staff will continue to share updates with the Board as necessary.

#### **FEMA Funding:**

Prior to the receipt of CARES Funding, the County was and continues pursuing FEMA funding for disaster costs not eligible under the CARES Act. FEMA generally is the funder of last resort.\_FEMA has provided limited guidance on the pursuit of Public Assistance when other sources of Federal Funding exist. FEMA guidance in June 2020 indicates that FEMA will not deny an eligible cost from a COVID-19 Emergency declaration solely because that cost may be eligible under another federal agency's authority. FEMA reimburses for costs incurred and may decide not to pay for certain types of work that it determines are more appropriate to other federal agencies. For example, contract tracing is an eligible emergency protective measure, however, FEMA has determined that the Department of Health and Human Services and Department of Treasury as the most appropriate for State and Local governments seeking funding.

#### **ALTERNATIVES**:

The Board of Supervisors could:

- 1. Delay receiving an update on CARES Act funding, or the proposed expenditure plan; however, this is not recommended as the County has incurred expense in responding to the COVID-19 pandemic medical emergency and anticipates additional COVID-19 response and utilization of this critical funding source will assist the County in addressing many of these previously unfunded costs.
- 2. The Board could consider the plan and identify areas for revision and direct staff to return with an update prior to the September 1, 2020 State reporting due date.
- 3. The Board could choose not to approve and submit the required State CARES Act expenditure plan and not delegate authority to prepare and submit reports, or necessary appropriations transfers requests to ensure CARES Act allocation is utilized an occurs on a timely basis; however, this is alternative is not recommended as it may limit the County's ability to utilize the available funding thus resulting in a forfeiture of CARES Act funding.

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

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The County Administrator, County Departments, and other local agencies including but not limited to; Solano Transportation Authority (STA), Workforce Development, CAP Solano, City Management and City Housing Coordinators, the Food Bank, providers under First 5 Solano, and other County contractors were involved in developing estimates of need in the COVID-19 emergency response included in this report.

The County Administrator has received inquiry from Common Ground, a local advocacy group, who is working to prepare recommendations to the County on CARES Act funding allocations. The Common Ground recommendations are still in development and anticipated to be received by the County prior to Tuesday, August 11, 2020. When received CAO staff will provide the additional information to the Board.

Additionally, the County has received inquiry from the Solano Hispanic Chamber of Commerce regarding how CARES Act funding will be allocated, and staff has sent this staff report and proposed expenditure plan to them.

#### **CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

## County of Solano CARES Act Proposed Expenditure Plan

August 11, 2020

Medical Processing   1.00	Program / Activity	Costs March 1 to	Costs July 1 to December 30, 2020	Total Budget	Notes
Tearry Clark Finds (Finds Finds (Finds Finds (Finds Finds Clark		June 30, 2020	December 30, 2020	Total buuget	Notes
Description per list Safet   \$45,007   \$15,001   \$15,000   \$15,0		40.066	4 694 674	4 722 740	
Section   150,000   192,25					
Substantial Medical Registres   Substantial Medical Registres   Substantial Medical Registres   Substantial Medical Registres   Substantial Registre					
President Seaton Sequence (president Sequence	Emergency dispatch	180,092	199,223	303,310	
Despition of Department Control - Part Relian Found Intelligence Machinery (1974)   14,556   14,547   14,557	Subtotal Medical Response Expenses	604,631	5,371,956	5,976,587	
Mode   Seath International Control Set Proposed Top   Mode   Mo	Public Health Expenses	·			
Mode   Seath International Control Set Proposed Top   Mode   Mo	Department Operations Center - Public Health Warm Line (Resource Management)	143.506	84.415	227.921	
Section   Sect	Public Health Dedicated COVID-19 Payroll Exp (Includes H&SS Programs)	3.349.371	6.532.738	9.882.109	
March   Marc		-,,-			
Additional profession		31.039			
Blanckeron Schattering Facilities   Schatter					
Present Present Found Present Equipment (PS)   1,040   1,007,77   1,007   1,000   1,					
15,000   1					
County COVD 3 Communications - Education Preventional Compages (15)   1.000		473,403		-/- /	
2000.00   2000		2.026			
Trinsportation Services - Sealow (Plaisbellet   150,000   150,00		3,020			
Marchaeter (costs - COVID-19 Selector Outreech and Assistance)   147,396   5,000   147,396   147,000   1			·		Solano Transportation Authority (STA) TRD
Childiane   Pipe Up   Esternial COVID-19 Workers   Maintaining providers		147 200			Solatio Transportation Authority (STA) - TBD
Subtoal Public Health Kasaure & Mitigate the Effects   1,155,255   15,910,269					end, dessende en eed.
Compliance with Public Health Messures & Mitigate the Effects   County Remote Work (Feloward)   1,416,277   531,385   1,955,012	Childcare - (POD UD /Essential COVID-19 Workers / Maintaining providers	99,277	500,000	599,277	Funds administered by First 5 Solano
Compliance with Public Health Messures & Mitigate the Effects   County Remote Work (Feloward)   1,416,277   531,385   1,955,012	Subtotal Public Health Expenses	4.313.714	11.596.555	15.910.269	
County Remote Worker Implementation (Telework)   1,416,227   543,385   1,995,612		.,,.	,,		
Employee Paid Sixt Leave, Employee Paid Family Sixt Leave est. Cost through June 30. With Benefit est. Costs - Leave   1,341,552   76,2390   2,103,842   Includes Estimated cost in PY20/21   Administration Cods   1,341,542   76,2390   38,774   41,386   (Control Position Changes   1,032,607   47,7190   1,032,607   (Control Position Changes   2,521,100   3,854,865   6,375,965   (Astronomy Changes   2,500,000   (Astronomy Ch		1.416.227	543.385	1,959,612	
Administration Costs  (2000) Safety Dutrisph and PPE Distribution to Ag Industry (2000) Safety Dutrisph and PPE Distribution to Ag Industry (2000) Safety Dutrisph and PPE Distribution to Ag Industry (2000) Safety Dutrisph and PPE Distribution to Ag Industry (2000) Safety Dutrisph and PPE Distribution to Ag Industry (2000) Safety Dutrisph and PPE Distribution to Ag Industry (2000) Safety Dutrisph and Company (2000) Safety Dutrisph and Control Safety Dutrisph Andrew Dutrisph					Includes Estimated cost in EY20/21
COVID Safety Outreach and PPE Distribution to Ag Industry   3,062   38,774   41,836   Countywide COVID-Operation Changes & Response   555,417   477,900   1,032,607   Countywide COVID-Operation Changes & Response   555,417   477,900   1,032,607   Countywide COVID-Operation Changes & Covid Operational Changes   2,521,100   3,854,855   6,375,965   Countywide Covid-Operational Changes   34,565   51,565   68,212   Countywide Covid-Operational Changes   34,565   51,565   68,212   Covid-Operational Changes   34,565   Covid-Operational Changes   34,		1,5 11, 152	7.02,530	2,200,012	modes Estimated Cost III 1 ES/ E1
Countrywide COVID - Operation Changes & Response   555,417   477,190   1,032,677					
Criminal Justice Operational Changes   2,521,100   3,854,885   6,375,985     Animal Care & Control Operational Changes   34,1256   51,956   86,212     Facilities Modifications for Social Distancing (Signage   9,207   112,500   122,707     COVID Hodine (TOWN) - 19 Costs   120,000   20,000     COVID Unemployment / Workers Comp costs est   260,000   260,000   520,000     COVID Hodine (TBO)   20,000   20,000     Expanded Wiff Hotspots - Distance Learning   20,000   25,000     Covid Hodine (TBO)   20,000   25,000     Covid Hodine (TBO)   25,000   25,000     Covid Hod					
Animal Care & Control Operational Changes   34,256   51,956   86,212					
Seal Distancing Figings   9,207   112,500   121,707					
ROV-Vote by Mail (CVID-19 Costs   26,000   120,000   1					
COVID Hothers Comp costs est.   260,000   260,000   20		9,207			
20,000   2	ROV - Vote by Mail COVID-19 Costs		120,000	120,000	
Expanded WIFI Hotspots - Distance Learning   25,000   25,000   Administered by the Library	COVID Unemployment / Workers Comp costs est.	260,000	260,000	520,000	
Compliance Consultant   185,000   185,000   185,000	COVID Hotline (TBD)		200,000	200,000	
Subtotal Compliance with Public Health Measures   6,140,720   6,646,080   12,786,800	Expanded WIFI Hotspots - Distance Learning		25,000	25,000	Administered by the Library
Subtotal Compliance with Public Health Measures   6,140,720   6,646,800   12,786,800	Compliance Consultant		185,000	185,000	
Emergency Sheltering - Project Roomkey   107,287   3,043,244   3,150,531   Includes \$50k in project roomkey ext. to Sept	Audit Costs		15,000	15,000	
Emergency Sheltering - Project Roomkey   107,287   3,043,244   3,150,531   Includes \$50k in project roomkey ext. to Sept				-	
Emergency Sheltering - Project Roomkey		6,140,720	6,646,080	12,786,800	
Small Business COVID Grants   2,000,000   2,000,000   This is a proposed program to augment the smaller business assistance aid COVID-19 response, impacts, and prevention measures. Administered by WDB/Small Business Center.   2,000,000   2,000,					
COVID-19 response, impacts, and prevention measures. Administered by WBS/small Business Center.   Rent Assistance Program Funding   2,000,000   2,000,000     Utility Assistance   300,000   300,000     General Assistance   16,509   16,509     Froath Landlord Outreach   200,000   200,000     Food Bank   8,521   200,000   208,521     Cal Fresh   59,864   59,864     First 5 Children & Families Emergency Response Grant Funds   47,748   358,171   405,919   Includes funding of \$250,000 in FY2020/21 for Emergency Response to programs serving ages 0-5.   Subtotal Economic Support   239,929   8,101,415   8,341,344     Cotter   50,000   2,000,000     Cotter   50,000   50,000     Cott		107,287			
No   No   No   No   No   No   No   No	Small Business COVID Grants	-	2,000,000	2,000,000	
Rent Assistance Program Funding         2,000,000         2,000,000         2,000,000           Utility Assistance         300,000         300,000         300,000           General Assistance         16,509         200,000         200,000           Fenant Landlord Outreach         200,000         200,000         200,000           Food Bank         8,521         200,000         208,521           Call Fresh         59,864         59,864         59,864           First 5 Children & Families Emergency Response Grant Funds         47,748         358,171         405,919         Includes funding of \$250,000 in FV2020/21 for Emergency Response to programs serving ages 0-5.           Subtotal Economic Support         239,929         8,101,415         8,341,344					
Subtotal Economic Support   Subtotal Economic Support   Subtotal Economic Support   Subtotal Economic Support   Subtotal Colorer - TBD   Subtotal Other - TBD   Subtotal Other - Subtotal Other					WDB/Small Business Center.
Subtotal Economic Support   Cotter - TBD   Cotter	Rent Assistance Program Funding		,,.	, ,	
Tenant Landlord Outreach	Utility Assistance		300,000		
Food Bank	General Assistance	16,509			
Cal Fresh         59,864         59,864         59,864         First 5 Children & Families Emergency Response Grant Funds         47,748         358,171         405,919         Includes funding of \$250,000 in FY2020/21 for Emergency Response to programs serving ages 0-5.           Subtotal Economic Support         239,929         8,101,415         8,341,344	Tenant Landlord Outreach		200,000	200,000	
First 5 Children & Families Emergency Response Grant Funds 47,748 358,171 405,919 Includes funding of \$250,000 in FY2020/21 for Emergency Response to programs serving ages 0-5.  Subtotal Economic Support 239,929 8,101,415 8,341,344	Food Bank	8,521	200,000	208,521	
First 5 Children & Families Emergency Response Grant Funds 47,748 358,171 405,919 Includes funding of \$250,000 in FY2020/21 for Emergency Response to programs serving ages 0-5.  Subtotal Economic Support 239,929 8,101,415 8,341,344	Cal Fresh	59,864		59,864	
Other         2,000,000         2,000,000         Application/Predevelopment Costs/Other           Emergency Sheltering - (i.e. Project Homekey, Other TBD, etc.)         2,000,000         4,000,000         Application/Predevelopment Costs/Other           Other - TBD         800,000         800,000         2,800,000         -           Subtotal Other         -         2,800,000         2,800,000         -	First 5 Children & Families Emergency Response Grant Funds	47,748	358,171	405,919	
Other         2,000,000         2,000,000         Application/Predevelopment Costs/Other           Emergency Sheltering - (i.e. Project Homekey, Other TBD, etc.)         2,000,000         4,000,000         Application/Predevelopment Costs/Other           Other - TBD         800,000         800,000         2,800,000         -           Subtotal Other         -         2,800,000         2,800,000         -	Cubtotal Formania Command	220 020	0 101 415	0 241 244	
Emergency Sheltering - (i.e. Project Homekey, Other TBD, etc.)         2,000,000         2,000,000         Application/Predevelopment Costs/Other           Other - TBD         800,000         800,000         2,800,000         -         -         2,800,000         -		239,929	8,101,415	8,341,344	-
Other - TBD         800,000         800,000           Subtotal Other         -         2,800,000         2,800,000			2 000 000	2,000,000	Analisation (Danday alamant Casts (Other
Subtotal Other         -         2,800,000         2,800,000			,,		Application/Predevelopment Costs/Otner
				,	
11,298,994 34,516,007 45,815,000			,,		•
	TOTAL CARES ACT EXPENDITURES	11,298,994	34,516,007	45,815,000	

CARES Funds Approved 45,815,000

Remaining

#### Coronavirus Relief Fund Allocations Total by County and Selected Cities

(Dollars in Thousands)

0:::	Direct	State	Total	0141	Direct	State	Total
Cities and Counties	Allocations 1/	Allocations <sup>1/</sup>	Allocations	Cities and Counties	Allocations 1/	Allocations <sup>1/</sup>	Allocations
Alameda County	\$291,634	\$38,577	\$330,211	Placer County	-	\$40,768	\$40,768
Alpine County	-	116	116	Plumas County	-	1,925	1,925
Amador County	-	4,069	4,069	Riverside County	431,091	57,024	488,115
Butte County	-	22,433	22,433	Sacramento County	181,199	25,210	206,409
Calaveras County	-	4,698	4,698	City of Sacramento	89,623	-	89,623
Colusa County	-	2,205	2,205	San Benito County	-	6,428	6,428
Contra Costa County	201,281	26,625	227,906	San Bernardino County	380,408	50,320	430,728
Del Norte County	-	2,847	2,847	San Diego County	334,062	54,224	388,286
El Dorado County	-	19,737	19,737	City of San Diego	248,451	-	248,451
Fresno County	81,580	16,228	97,808	City/County San Francisco	153,824	20,347	174,171
City of Fresno	92,756	-	92,756	San Joaquin County	132,989	17,592	150,581
Glenn County	-	2,906	2,906	San Luis Obispo County	-	28,976	28,976
Humboldt County	-	13,874	13,874	San Mateo County	133,761	17,694	151,455
Imperial County	-	18,547	18,547	Santa Barbara County	-	45,698	45,698
Inyo County	-	1,846	1,846	Santa Clara County	158,100	31,314	189,414
Kern County	157,078	20,778	177,856	City of San Jose	178,295	-	178,295
Kings County	-	15,653	15,653	Santa Cruz County	-	27,963	27,963
Lake County	-	6,590	6,590	Shasta County	-	18,431	18,431
Lassen County	-	3,129	3,129	Sierra County	-	308	308
Los Angeles County	1,057,341	163,064	1,220,405	Siskiyou County	-	4,456	4,456
City of Los Angeles	694,405	-	694,405	Solano County	-	45,815	45,815
Madera County	-	16,102	16,102	Sonoma County	-	50,594	50,594
Marin County	-	26,490	26,490	Stanislaus County	96,086	12,710	108,796
Mariposa County	-	1,761	1,761	Sutter County	-	9,925	9,925
Mendocino County	-	8,879	8,879	Tehama County	-	6,661	6,661
Merced County	-	28,420	28,420	Trinity County	-	1,257	1,257
Modoc County	-	905	905	Tulare County	-	47,714	47,714
Mono County	-	1,478	1,478	Tuolumne County	-	5,576	5,576
Monterey County	-	44,425	44,425	Ventura County	147,622	19,527	167,149
Napa County	-	14,098	14,098	Yolo County	-	22,568	22,568
Nevada County	-	10,210	10,210	Yuba County	-	8,052	8,052
Orange County	554,134	73,300	627,434	Total	\$5,795,720	\$1,289,065	\$7,084,785

<sup>1/</sup> Numbers may not tie due to rounding.

#### \$500 Million Coronavirus Relief Fund Allocations to Cities

		(Whol	e dollars)		
Cities	Allocations <sup>1</sup>	Cities	Allocations <sup>1</sup>	Cities	Allocations <sup>1</sup>
Adelanto	\$ 440,336	Capitola	\$ 124,805	El Cerrito	\$ 308,098
Agoura Hills	\$ 253,931	Carlsbad	\$ 1,413,290	El Monte	\$ 1,440,602
Alameda	\$ 1,003,970	Carmel-by-the-Sea	\$ 50,000	El Paso de Robles	\$ 385,490
Albany	\$ 233,818	Carpinteria	\$ 164,649	El Segundo	\$ 207,148
Alhambra	\$ 1,071,632	Carson	\$ 1,149,617	Elk Grove	\$ 2,174,997
Aliso Viejo	\$ 617,900	Cathedral City	\$ 661,559	Emeryville	\$ 151,845
Alturas	\$ 50,000	Ceres	\$ 597,972	Encinitas	\$ 767,782
Amador	\$ 50,000	Cerritos	\$ 617,283	Escalon	\$ 92,332
American Canyon	\$ 257,277	Chico	\$ 1,362,210	Escondido	\$ 1,889,210
Anaheim	\$ 30,480,113	Chino	\$ 1,100,241	Etna	\$ 50,000
Anderson	\$ 131,756	Chino Hills	\$ 1,017,515	Eureka	\$ 329,656
Angels City	\$ 50,907	Chowchilla	\$ 224,668	Exeter	\$ 136,189
Antioch	\$ 1,389,299	Chula Vista	\$ 3,360,914	Fairfax	\$ 91,356
Apple Valley	\$ 918,553	Citrus Heights	\$ 1,084,214	Fairfield	\$ 1,444,380
Arcadia	\$ 706,404	Claremont	\$ 442,114	Farmersville	\$ 140,745
Arcata	\$ 221,792	Clayton	\$ 139,979	Ferndale	\$ 50,000
Arroyo Grande	\$ 218,384	Clearlake	\$ 176,527	Fillmore	\$ 192,195
Artesia	\$ 203,604	Cloverdale	\$ 113,754	Firebaugh	\$ 98,542
Arvin	\$ 267,649	Clovis	\$ 1,471,470	Folsom	\$ 1,007,649
Atascadero	\$ 371,118	Coachella	\$ 582,612	Fontana	\$ 2,629,939
Atherton	\$ 86,813 \$ 387,428	Coalinga	\$ 212,358 \$ 50,000	Fort Bragg	\$ 91,702 \$ 50,000
Atwater		Colfax	\$ 50,000 \$ 50,000	Fort Jones	
Auburn	\$ 180,194	Colma		Fortuna	
Avalon	\$ 50,000 \$ 162,846	Colton	\$ 668,202 \$ 76,244	Foster City	\$ 407,863 \$ 689,933
Avenal	\$ 613,134	Colusa	\$ 158,883	Fountain Valley	\$ 79,688
Azusa Bakersfield	\$ 33,502,406	Commerce	\$ 1,210,414	Fowler	\$ 2,891,945
	\$ 33,302,400	Compton	\$ 1,606,893	Fremont	\$ 2,691,945
Baldwin Park	\$ 384,304	Concord	\$ 1,000,893	Fullerton	\$ 319,161
Banning	\$ 299,640	Corcoran	\$ 263,019	Galt	\$ 2,158,291
Barstow	\$ 635,569	Corning	\$ 2,077,380	Garden Grove	\$ 752,397
Beaumont Bell	\$ 451,053	Corona Coronado	\$ 263,994	Gardena Gilroy	\$ 704,824
Bell Gardens	\$ 524,123	Corte Madera	\$ 124,879	Glendale	\$ 2,535,249
Bellflower	\$ 964,435	Costa Mesa	\$ 1,417,179	Glendora	\$ 642,878
Belmont	\$ 331,064	Cotati	\$ 93,011	Goleta	\$ 397,862
Belvedere	\$ 50,000	Covina	\$ 603,108	Gonzales	\$ 105,025
Benicia	\$ 335,533	Crescent City	\$ 82,392	Grand Terrace	\$ 153,425
Berkeley	\$ 1,513,511	Cudahy	\$ 298,455	Grass Valley	\$ 158,846
Beverly Hills	\$ 417,024	Culver City	\$ 490,243	Greenfield	\$ 225,755
Big Bear Lake	\$ 64,279	Cupertino	\$ 735,259	Gridley	\$ 79,046
Biggs	\$ 50,000	Cypress	\$ 608,368	Grover Beach	\$ 163,155
Bishop	\$ 50,000	Daly City	\$ 1,347,591	Guadalupe	\$ 99,777
Blue Lake	\$ 50,000	Dana Point	\$ 409,258	Gustine	\$ 72,539
Blythe	\$ 237,744	Danville	\$ 541,743	Half Moon Bay	\$ 153,487
Bradbury	\$ 50,000	Davis	\$ 854,212	Hanford	\$ 732,790
Brawley	\$ 337,682	Del Mar	\$ 52,698	Hawaiian Gardens	\$ 180,873
Brea	\$ 563,387	Del Rey Oaks	\$ 50,000	Hawthorne	\$ 1,073,003
Brentwood	\$ 804,021	Delano	\$ 654,793	Hayward	\$ 1,979,381
Brisbane	\$ 57,204	Desert Hot Springs	\$ 366,216	Healdsburg	\$ 149,264
Buellton	\$ 67,465	Diamond Bar	\$ 705,972	Hemet	\$ 1,051,667
Buena Park	\$ 1,012,440	Dinuba	\$ 320,951	Hercules	\$ 315,222
Burbank	\$ 1,307,080	Dixon	\$ 246,597	Hermosa Beach	\$ 242,177
Burlingame	\$ 371,871	Dorris	\$ 50,000	Hesperia	\$ 1,190,177
Calabasas	\$ 298,714	Dos Palos	\$ 68,477	Hidden Hills	\$ 50,000
Calexico	\$ 504,948	Downey	\$ 1,401,758	Highland	\$ 683,080
California City	\$ 174,848	Duarte	\$ 267,599	Hillsborough	\$ 140,980
Calimesa	\$ 115,186	Dublin	\$ 811,404	Hollister	\$ 501,862
Calipatria	\$ 84,491	Dunsmuir	\$ 50,000	Holtville	\$ 78,515
Calistoga	\$ 66,032	East Palo Alto	\$ 380,218	Hughson	\$ 90,109
	\$ 867,522	Eastvale	\$ 820,010	Huntington Beach	\$ 2,485,243
Camarillo	Ψ 001,022				
Campbell	\$ 522,136	El Cajon	\$ 1,288,954	Huntington Park	\$ 734,840

<sup>&</sup>lt;sup>1</sup>Excludes cities that received direct federal allocation through the CARES Act (6 cities). Allocations use May 2020 Population Estimates.

#### \$500 Million Coronavirus Relief Fund Allocations to Cities

(Whole dollars)

		(Whole	dollarsj		
Cities	Allocations <sup>1</sup>	Cities	Allocations <sup>1</sup>	Cities	Allocations <sup>1</sup>
Imperial	\$ 245,794	Maricopa	\$ 50,000	Pasadena	\$ 1,788,383
Imperial Beach	\$ 346,399	Marina	\$ 275,600	Patterson	\$ 284,898
Indian Wells	\$ 66,712	Martinez	\$ 458,153	Perris	\$ 990,252
Indio	\$ 1,120,515	Marysville	\$ 153,401	Petaluma	\$ 763,954
Industry	\$ 50,000	Maywood	\$ 344,534	Pico Rivera	\$ 782,487
Inglewood	\$ 1,382,521	McFarland	\$ 177,651	Piedmont	\$ 141,412
lone	\$ 98,876	Mendota	\$ 154,512	Pinole	\$ 240,831
Irvine	\$ 3,478,274	Menifee	\$ 1,198,820	Pismo Beach	\$ 100,493
Irwindale	\$ 50,000	Menlo Park	\$ 435,286	Pittsburg	\$ 917,651
Isleton	\$ 50,000	Merced	\$ 1,088,029	Placentia	\$ 635,803
Jackson	\$ 60,007	Mill Valley	\$ 181,182	Placerville	\$ 135,572
Jurupa Valley	\$ 1,322,168	Millbrae	\$ 281,910	Pleasant Hill	\$ 423,099
Kerman	\$ 196,937	Milpitas	\$ 962,595	Pleasanton	\$ 981,153
King City	\$ 182,701	Mission Viejo	\$ 1,163,927	Plymouth	\$ 50,000
Kingsburg	\$ 159,068	Modesto	\$ 2,745,200	Point Arena	\$ 50,000
La Canada Flintridge	\$ 252,635	Monrovia	\$ 468,388	Pomona	\$ 1,911,546
La Habra	\$ 782,450	Montague	\$ 50,000	Port Hueneme	\$ 291,479
	\$ 67,428	Montclair	\$ 487,588	Porterville	\$ 736,568
La Habra Heights La Mesa	\$ 740,408	Monte Sereno	\$ 50,000	Portola	\$ 750,000
La Mirada	\$ 603,491	Montebello	\$ 784,586	Portola Valley	\$ 56,883
La Palma	\$ 191,282		\$ 347,819	•	\$ 609,183
	\$ 500,898	Monterey Deals	\$ 749,891	Poway	\$ 967,781
La Puente		Monterey Park		Rancho Cordova	
La Quinta	\$ 502,034	Moorpark	\$ 447,929	Rancho Cucamonga	\$ 2,167,193
La Verne	\$ 411,160	Moraga	\$ 209,235	Rancho Mirage	\$ 236,003
Lafayette	\$ 316,136	Moreno Valley	\$ 2,578,550	Rancho Palos Verdes	\$ 515,258
Laguna Beach	\$ 275,872	Morgan Hill	\$ 573,574	Rancho Santa Margarita	\$ 602,454
Laguna Hills	\$ 389,033	Morro Bay	\$ 125,793	Red Bluff	\$ 175,885
Laguna Niguel	\$ 806,465	Mount Shasta	\$ 50,000	Redding	\$ 1,132,763
Laguna Woods	\$ 200,554	Mountain View	\$ 1,015,823	Redlands	\$ 876,054
Lake Elsinore	\$ 783,463	Murrieta	\$ 1,426,847	Redondo Beach	\$ 827,184
Lake Forest	\$ 1,045,938	Napa	\$ 978,856	Redwood City	\$ 1,071,163
Lakeport	\$ 57,748	National City	\$ 766,745	Reedley	\$ 320,001
Lakewood	\$ 986,770	Needles	\$ 64,798	Rialto	\$ 1,290,930
Lancaster	\$ 1,996,519	Nevada City	\$ 50,000	Richmond	\$ 1,373,211
Larkspur	\$ 151,289	Newark	\$ 604,590	Ridgecrest	\$ 362,388
Lathrop	\$ 331,311	Newman	\$ 147,079	Rio Dell	\$ 50,000
Lawndale	\$ 404,974	Newport Beach	\$ 1,059,137	Rio Vista	\$ 123,311
Lemon Grove	\$ 327,520	Norco	\$ 340,336	Ripon	\$ 196,690
Lemoore	\$ 327,310	Norwalk	\$ 1,305,302	Riverbank	\$ 309,049
Lincoln	\$ 608,924	Novato	\$ 663,066	Riverside	\$ 27,991,888
Lindsay	\$ 162,414	Oakdale	\$ 283,947	Rocklin	\$ 868,621
Live Oak	\$ 113,594	Oakland	\$ 36,994,706	Rohnert Park	\$ 531,779
Livermore	\$ 1,134,220	Oakley	\$ 524,272	Rolling Hills	\$ 50,000
Livingston	\$ 185,849	Oceanside	\$ 2,189,579	Rolling Hills Estates	\$ 99,592
Lodi	\$ 838,741	Ojai	\$ 93,307	Rosemead	\$ 671,227
Loma Linda	\$ 302,937	Ontario	\$ 2,257,932	Roseville	\$ 1,792,347
Lomita	\$ 253,721	Orange	\$ 1,729,401	Ross	\$ 50,000
Lompoc	\$ 540,632	Orange Cove	\$ 116,754	Salinas	\$ 2,002,977
Long Beach	\$ 40,280,494	Orinda	\$ 234,707	San Anselmo	\$ 157,512
Loomis	\$ 85,047	Orland	\$ 102,765	San Bernardino	\$ 2,691,008
	\$ 142,819		\$ 240,028		\$ 561,227
Los Alamitos	\$ 381,230	Oroville	\$ 2,547,855	San Bruno	\$ 301,227
Los Altos		Oxnard		San Buenaventura	
Los Altos Hills	\$ 103,876	Pacific Grove	\$ 188,479 \$ 473,278	San Carlos	\$ 372,204
Los Banos	\$ 517,629	Pacifica	\$ 473,278	San Clemente	\$ 797,390
Los Gatos	\$ 388,181	Palm Desert	\$ 654,225	San Dimas	\$ 419,123
Loyalton	\$ 50,000	Palm Springs	\$ 585,587	San Fernando	\$ 311,234
Lynwood	\$ 879,968	Palmdale	\$ 1,935,252	San Gabriel	\$ 495,169
Madera	\$ 807,688	Palo Alto	\$ 854,743	San Jacinto	\$ 630,049
Malibu	\$ 144,708	Palos Verdes Estates	\$ 162,859	San Joaquin	\$ 51,142
Mammoth Lakes	\$ 97,036	Paradise	\$ 57,180	San Juan Bautista	\$ 50,000
Manhattan Beach	\$ 435,236	Paramount	\$ 684,784	San Juan Capistrano	\$ 448,423
Manteca	\$ 1,047,037	Parlier	\$ 196,196	San Leandro	\$ 1,085,683

<sup>&</sup>lt;sup>1</sup>Excludes cities that received direct federal allocation through the CARES Act (6 cities). Allocations use May 2020 Population Estimates.

#### \$500 Million Coronavirus Relief Fund Allocations to Cities

(Whole dollars)

Cities		Allocations <sup>1</sup>
San Luis Obispo	\$	566,980
San Marcos	\$	1,200,252
San Marino	\$	161,587
San Mateo	\$	1,272,829
San Pablo	\$	387,860
San Rafael	\$	738,445
San Ramon	\$	1,026,269
Sand City	\$	50,000
Sanger	\$	335,657
Santa Ana	\$	28,580,208
Santa Barbara	\$	1,154,593
Santa Clara	\$	1,594,064
Santa Clarita	\$	2,740,224
Santa Cruz	\$	795,452
Santa Fe Springs	\$	225,891
Santa Maria	\$	1,326,168
Santa Monica	\$	1,140,344
Santa Paula	\$	375,217
Santa Rosa	\$	2,143,808
Santee	\$	716,121
Saratoga	\$	383,132
Sausalito	\$	89,541
Scotts Valley	\$	144,375
Seal Beach	\$	308,580
Seaside	\$	414,086
Sebastopol	\$	95,629
Selma	\$	301,715
Shafter	\$	252,388
Shasta Lake	\$	131,583
Sierra Madre	\$	133,547
Signal Hill	\$	144,610
Simi Valley	\$	1,544,811
Solana Beach	\$	170,860
Soledad	\$	312,395
Solvang	\$	68,675
Sonoma	\$	136,436
Sonora	\$	58,241
South El Monte	\$	261,809
South Gate	\$	1,197,709
South Lake Tahoe	\$	278,119
South Pasadena	\$	314,333
South San Francisco	\$	838,111
St Helena	\$	74,984
Stanton	\$	482,489
Stockton	\$	27,170,185
Suisun City	\$	359,536
Sunnyvale	\$	1,932,363
Susanville	\$	169,366
Sutter Creek	\$	50,000
Taft	\$	107,173
Tehachapi	\$	157,525
Tehama	\$	50,000
Temecula	\$	1,382,508
Temple City	\$	446,349
Thousand Oaks	\$	1,561,715
Tiburon	\$	117,792
_	\$	1,797,076
Torrance	- ۳	

Cities	Allocations <sup>1</sup>
Tracy	\$ 1,184,473
Trinidad	\$ 50,000
Truckee	\$ 200,369
Tulare	\$ 837,555
Tulelake	\$ 50,000
Turlock	\$ 917,355
Tustin	\$ 992,487
Twentynine Palms	\$ 361,252
Ukiah	\$ 198,307
Union City	\$ 909,206
Upland	\$ 973,127
Vacaville	\$ 1,220,576
Vallejo	\$ 1,470,087
Vernon	\$ 50,000
Victorville	\$ 1,561,073
Villa Park	\$ 71,194
Visalia	\$ 1,711,918
Vista	\$ 1,270,866
Walnut	\$ 369,537
	\$ 874,918
Walnut Creek Wasco	\$ 356,635
Waterford	\$ 109,815
Watsonville	\$ 636,063
Weed	\$ 50,000
West Covina	\$ 1,308,784
	\$ 447,003
West Hollywood West Sacramento	\$ 670,795
Westlake Village	\$ 101,395
-	\$ 1,141,134
Westminster Westmorland	\$ 50,000
Wheatland	\$ 50,000
	\$ 1,071,743
Whittier	\$ 459,103
Wildomar	\$ 66,996
Williams Willits	\$ 62,625
	\$ 76,651
Willows	\$ 348,782
Windsor	\$ 89,875
Winters	
Woodland	\$ 95,974 \$ 749,990
Woodland	\$ 70,082
Woodside Vorba Linda	\$ 847,631
Yorba Linda	\$ 50,000
Yountville	
Yreka	
Yuba City	\$ 869,954
Yucaipa	\$ 687,883
Yucca Valley	\$ 274,551

<sup>&</sup>lt;sup>1</sup>Excludes cities that received direct federal allocation through the CARES Act (6 cities). Allocations use May 2020 Population Estimates.

#### Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments Updated June 30, 2020<sup>1</sup>

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act established the Coronavirus Relief Fund (the "Fund") and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

- 1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
- 2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- 3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.<sup>2</sup>

The guidance that follows sets forth the Department of the Treasury's interpretation of these limitations on the permissible use of Fund payments.

#### Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred "due to" the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be "necessary." The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

#### Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the

<sup>&</sup>lt;sup>1</sup> This version updates the guidance provided under "Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020".

<sup>&</sup>lt;sup>2</sup> See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

#### Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the "covered period"). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID–19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period, but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient's usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020, will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient's control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

#### Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

- 1. Medical expenses such as:
  - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
  - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
  - Costs of providing COVID-19 testing, including serological testing.
  - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
  - Expenses for establishing and operating public telemedicine capabilities for COVID-19related treatment.
- 2. Public health expenses such as:
  - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
  - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
  - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
  - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
  - Expenses for public safety measures undertaken in response to COVID-19.
  - Expenses for quarantining individuals.
- 3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- 4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
  - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
  - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
  - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.

- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
- COVID-19-related expenses of maintaining state prisons and county jails, including as relates
  to sanitation and improvement of social distancing measures, to enable compliance with
  COVID-19 public health precautions.
- Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
- 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
  - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
  - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
  - Unemployment insurance costs related to the COVID-19 public health emergency if such
    costs will not be reimbursed by the federal government pursuant to the CARES Act or
    otherwise.
- 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

#### Nonexclusive examples of ineligible expenditures<sup>3</sup>

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

- 1. Expenses for the State share of Medicaid.<sup>4</sup>
- 2. Damages covered by insurance.
- 3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- 4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
- 5. Reimbursement to donors for donated items or services.
- 6. Workforce bonuses other than hazard pay or overtime.
- 7. Severance pay.
- 8. Legal settlements.

<sup>&</sup>lt;sup>3</sup> In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

<sup>&</sup>lt;sup>4</sup> See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

#### CRF Reporting and Allocation Update – Received 8-6-20

#### **Background:**

Control Section 11.90 (CS 11.90) of the Budget Act of 2020 requires cities and counties to report on expenditures, obligations, and projections and summarize regional collaboration efforts and non-duplication of efforts by September 1, 2020. This report will include a combination of expenditures for the first quarter (March 1, 2020 – June 30, 2020), expenditures for July and August 2020 (if available), and a projection of costs to be paid with state-allocated CRF through December 30, 2020. In addition to the CS 11.90 reporting requirements, prime recipients of the Coronavirus Relief Fund must submit the first quarterly report to the US Treasury OIG on September 21, 2020, for expenditures and obligations incurred between March 1, 2020 – June 30, 2020. As the prime recipient, the state contemplated gathering federal reporting data as part of the September 1, 2020 report required in CS 11.90 to minimize the number of reports (and information/data) that will be required.

#### **Federal Guidance:**

The federal government issued reporting guidance on July 31, 2020. This guidance appears to require more detailed information than what was required for the interim reporting process in the following areas:

- 18 expenditure categories vs. 9 categories (one of which was transfers to local governments, which is no longer an expenditure category).
- · Reporting of detailed "obligations" and "expenditures" for each quarter including the following:
  - a. Transferee/government unit identifying and demographic information (e.g. DUNS number and location)
  - b. Transfer date, amount, and description
  - c. Related project(s)
  - d. Quarterly obligation amount
  - e. Quarterly expenditure information
  - f. Expenditure categories (18 categories noted above)
- Requires prime recipients to identify "projects" planned to be completed using CRF but does not define the project level (for instance, is "Relief to Local Governments" an allowable project.

It is unclear how much detail the state will be required to collect from cities and counties. It appears that the state, as one of the prime recipients, may have to expand the originally planned format, if aggregate reporting for transfers to other governments will need to be further broken out into these expenditure categories. We are also exploring alternatives to support the reporting process.

#### **Next Steps:**

- · All recipients of these funds will be required to register at SAM.gov (if not already registered) and that should smooth the process (our working assumption is that there will be a match by entity and DUNS number when we input CA data into GrantSolutions portal.
- · State representatives are participating in a national call on Thursday with the Treasury OIG (along with other prime recipients of the CRF Funds) to get clarification regarding the federal requirements around reporting and to better understand the information requested.
- · Finance will finalize the reporting form/process as soon as possible [no later than August 12, 2020] and will evaluate whether to bifurcate our reporting approach to both meet the intent of CS 11.90 reporting and the first quarter federal reporting requirements. This will allow cities and counties a little more than two weeks to prepare the report due by September 1, 2020.

We apologize for timing of this information and appreciate your understanding. It is certainly not what we had built into our schedule and planning based on federal guidance provided on July 2, 2020, and as outlined during our recent webinars.

# CARES Act Audit Guidance

Included in the Treasury's FAQs for the Coronavirus Relief Funds (CRF) is additional information clarifying the CARES Act funding is subject to Single Audit. Agencies need to ensure adequate documentation for all costs being claimed against the CRF. The County's external auditor will include CARES Act funding in our annual audit due to the significance of the funding. See Treasury FAQ's on Audit Guidance below:

#### Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

**Are Fund payments subject to other requirements of the Uniform Guidance?** Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program- 11 specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.



## Solano County

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

#### Agenda Submittal

Agenda #:	17	Status:	Regular Calendar

Type: Presentation Department: Sheriff's Office

File #: 20-548 Contact: Angelica Russell, 784-7064

Agenda date: 08/11/2020 Final Action:

Title: Conduct a public forum in accordance with the State of California's TRUTH Act; and

Receive a report on qualifying interactions with U. S. Immigration and Customs

Enforcement (ICE)

Governing body: Board of Supervisors

District: All

Attachments: A - Presentation

Date:	Ver.	Action By:	Action:	Result:
Published No	otice Red	uired?	′es <u>X</u> No	
Public Heari	ng Requi	red?	'es No _X_	

#### **DEPARTMENTAL RECOMMENDATION:**

The Sheriff's Office recommends that the Board of Supervisors:

- 1. Conduct a public forum and receive public comment in accordance with Government Code section 7283.1(d) a.k.a. the State of California's TRUTH Act; and
- 2. Receive an informative report sharing data the Sheriff's Office maintains regarding qualifying interactions and communications with U. S. Immigration and Customs Enforcement (ICE).

#### **SUMMARY**:

Government Code section 7283.1(d) (TRUTH Act), requires that the Board of Supervisors hold an annual public forum if a County local law enforcement agency provided "ICE access" to an individual during the preceding year. As part of this forum, the Solano County Sheriff's Office will report on the qualifying interactions with ICE in calendar year 2019.

#### FINANCIAL IMPACT:

There is no cost to the County related to this public forum apart from staff time spent on compiling the data, preparing the documents, and publishing the required notices. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2020/21 Preliminary Budget.

#### **DISCUSSION:**

Immigration laws and their enforcement are under the jurisdiction of the federal government and its Immigration and Customs Enforcement Agency (ICE). Enforcement of state and local criminal laws is under the jurisdiction of state and local law enforcement. Traditionally, local law enforcement and federal immigration

#### File #: 20-548, Version: 1

authorities have cooperated by sharing various types of resources. For local law enforcement, that often meant providing information about non-citizen individuals in local law enforcement custody and holding that individual for a period of time at the request of ICE after the person is ordered released on their local criminal charges ("ICE hold" or "ICE detainer") to allow ICE time to take custody of the individual, or providing ICE access to an individual in the jail for an interview.

Due to concerns expressed by public interest and citizen groups over the level of cooperation, some local governments acted to restrict the types of cooperation on immigration issues that could be allowed between local law enforcement and federal immigration authorities. Consequently, the federal government enacted laws prohibiting a state or local government from limiting communication with federal immigration authorities about the immigration or citizenship status of individuals. However, these codes do not impose any affirmative obligation for a local jurisdiction to share non-citizenship information, such as a person's custody status, home address, or release date, with federal immigration authorities.

In 2013, California enacted the Transparency and Responsibility Using State Tools (TRUST) Act (Government Code §§ 7282 and 7282.5) to address issues regarding ICE holds. The TRUST Act attempted to balance the expense, due process concerns, and the potential liability to local jurisdictions for holding a person in custody past their release date with the desire to ensure that non-citizens convicted of felonies were removed from the United States, if appropriate. The TRUST Act prohibited local law enforcement from keeping a person in custody for an ICE hold once the individual was otherwise eligible for release unless the person had been convicted of a felony punishable by prison, was on the California Sex or Arson registry, or was the subject of a federal felony arrest warrant, among other qualifying events. If the person qualified under one of the exceptions, then local law enforcement could comply with the ICE hold request and detain the individual for up to 48 hours.

In 2016, California passed the Transparent Review of Unjust Transfers and Holds ("TRUTH") Act (Government Code § 7283 et seq.). Under the TRUTH Act, local law enforcement agencies are required to provide various types of notification to an individual if ICE: 1) requests to interview that person; 2) submits a hold request to law enforcement for the individual; or 3) or requests an individual's release date. Records of "ICE access" must also be available to the public under the Public Records Act.

Additionally, starting in 2018, a local governing body is required to hold a community forum with an opportunity for public comment if the local law enforcement agency has provided "ICE access" in the previous year. During the forum, law enforcement may provide the governing body with data regarding the number and demographics of individuals affected by "ICE access", as well as the date access was provided and whether access occurred from a hold, a transfer, a notification request, or other means. This public forum must be noticed at least 30 days in advance.

Most recently, California passed SB 54, the California Values Act (more commonly known as the "Sanctuary State" law) which became effective on January 1, 2018. It prohibits state and local law enforcement agencies from using money or personnel to investigate, interrogate, detain, detect, or arrest persons for immigration enforcement purposes, or inquire into a person's immigration status. It also amended the TRUST Act to prohibit a local law enforcement agency from complying with ICE holds with some exceptions. It also prohibits local law enforcement from providing personal information about an individual unless that information is publicly available.

In Solano County, both the Probation Department and the Sheriff's Office searched their records, but only the Sheriff's Office had any qualifying "ICE access" contacts in calendar year 2019. The Sheriff's Office will present its data regarding these contacts to the Board during the public forum in compliance with Government Code section 7283.1(d).

Notice of the TRUTH Act public forum was provided to the public by publishing ads in the following Solano

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County newspapers at least 30 days in advance of the community forum: Benicia Herald; The Daily Republic; Dixon Tribune; The Reporter; Rio Vista Herald; Vallejo Times Herald. Notice was also provided by posting information about the forum on the County's website and in the posted meeting agenda.

#### **ALTERNATIVES:**

The Board may choose to not conduct the TRUTH Act public forum at this time; however, this alternative is not recommended as the forum is required to be held annually by the governing board of a local agency. Should the Board choose this alternative, the public forum must be rescheduled for a future date to comply with state law.

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

County Counsel assisted with this item.

#### **CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



# Transparent Review of Unjust Transfers and Holds (TRUTH) Access Forum

- Public Forum Under the TRUTH Act (AB2792)
- Information Regarding Federal Immigration and Customs Enforcement (ICE) Requests

Presented to the Solano County Board of Supervisors on August 11, 2020 Solano County Sheriff's Office



# The TRUTH Act

- Governor Brown signed into law on September 28, 2016.
- Mandates California law enforcement agencies to provide notification to an inmate if Federal Immigration and Customs Enforcement (ICE) agents request:
  - To interview an inmate;
  - An inmate's date and time of release from custody; or
  - An inmate be held once eligible for release



# Requirements

# Local Law Enforcement Must:

- Provide a written consent form that explains the purpose of the interview; that it is voluntary; and that the individual may decline to be interviewed.
- Provide consent form in multiple, specified languages.
- Provide copies of certain documents received from ICE to the inmate and their representative.
- Notify the inmate of the agency's intent to comply with the ICE request.
- Consider records related to ICE as public records for purposes of the California Public Records Act.
- Local governing body where local law enforcement agency has provided ICE access to an individual during the previous year must hold at least one public community forum during the following year.



# **2019 Details**

Booked & Fingerprinted



13,238

**2019 Bookings** 

**DHS Detainer Requests** 

132/.99%



**5**/.03% ICE Pick Up



# **2019 Demographic Data**

CATAGORY	DATA
Race	4: Hispanic 1: Black
Sex	4: Male 1: Female
Age	18 - 29: 2 30 - 49: 2 50 - 64: 1 65 - Older: 0

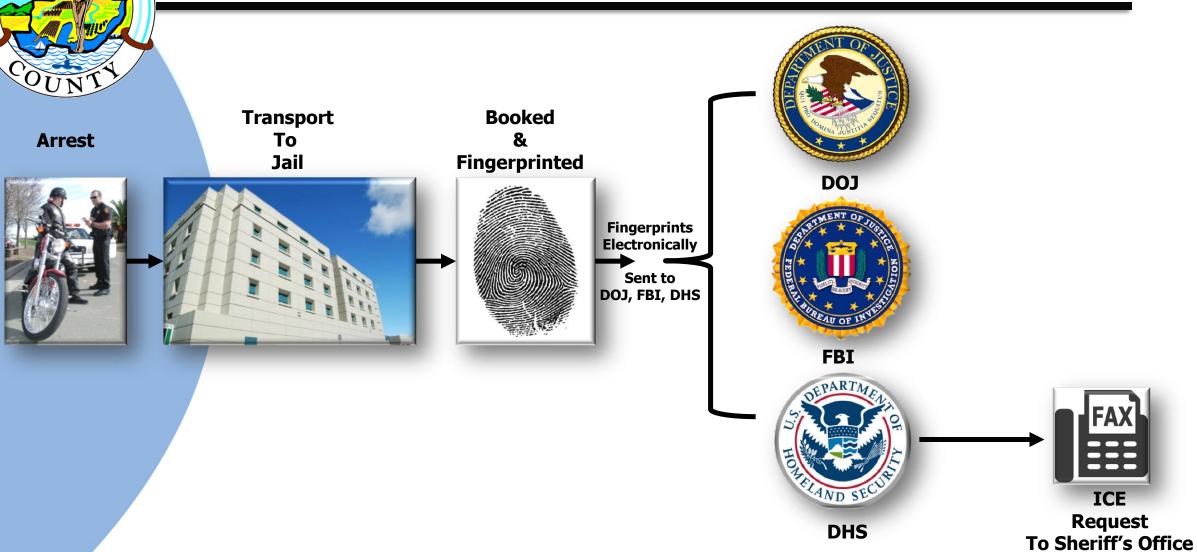


# **TRUST Act Data 2017 - 2019**

YEAR	BOOKED & FINGERPRINTED	DHS DETAINER REQUESTS	ICE PICK UP
2017	15,555	98 or .63%	15 or .09%
2018	15,362	132 or .85%	7 or .04%
2019	13,238	132 or .99%	5 or .03%



# **TRUTH Act – Flow Chart**





# **California Immigration Related Laws**

## TRUST Act - Effective January 1, 2014

 No transfers or notifications for ICE unless serious prior record. As of January 1, 2018 no hold requests honored.

## TRUTH Act – Effective January 1, 2017

Notice and procedural protections for individuals in custody and transparency for ICE interactions.

## <u>California Values Act (Sanctuary State Law) – Effective January 1, 2018</u>

 Sets parameters for participation in immigration-related activities and DOJ reporting requirements.



# Solano County

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

## Agenda Submittal

Agenda #:	18	Status:	Closed Session
Type:	Closed Session	Department:	County Counsel

File #: 20-592 Contact: Bernadette Curry, 784-6150

Agenda date: 08/11/2020 Final Action:

Title: Public Employee Performance Evaluation: County Counsel

**Governing body:** Board of Supervisors

District: All

Attachments: A - Memorandum

Date:	Ver.	Action By				Action:	Result:
Published No	tice Rec	quired?	Yes	No	X		
Public Hearin	ıg Requi	red?	Yes	No _	X		

#### **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.
G.	PUBLIC EMPLOYEE APPOINTMENT a. Title:
H.	PUBLIC EMPLOYMENT (GC § 54957) a. Title:
l.	PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC § 54957) a. Title: County Counsel
J.	PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (GC § 54957) a. No information required
K.	CONFERENCE WITH LABOR NEGOTIATORS (GC § 54957.6) a.
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.)