

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, October 6, 2020

8:30 AM

Board of Supervisors Chambers

Board of Supervisors

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

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

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

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

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

SOLANO COUNTY BOARD OF SUPERVISORS
HOUSING AUTHORITY, SPECIAL DISTRICTS, SOLANO FACILITIES
CORPORATION, AND
IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

This meeting will be live-streamed and available to view at:

<http://www.solanocounty.com/depts/bos/meetings/videos.asp>

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

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

Email/Mail:

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

Phone:

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

The County of Solano does not discriminate against persons with disabilities. If you wish to participate in this meeting and you will require assistance in order to do so, please call the Office of the Clerk of the Board of Supervisors at 707-784-6100 at least 24 hours in advance of the event to make reasonable arrangements to ensure accessibility to this meeting.

Non-confidential materials related to an item on this Agenda submitted to the Board after distribution of the agenda packet will be emailed to you upon request. You may request materials by emailing clerk@solanocounty.com.

AGENDA

CALL TO ORDER - 8:30 A.M.

ROLL CALL

CLOSED SESSION

- 1 **20-706** Conference with Labor Negotiators: Solano County representatives: Kim Williams, Patricia Cano, Birgitta E. Corsello, and Nancy Huston. Employee organizations: Teamsters, Local 150 for Unit 1 (Attorneys); SEIU Local 1021 for Unit 2 (Nurses), Unit 5 (Health and Welfare Employees), Unit 7 (Regulatory, Technical and General Services Employees), Unit 8 (General Services Supervisors), Unit 9 (Clerical Employees) and Units 82, 87, 89, and 90 (Extra Help Employees); Solano County Deputy Sheriff's Association for Unit 3 (Law Enforcement Employees) and Unit 4 (Law Enforcement Supervisors); Public Employees Union, Local One for Unit 6 (Health and Welfare Supervisors) and Unit 16 (Mid-Management Employees); Stationary Engineers, Local 39 for Unit 10 (Skilled Craft and Service Maintenance Employees); Union of American Physicians and Dentists for Unit 11 (Physicians, Dentists and Psychiatrists); Solano County Probation Peace Officer Association for Unit 12 (Probation Employees) and Unit 15 (Probation Supervisors); Solano County Sheriff's Custody Association for Unit 13 (Correctional Officers); Teamsters, Local 856 for Unit 14 (Correctional Supervisors); Solano County Law Enforcement Management Association for Unit 17 (Law Enforcement Management) and Unit 18 (Sheriff's Office Management); Professional and Technical Engineers, Local 21 for Unit 19 (Executive and Senior Management); Unit 60 Legislative Group; Unit 61 (unrepresented Executive Management Employees), Unit 62 (unrepresented Senior Management Employees) and Unit 30 (Confidential Employees)

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

Conference with Legal Counsel - Potential Litigation: One case

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

[Attachments:](#) [A - Memorandum.docx](#)

RECONVENE - 9:00 A.M.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

SALUTE TO THE FLAG AND A MOMENT OF SILENCE

PRESENTATIONS

District Attorney:

- 2** **20-700** Adopt and present a resolution recognizing October 2020 as “Domestic Violence Awareness Month” in Solano County (Chairwoman Hannigan)

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

ITEMS FROM THE PUBLIC

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

ADDITIONS TO OR DELETIONS FROM THE AGENDA

APPROVAL OF THE AGENDA

PUBLIC COMMENT ON CONSENT CALENDAR

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

APPROVAL OF THE CONSENT CALENDAR

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

CONSENT CALENDAR

GENERAL GOVERNMENT

Clerk of the Board of Supervisors:

- 3 **20-705** Approve the minutes of the Solano County Board of Supervisors meeting of September 22, 2020
[Attachments:](#) A - Minutes September 22, 2020

Human Resources/Health and Social Services:

- 4 **20-704** Adopt a resolution approving an amendment to the Alphabetical Listing of Classes and Salaries to add one new classification with a monthly salary range as follows: Clinic Operations Officer - \$13,002.81 - \$15,805.00; and Adopt a resolution approving an amendment to the Position Allocation List to delete 1.0 FTE Health Services Administrator and add 1.0 FTE Clinic Operations Officer
[Attachments:](#) A - Resolution - List of Numbers/Classifications
 B - Resolution - Alpha

Human Resources/Probation:

- 5 **20-697** Adopt a resolution amending the Alphabetical Listing of Classes and Salaries to retitle the classifications Group Counselor (Entry), Group Counselor, and Group Counselor (Senior) to Juvenile Correctional Counselor (Entry), Juvenile Correctional Counselor, and Juvenile Correctional Counselor (Senior)
[Attachments:](#) A - Resolution

Treasurer-Tax Collector-County Clerk:

- 6 **20-669** Adopt a resolution authorizing school districts and community college districts over which the Solano County Office of Education has jurisdiction to issue and sell school bonds directly pursuant to state law
[Attachments:](#) A - Resolution
- 7 **20-685** Accept the Treasurer-Tax Collector-County Clerk's selection of Wanda Wheeler for the "Employee of Month" parking program for October 2020

General Services:

- 8 **20-693** Approve a Fuel Supply Agreement with Epic Aviation, LLC for aviation fuel for the Nut Tree Airport through FY2025/26; and Authorize the County Administrator or designee to execute the Fuel Supply Agreement with Epic Aviation and any future amendments within approved budget
Attachments: A - Contract
- 9 **20-694** Approve an agreement for \$392,742 with Golden Bay Fence Plus Iron Works, Inc. for the Claybank Campus Perimeter Security Fence Replacement Project at 2500 Claybank Road in Fairfield; and Authorize the County Administrator or designee to execute the agreement and any amendments within the approved project budget
Attachments: A - Contract
 B - Funding & Budget Summary
 C - Bid Results

Information Technology-Registrar of Voters:

- 10 **20-660** Adopt a resolution and plaque of appreciation honoring Carol Cain, Information Technology Manager, upon her retirement from the Department of Information Technology, with over 20 years of dedicated public service to Solano County
Attachments: A - Resolution
- 11 **20-695** Accept a grant from the Center for Tech and Civic Life in the amount of \$370,037; Authorize the CIO/Registrar of Voters or designee to execute and submit all documents related to the completion of this grant agreement; and Approve an Appropriation Transfer Request (ATR) to increase revenue and expenditures in the Registrar of Voters FY2020/21 Adopted Budget in the amount of \$370,037 (4/5 vote required)
Attachments: A - Grant Acceptance

First 5 Solano:

- 12 **20-699** Approve a revenue contract with First 5 California for up to \$200,000 for the period of October 1, 2020 through June 30, 2022 for First 5 California Home Visiting Coordination (HVC) funding; and Authorize the First 5 Solano Executive Director to execute the revenue agreement and any future amendments that remain within budgeted appropriations
Attachments: A - Agreement

HEALTH AND SOCIAL SERVICESHealth and Social Services\Napa\Solano Area Agency on Aging

- 13 **20-692** Approve a contract with Innovative Health Solutions for \$84,840 to provide nutrition education services from October 1, 2020 through September 30, 2021; and Authorize the County Administrator to execute the contract

Attachments: A - Contract

CRIMINAL JUSTICESheriff's Office:

- 14 **20-687** Adopt a resolution and plaque of appreciation honoring Correctional Officer Steve Snyder upon his retirement from the Sheriff's Office with over 31 years of dedicated public service to Solano County

Attachments: A - Resolution

Probation:

- 15 **20-702** Approve a sole source contract with Volunteers of America to provide housing support, case management, and housing location services to Probation adult clients who are at risk of or currently experiencing homelessness for an amount not to exceed \$263,642 for the term of October 15, 2020 through June 30, 2022; Delegate authority to the County Administrator to execute the contract and any future amendments up to 20% of the total contract amount not to exceed \$75,000; and Authorize the Chief of Probation to execute any amendments which are technical or administrative in nature

Attachments: A - Contract

MISCELLANEOUS ITEMSBoard of Supervisors:

- 16 **20-681** Approve the appointment of Catherine Collins to serve on the In-Home Support Services Advisory Board as member-at-large for a term to expire on October 6, 2024

County Counsel:

- 17 **20-659** Approve the reappointment of Viola Lujan and appointment of Abhishek Dosi to the Partnership HealthPlan of California Commission for terms to expire on December 31, 2024

Attachments: [A - PHC Commission](#)

REGULAR CALENDAR

Rescheduled Consent Items

Consider the following:

- A)
- B)
- C)

GENERAL GOVERNMENT

Health and Social Services/Resource Management:

- 18 **20-707** Receive an update from Dr. Bela Matyas, Public Health Officer and Terry Schmidtbauer, Interim Director of Resource Management regarding the coronavirus disease 2019 (COVID-19) pandemic emergency response efforts and current status of statewide guidance and take action based on staff recommendations

Attachments: [A - State Reopening Summary by Sector](#)
 [B - Summary of State Orders and Directives](#)

Sheriff/Office of Emergency Services/Resource Management/County Administrator:

- 19 **20-708** Receive an update from the Incident Command Unit regarding the LNU Lightning Complex Fire emergency response and recovery efforts and current status of state and federal guidance regarding debris removal and funding requests.

Attachments: [A - Proclamation of Local Emergency 8-19-2020](#)
 [B - Local Health Emergency Order 8-24-2020](#)
 [C - Proclamation Confirming Local Emergency 8-25-2020](#)
 [D - Resolution No. 2020-173](#)
 [E - Ordinance No. 2020 - 1811](#)
 [F - Resolution No. 2020 - 176](#)
 [G - Solano Fire Recovery Newsletter.pdf](#)
 [H - LAC Recap.docx](#)
 [I - FEMA Req for Phase 2 Debris Cleanup Funding.pdf](#)

Information Technology-Registrar of Voters

- 20 **20-701** Adopt and present a resolution recognizing October 2020 as National Cybersecurity Awareness Month

Attachments: A - Resolution
 B - Presentation

County Administrator:

- 21 **20-691** Receive a verbal update from the County's Federal Legislative Advocates on the status of legislation of interest to the County, including a FY2020/21 federal budget update and other items of interest to the County, and receive an update from the County's State Legislative Advocate on the status of legislation that is of interest to the County, including an update on the end of the 2020 State Legislative Session

RECESS - 10:55 A.M.

RECONVENE - 11:00 A.M.

- 22 **20-678** Adopt and present a resolution and receive a video proclaiming the week of October 4-10, 2020 as Centenarian Week in Solano County

Attachments: A - Resolution

RECESS

2:00 P.M.

LAND USE/TRANSPORTATIONResource Management:

- 23 **20-696** Conduct a noticed/published public hearing to consider a proposed final one year extension of an Interim Urgency Ordinance (Ordinance No. 2019-1806) suspending the approval of administrative permits for certain land uses located on private roads, including special event facilities and vacation house rentals, and instead requiring use permits for these land uses within the unincorporated area of Solano County, adopted as an urgency measure (4/5 vote required)

Attachments: A - Proposed Urgency Ordinance
 B - Public Hearing Notice

- 24** **20-698** Conduct a noticed public hearing to consider Lot Line Adjustment application LLA-19-09 of Harold Novotny and Frank Vezer to reconfigure the common property line between two adjacent lots located at 5404 Williams Road, 2.5 miles northwest of the City of Fairfield, Assessor's Parcel Nos. 0149-090-210 and 23; Recind Land Conservation Contract Nos. 1376 and 1377; and Approve 2 replacement contracts: Land Conservation Contract No. 1378 of Frank Vezer and Land Conservation Contract No. 1379 of Harold Novotny

[Attachments:](#) [A - Resolution](#)
 [B - Public Hearing Notice](#)
 [C - Map](#)

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS

ADJOURN:

To the Board of Supervisors meeting of October 27, 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:	Closed Session
Type:	Closed Session	Department:	County Counsel
File #:	20-706	Contact:	Bernadette S. Curry, 784-6151
Agenda date:	10/06/2020	Final Action:	
Title:	<p>Conference with Labor Negotiators: Solano County representatives: Kim Williams, Patricia Cano, Birgitta E. Corsello, and Nancy Huston. Employee organizations: Teamsters, Local 150 for Unit 1 (Attorneys); SEIU Local 1021 for Unit 2 (Nurses), Unit 5 (Health and Welfare Employees), Unit 7 (Regulatory, Technical and General Services Employees), Unit 8 (General Services Supervisors), Unit 9 (Clerical Employees) and Units 82, 87, 89, and 90 (Extra Help Employees); Solano County Deputy Sheriff's Association for Unit 3 (Law Enforcement Employees) and Unit 4 (Law Enforcement Supervisors); Public Employees Union, Local One for Unit 6 (Health and Welfare Supervisors) and Unit 16 (Mid-Management Employees); Stationary Engineers, Local 39 for Unit 10 (Skilled Craft and Service Maintenance Employees); Union of American Physicians and Dentists for Unit 11 (Physicians, Dentists and Psychiatrists); Solano County Probation Peace Officer Association for Unit 12 (Probation Employees) and Unit 15 (Probation Supervisors); Solano County Sheriff's Custody Association for Unit 13 (Correctional Officers); Teamsters, Local 856 for Unit 14 (Correctional Supervisors); Solano County Law Enforcement Management Association for Unit 17 (Law Enforcement Management) and Unit 18 (Sheriff's Office Management); Professional and Technical Engineers, Local 21 for Unit 19 (Executive and Senior Management); Unit 60 Legislative Group; Unit 61 (unrepresented Executive Management Employees), Unit 62 (unrepresented Senior Management Employees) and Unit 30 (Confidential Employees)</p> <p>In-Home Supportive Services Authority representatives: Kim Williams, Patricia Cano, Nancy Huston and Birgitta E. Corsello. Employee organization: SEIU Local 2015</p> <p>Conference with Legal Counsel - Potential Litigation: One case</p> <p>Conference with Real Property Negotiators: Property: 3373 Sackett Lane, Winters, California; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, Bill Emlen, Assistant County Administrator, Megan Greve, Director of General Services and Dale Eyeler, Real Estate Agent; Negotiating parties: Roland Sandford, Solano County Water Agency, Under negotiation: Price and terms</p>		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Memorandum.docx		

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

CLOSED SESSION MEMO

- A. LICENSE/PERMIT DETERMINATION (GC § 54956.7)
 - a. Number of applicants: _____
- B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (GC § 54956.8)
 - a. Property: 3373 Sackett Lane, Winters, California; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, Bill Emlen, Assistant County Administrator, Megan Greve, Director of General Services and Dale Eyeler, Real Estate Agent; Negotiating parties: Roland Sandford, Solano County Water Agency, Under negotiation: Price and terms
- C. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
 - a. _____
- D. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (GC § 54956.9)
 - a. Significant exposure to litigation pursuant to GC § 54956.9 (b):
 - b. Initiation of litigation pursuant to GC § 54956.9(c): One case
- E. LIABILITY CLAIMS-JOINT POWERS AUTHORITY (GC § 54956.95)
 - a. Claimant: _____
 - b. Agency against whom claim filed: _____
- F. THREAT TO PUBLIC SERVICES OR FACILITIES (GC § 54957)
 - a. _____
- G. PUBLIC EMPLOYEE APPOINTMENT
 - a. Title: _____
- H. PUBLIC EMPLOYMENT (GC § 54957)
 - a. Title: _____
- I. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC § 54957)
 - a. Title: _____
- J. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (GC § 54957)
 - a. No information required
- K. CONFERENCE WITH LABOR NEGOTIATORS (GC § 54957.6)
 - a. Solano County representatives: Kim Williams, Patricia Cano, Birgitta E. Corsello, and Nancy Huston. Employee organizations: Teamsters, Local 150 for Unit 1 (Attorneys); SEIU Local 1021 for Unit 2 (Nurses), Unit 5 (Health and Welfare Employees), Unit 7 (Regulatory, Technical and General Services Employees), Unit 8 (General Services Supervisors), Unit 9 (Clerical Employees) and Units 82, 87, 89, and 90 (Extra Help Employees); Solano County Deputy Sheriff's Association for Unit 3 (Law Enforcement Employees) and Unit 4 (Law Enforcement Supervisors); Public Employees Union, Local One for Unit 6 (Health and Welfare Supervisors) and Unit 16 (Mid-Management Employees); Stationary Engineers, Local 39 for Unit 10 (Skilled Craft and Service Maintenance Employees); Union of American Physicians and Dentists for Unit 11 (Physicians, Dentists and Psychiatrists); Solano County Probation Peace Officer Association for Unit 12 (Probation Employees) and Unit 15 (Probation Supervisors); Solano

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

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

- L. CASE REVIEW/PLANNING (GC § 54957.8)
- M. REPORT INVOLVING TRADE SECRET (GC § 54962, etc.)
 - a. Estimated year of public disclosure:_____
- N. HEARINGS
 - a. Subject matter:_____
 - (nature of hearing, i.e. medical audit comm., quality assurance comm., etc.)



Solano County

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

Agenda Submittal

Agenda #:	2	Status:	Presentation
Type:	Resolution-Presentation	Department:	District Attorney
File #:	20-700	Contact:	Angel Aguilar, 784-6888
Agenda date:	10/06/2020	Final Action:	
Title:	Adopt and present a resolution recognizing October 2020 as "Domestic Violence Awareness Month" in Solano County (Chairwoman Hannigan)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

Date:	Ver.	Action By:	Action:	Result:
-------	------	------------	---------	---------

Published Notice Required? Yes ____ No X
Public Hearing Required? Yes ____ No X

DEPARTMENTAL RECOMMENDATION:

The District Attorney's Office recommends that the Board of Supervisors adopt and present a resolution recognizing October 2020 as "Domestic Violence Awareness Month" in Solano County.

SUMMARY:

In October 1987, the first Domestic Violence Awareness month was observed. This month has since been set aside to raise public awareness about the prevalence and cost of domestic violence, the need for prevention, and the availability of services for victims of abuse. The Department recognizes the need to raise public awareness and to reduce children's exposure to violence and therefore recommends that the Board of Supervisors adopt and present a resolution recognizing October 2020 as "Domestic Violence Awareness Month."

FINANCIAL IMPACT:

There is no cost to adopt and present the Resolution. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2020/21 Adopted Budget. The costs associated with preparation and purchase of the resolution materials are included in the Board's FY2020/21 Adopted Budget.

DISCUSSION:

Somewhere in America a woman is battered, usually by her intimate partner, every 9 seconds. Domestic violence is not a private matter; it is a crime. It is one of the most common, yet least reported, crimes in the United States. It can happen to anyone, of any profession, education level, economic status, age, race or religion. It occurs at the same rate in gay and lesbian relationships as it does in heterosexual relationships. Although not as common, violence against men by women also exists. Batterers not only hurt their partners, but their children as well. Estimates show that child abuse is 15 times more likely to occur in families where

domestic violence is present. Children who witness domestic violence often grow up believing that physical cruelty in relationships is acceptable behavior, and thus they tend to perpetuate a cycle of violence in their own relationships. More than 3 million children are at risk of exposure to intimate partner violence each year.

October 2020 marks the 34th commemoration of National Domestic Violence Awareness Month. Agencies and organizations from across America will encourage support and understanding from all Americans and will commemorate victims of domestic violence and those who serve them.

Progress against domestic violence relies heavily on public awareness and changing community attitudes. Solano County's network of victim service agencies work to ease the physical and emotional pain inflicted on victims of domestic violence, collaborate to raise awareness to put an end to this abusive behavior, and educate the public with which they have contact on family violence prevention strategies designed to break cycles of violence. The Solano Family Justice Center, as part of the Office of Family Violence Prevention, is a model program designed to reduce barriers for victims seeking services, recognizes the efforts of all professionals working with domestic violence victims and survivors. These agencies are working to ease the physical and emotional pain inflicted on victims of domestic violence and are collaborating to raise awareness to put an end to this abusive behavior. We honor Domestic Violence Awareness Month by promoting peace in our own families, homes, and communities. Let us renew our commitment to end domestic violence - in every corner of Solano County.

ALTERNATIVES:

The Board of Supervisors could choose to:

- 1) Not adopt the resolution; however, this alternative is not recommended as the resolution recognizes local efforts which are consistent with the Board's mission; and/or
- 2) Proclaim another month as Domestic Violence Awareness and Prevention Month; however, this alternative is not recommended since the month of October 2020 has been nationally designated as Domestic Violence Awareness and Prevention Month.

OTHER AGENCY INVOLVEMENT:

The District Attorney's Office of Family Violence Prevention and Solano Family Justice Center work collaboratively with and recognize the efforts of the District Attorney's Office Victim Witness Unit, Solano Partnership Against Violence, the Fairfield Police Department's Domestic Violence Unit, Fighting Back Partnership, SafeQuest Solano, Travis Air Force Base's Family Advocacy Office, Kaiser Permanente's Family Violence Prevention Team, the Vacaville Police Department FIRST Office, Solano Advocates for Victims of Violence (SAVV), and Solano County Health & Social Services who serve the county, and many others that serve families affected by domestic violence.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2020 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING THE MONTH OF OCTOBER 2020 AS DOMESTIC VIOLENCE AWARENESS MONTH IN SOLANO COUNTY

WHEREAS, Domestic Violence is a pattern of abusive and threatening behaviors perpetrated by an intimate partner or family member against another. Eighty percent of all domestic violence victims are women, and those between the ages of 18 and 34 endure the highest rates of domestic violence; and

WHEREAS, 24 people per minute are victims of rape, physical violence or stalking by an intimate partner in the United States — more than 12 million women and men over the course of a year. One in three female homicide victims are murdered by their current or former partner every year. An estimated 3.3 million children are exposed to violence by family members; these children suffer deep and lasting emotional effects and are more likely to continue the cycle of abuse from one generation to the next; and the COVID-19 pandemic has presented unique challenges for domestic violence survivors, including intensified isolation and additional barriers to accessing support and resources; and

WHEREAS, the Board of Supervisors recognize the importance of supporting countywide efforts to reduce incidents of domestic violence in our community. The Solano Family Justice Center, as a model program designed to reduce barriers for victims seeking services, recognizes the efforts of all professionals working with domestic violence victims and survivors. Such services continue to be offered by District Attorney's Office Victim Witness Unit and the Office of Family Violence Prevention, Solano Partnership Against Violence, Fairfield Police Department's Domestic Violence Unit, Fighting Back Partnership, SafeQuest Solano, Travis Air Force Base Family Advocacy Office, Kaiser Permanente Family Violence Prevention Team, Vacaville Police Department FIRST Office, Solano Advocates for Victims of Violence (SAVV) and Solano County Health & Social Services. These agencies are working to ease the physical and emotional pain inflicted on victims of domestic violence and are collaborating to raise awareness to put an end to this abusive behavior; and

WHEREAS, since the passage of the Violence Against Women Act (VAWA) 26 years ago, our awareness and response to domestic violence has greatly improved. What was too often seen as a private matter best hidden behind closed doors is now an established issue of local and national concern. Laws have changed, our culture transformed, and support services for survivors have improved. We continue our efforts to provide protection and justice for survivors and to prevent violence from occurring. During Domestic Violence Awareness Month, we stand with domestic abuse survivors ensuring their voices are heard and shedding light in this important issue; and

WHEREAS, this October, let us honor Domestic Violence Awareness Month by promoting peace in our own families, homes, and communities. Let us renew our commitment to end domestic violence -- in every corner of Solano County.

NOW, THEREFORE BE IT RESOLVED, the Solano County Board of Supervisors does hereby recognize October 2020 to be "Domestic Violence Awareness Month" and recognizes all local agencies working to reduce domestic and family violence in our communities.

Dated this 6th day of October, 2020

ERIN HANNIGAN, Chairperson
Solano County Board of Supervisors

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

By: _____
Alicia Draves, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	3	Status:	Consent Calendar
Type:	Minutes	Department:	Clerk of the Board of Supervisors
File #:	20-705	Contact:	Alicia Draves, 784-6125
Agenda date:	10/06/2020	Final Action:	
Title:	Approve the minutes of the Solano County Board of Supervisors meeting of September 22, 2020		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Minutes September 22, 2020		

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 approve the minutes of the Solano County Board of Supervisors meeting of September 22, 2020.



Solano County

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

Meeting Minutes - Final Board of Supervisors

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

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

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

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

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

Tuesday, September 22, 2020

9:00 AM

Board of Supervisors Chambers

CALL TO ORDER

The Solano County Board of Supervisors met on the 22nd day of September, 2020 in regular session in the Board of Supervisors' Chambers at the Solano County Government Center, 675 Texas Street, Fairfield, California at 9:00 A.M. Present were Supervisors Brown, Spering, Vasquez, Thomson and Chairwoman Hannigan. Chairwoman Hannigan presided. Also present were County Administrator Birgitta E. Corsello and County Counsel Bernadette S. Curry.

ROLL CALL

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

SALUTE TO THE FLAG AND A MOMENT OF SILENCE

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

PRESENTATIONS

1 [20-679](#)

Adopt and present a resolution and plaque of appreciation recognizing Jeanette Neiger, Chief Deputy Clerk, for outstanding public service (Supervisor Thomson)

On motion of Supervisor Thomson, seconded by Supervisor Vasquez, the Board adopted and presented Resolution No. 2020-174 recognizing Jeanette Neiger, Chief Deputy Clerk, for outstanding public service. So ordered by 5-0 vote.

Enactment No: Resolution No. 2020-174

- 2 [20-667](#) Adopt and present a resolution recognizing September 21-25, 2020 as Fall Prevention Week in Solano County (Supervisor Brown)

On motion of Supervisor Brown, seconded by Chairwoman Hannigan, the Board adopted and presented Resolution No. 2020-175 recognizing September 21-25, 2020 as Fall Prevention Week in Solano County. So ordered by 5-0 vote.

Enactment No: Resolution No. 2020-175

ITEMS FROM THE PUBLIC

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

A) Tim Flanagan, Director of DoIT/Registrar of Voters, commented on the upcoming election.

B) Terry Schmidtbauer, Interim Director of Resource Management, commented on the County's current COVID-19 regulations.

C) Richard Ropiak commented in opposition to the current COVID-19 regulations.

D) Simone Arnett commented about racial inequality within Solano County.

E) George Guynn commented about the current COVID-19 regulations.

F) Nathan Hansford commented about racial inequality within Solano County.

G) Misty (no last name provided) commented about racial inequality within Solano County.

H) Akbar Bibb commented about racial inequality within Solano County.

I) Richard Livingston Jr. commented about racial inequality within Solano County.

J) Dr. Fuller commented about systemic racism in the community.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There were no additions to or deletions from the Solano County Board of Supervisors' agenda for September 22, 2020.

APPROVAL OF THE AGENDA

On motion of Supervisor Vasquez, seconded by Supervisor Brown, the Board approved the agenda of the Solano County Board of Supervisors for September 22, 2020 as submitted. So ordered by 5-0 vote.

PUBLIC COMMENT ON CONSENT CALENDAR

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

APPROVAL OF THE CONSENT CALENDAR

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

CONSENT CALENDAR

- | | | |
|----------|-------------------------------|--|
| 3 | <u>20-664</u> | <p>Approve the minutes of the Solano County Board of Supervisors meeting of August 11, August 25 and September 1, 2020</p> <p>Approved</p> |
| 4 | <u>20-683</u> | <p>Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors</p> <p>Received and Filed</p> |
| 5 | <u>20-690</u> | <p>Review the August 19, 2020 Proclamation of Local Emergency and the August 24, 2020 Proclamation of a Local Health Emergency in response to the LNU Lightning Complex Fire; and Adopt a resolution confirming the need for continuing the Local Emergency and Local Health Emergency Proclamations</p> <p>Adopted</p> <p>Enactment No: Resolution No. 2020-176</p> |

- 6 [20-673](#) Adopt a resolution setting the property tax rates for the County of Solano, cities, schools and applicable special districts for FY2020/21
Adopted
Enactment No: Resolution No. 2020-177
- 7 [20-674](#) Accept the Annual Audit of the Statement of Assets of the Solano County Treasury as of June 30, 2020
Accepted
- 8 [20-676](#) Receive the Auditor-Controller's Internal Audit Division's Review of the Solano County Department of Health and Social Services' Contract with Child Haven, Inc
Received
- 9 [20-672](#) Declare a VWR Signature Reach-In Incubator, Model 1915 as surplus County personal property; and Authorize a donation of the incubator to the California Department of Public Health, a public agency, for use in its Public Health Microbiologist Training Program
Approved
- 10 [20-627](#) Adopt a resolution recognizing September 20-26, 2020 as National Forensic Science Week in Solano County
Adopted
Enactment No: Resolution No. 2020-178

- 11 [20-686](#) Adopt a resolution approving participation in the federally funded 2020 Emergency Management Performance Grant Program COVID-19 Supplemental for the period of January 27, 2020 through October 26, 2021; Approve an Appropriation Transfer Request (ATR) of \$108,682 to recognize the unanticipated grant revenue and appropriate funds to assist with the ongoing COVID-19 public health emergency (4/5 vote required); and Authorize the Sheriff or his designees to accept and administer the program funds, including executing the agreement and any subsequent amendments and modifications which are within budgeted appropriations

Adopted

Enactment No: Resolution No. 2020-179

- 12 [20-668](#) Approve a 3 year agreement with A Better Way, Inc. for a total of \$1,018,149 to provide Parent Partner and Family Navigation Program support services from October 1, 2020 through June 30, 2023; and Authorize the County Administrator to execute the agreement

Approved

MISCELLANEOUS ITEMS

- 13 [20-665](#) Approve the reappointment of Olivia Ruiz to serve on the Solano Commission for Women and Girls, representing District 1, for a term to expire September 21, 2023

Approved

- 14 [20-677](#) Approve the reappointment of Jennifer Hamilton to serve on the Solano Commission for Women and Girls, representing District 4, for a term to expire on October 19, 2023

Approved

- 15 [20-689](#) Approve the appointment of Supervisor Hannigan as the primary member and Supervisor Brown as the alternate member to the California State Association of Counties Board of Directors for the 2020 CSAC Annual Meeting on November 12, 2020

Approved

REGULAR CALENDAR

16

[20-463](#)

Conduct a noticed/published hearing to consider adoption of the FY2020/21 Recommended Budget

- a. County Administrator's presentation of the FY2020/21 Supplemental Recommended Budget
- b. Recommendations for consideration and action regarding the FY2020/21 Recommended Budget documents, including technical adjustments proposed at this hearing
- c. Public Comment of the FY2020/21 Recommended Budget
- d. Selection of budget units for discussion and Board of Supervisor members' comments
- e. Board discussion of budget units selected for discussion by functional area
- f. Continue FY2020/21 Recommended Budget Hearings as needed until conclusion
- h. Final Public Comment of the FY2020/21 Recommended Budget
- i. Adopt the Budget and Position Resolutions for FY2020/21 and other recommendations included in the Recommended Budget, Supplemental Budget and technical adjustments from the Board budget hearings

Chairwoman Hannigan opened the public hearing.

Budget Officer Ian Goldberg introduced the item.

In response to a question by Supervisor Vasquez, Mr. Goldberg provided information on revenues. County Administrator Birgitta Corsello also provided information on revenues.

In response to a question by Supervisor Brown, Assistant County Administrator Nancy Huston provided information on sales tax revenues.

In response to a question by Supervisor Vasquez, Ms. Huston and Ms. Corsello provided information on the property tax estimates as a result of fire damage.

In response to a question by Supervisor Brown, Mr. Goldberg provided information on CARES Act funding.

Ms. Corsello provided information on the recommended allocation of positions.

In response to a question by Supervisor Thomson, Ms. Corsello spoke about the policy regarding vacant positions.

In response to questions by Supervisor Spering, Ms. Corsello provided information regarding filling current vacant positions during the COVID-19 pandemic and the current recruitment procedures for Solano County.

Ms. Corsello provided an overview of County Services provided for in the FY2020/21 Budget.

Mr. Goldberg provided an overview of the general reserves, designations and commitments.

In response to a question by Chairwoman Hannigan, James Bezek, Assistant Director of General Services, provided information on the County Detention Facility repair costs.

Ms. Huston provided an overview on CalPERS rates.

Supervisor Vasquez thanked staff for their continued work on the County's pension liabilities.

Chairwoman Hannigan spoke about the COVID-19 pandemic and the current civil unrest in the communities. She requested the creation of a Board Subcommittee on Diversity and Equity to include Supervisor Vasquez and herself. She requested an allocation of \$150 thousand to hire new Equity Officer management position to address social equity.

Supervisor Vasquez stated he would support the creation of the Board subcommittee but would not support the allocation of funds for the position at this time. He further requested that the cities be included in the process.

Supervisor Spering spoke in support of the Board subcommittee but stated at this time he will not support the allocation of funds for the position at this time.

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

A) George Guynn, Jr., commented in opposition to the recommended action.

B) Kim Williams, Human Resources Director, commented in support of the recommended action.

C) Akon Walker commented about racial inequality within Solano County.

In response to questions by Supervisor Spering, Assistant County Administrator Bill Emlen, provided information on funding for the Lakes Water System.

In response to a question by Supervisor Vasquez, Ms. Corsello, provided

information on potential appropriations for the requested Board Committee budget.

Supervisor Vasquez commented that subcommittee operate in conjunction with the local cities and schools and return with recommendations for the Board to vote on before allocating funds for a new position.

In response to a question by Supervisor Vasquez, Ms. Corsello stated the Board could allocate contingency funds for the committee but recommended that the funds come from fund balance.

Chairwoman Hannigan provided an overview of the potential stakeholders that could be involved and the issues that could be addressed by the subcommittee. She advised that the intent of the request was to have someone dedicated to assisting the subcommittee and County with equity and diversity, with support from departments as well.

D) Aaron Crutison, Deputy Director of Child Welfare, spoke about racial inequality in Solano County.

Supervisor Brown made a motion to create a Board subcommittee to look at the equity issue in Solano County and to allocate \$150,000 in funds to support the subcommittee in their endeavors, with a report from the subcommittee due back to the Board by April 2021.

Supervisor Sperring requested the motion be bifurcated so that the two matters could be voted on independently.

Supervisor Sperring commented in support of creating the subcommittee and advised that he was not in support of allocating funding at this time until after recommendations came back to the Board. He then commented on the importance of looking at other issues that were affecting the minority populations as well, such as schooling.

Supervisor Brown commented that the rationale for funding was to provide resources to the subcommittee to begin working and to hire an outside expert if need be.

Supervisor Thomson commented on racial equity and noted that the subcommittee would need funds as resources to start looking at this matter.

Supervisor Sperring advised that the subcommittee should come back with a laid out process for the full Board to review and take action on before the funds are allocated.

Chairwoman Hannigan commented that the subcommittee would report back on recommendations, work plans, goals and priorities to the Board and request Board input.

Supervisor Sperring commented that no large sums of funds should be spent

prior to the subcommittee reporting back to the Board.

Chairwoman Hannigan advised that some funds would likely be needed to begin looking at the issues in the form of outside experts to assist the subcommittee.

Supervisor Vasquez commented that he was not in favor of creating a position at this time but was supportive of having the subcommittee coming back with the requests and on earmarking the funds for the requests later. He then commented on the amount of tension in the country and on the need to show leadership regarding the equity issues. He noted that the County Administrator had budget authority for expenses.

Supervisor Sperring made a substitute motion to form the subcommittee and to earmark \$150,000 to be spent after the Board received a report back and took action on the requests from the report back. Supervisor Vasquez seconded the motion. The motion failed 3-2 with Supervisors Hannigan, Brown and Thomson voting no.

On motion of Supervisor Brown, seconded by Supervisor Thomson, the Board approved the creation of a Board subcommittee to look at the equity issue in Solano County. So ordered by 5-0 vote.

On motion of Supervisor Brown, seconded by Supervisor Thomson, the Board appropriated \$150,000 for the subcommittee with a report back to the Board required. Supervisors Sperring and Vasquez voted no. So ordered by 3-2 vote.

Chairwoman Hannigan closed the public hearing.

On motion of Supervisor Thomson, Seconded by Supervisor Brown, the Board:

- 1. Adopted Resolution No. 2020-181 approving the FY2020/21 Supplemental Budget adjustments.**
- 2. Approved Changes in Position Allocation List reflecting allocated positions included in the Supplemental Budget and Adopted Resolution NO. 2020-180 Amending the List of Numbers and Classifications of Positions incorporating the deletions and additions recommended in the FY2020/21 Supplemental Budget to be effective October 4, 2020.**
- 3. Approved the list of Capital Projects in both Accumulated Capital Outlay and Public Works Departments reflected in the Supplemental Budget to be effective October 1, 2020.**
- 4. Approved the list of Fixed Assets included in the Supplemental Budget (See Supplemental Budget narratives) to be effective October 1, 2020.**
- 5. Authorized the Auditor-Controller with the concurrence of the County Administrator, to increase unrestricted Fund Balance to finance the gap between revenues and expenditures for FY2020/21 of any amount and to transfer year-end General Fund Balances to all or some of the following committed/restricted reserves in the following manner:**

- i. Increase the General Fund Contingency up to \$5.0 million;**

ii. Increase the General Fund Committed Fund Balance for Capital Renewal up to \$5.0 million; and

iii. Increase the General Fund Committed Fund Balance for the Employer PERS Rate Increases up to \$5.0 million.

6. Authorized an additional payment to CalPERS up to the amount of \$6,811,584 from the Pension Debt Service Fund's available fund balance to pay down select amortization bases under the County's Miscellaneous and Safety Retirement Plans, as recommended by the Pension Advisory Committee; Approved any necessary appropriation transfer request to complete the CalPERS Additional Discretionary Payment from fund balance in the Pension Debt Service Fund; and Authorized the Auditor-Controller to work with CalPERS to determine the timing of the payment.

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

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

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

So ordered by 5-0 vote. (See Resolution Book)

17 **20-675**

Consider reactivation of the Board Subcommittees for Law and Justice and Health and Social Services & Family Justice

Supervisor Vasquez commented that he had spoken to Supervisor Brown about the Senior Coalition bylaws and suggested that the discussions regarding the Senior Coalition be put under the Health and Social Services and Family Justice subcommittee.

County Counsel Bernadette Curry commented on the suggestion of nominating the Supervisor-Elect to a new committee.

In response to a question from Chairwoman Hannigan, Assistant County Administrator Nancy Huston advised that it made sense to reactive the Law and Justice subcommittee now in order to deal with current issues and legislation.

Ms. Curry advised that once reactivated, the subcommittees would become standing committees subject to the Brown Act.

Ms. Huston noted that there were competing funds for programs with a reduction of realignment dollars for mental health services.

Director of Health and Human Services Gerald Huber provided information on the Health and Social Services and Family Justice subcommittee, noting that there was time capacity concerns and that there were 8-10 advisory committees already functioning in the department that involved significant staffing. He suggested that all of the committees feed into a Health and Services committee and then to the Board. He requested that meetings be held on an as-needed basis.

Supervisor Vasquez noted that the subcommittee would act like an advisory to the Board.

Mr. Huber requested a system of accountability for the different advisory committees.

Supervisor Vasquez commented that he would be supportive of a quarterly meeting schedule.

Ms. Huston suggested waiting to reactive the subcommittee until the annual January Board appointment process to better establish the framework for the subcommittee.

Supervisor Brown asked that Mr. Huber forward her some information on what he had requested of the committee.

On motion of Supervisor Vasquez, Seconded by Chairwoman Hannigan, the Board approved the reactivation of the Board subcommittee for Law and Justice, appointing Supervisor Vasquez and Chairwoman Hannigan to the committee. So ordered by 5-0 vote.

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS

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

A. Supervisor Brown requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of John Kalamaras, an active member of the Vallejo community.

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

C. Supervisor Brown requested that the meeting also be adjourned in memory of those that had lost their lives due to COVID-19.

CLOSED SESSION

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

18

[20-684](#)Public Employee Performance Evaluation: County Counsel**ADJOURN:**

This meeting of the Solano County Board of Supervisors adjourned at 1:04 P.M. in memory of John Kalamaras and Velma Rockwell. Next meeting of the Solano County Board of Supervisors will be October 6, 2020 at 8:30 A.M., Board Chambers, 675 Texas Street, Fairfield, California.

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By _____
Alicia Draves, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	4	Status:	Consent Calendar
Type:	Resolution	Department:	Human Resources
File #:	20-704	Contact:	Kimberly Williams, 784-2552
Agenda date:	10/06/2020	Final Action:	
Title:	Adopt a resolution approving an amendment to the Alphabetical Listing of Classes and Salaries to add one new classification with a monthly salary range as follows: Clinic Operations Officer - \$13,002.81 - \$15,805.00; and Adopt a resolution approving an amendment to the Position Allocation List to delete 1.0 FTE Health Services Administrator and add 1.0 FTE Clinic Operations Officer		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution - List of Numbers/Classifications, B - Resolution - Alpha		

Date:	Ver.	Action By:	Action:	Result:
-------	------	------------	---------	---------

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

The Department of Human Resources recommends that the Board of Supervisors adopt a resolution approving an amendment to the Alphabetical Listing of Classes and Salaries to add one new classification with a monthly salary range as follows: Clinic Operations Officer - \$13,002.81 - \$15,805.00; and adopt a resolution approving an amendment to the Position Allocation List to delete 1.0 FTE Health Services Administrator and add 1.0 FTE Clinic Operations Officer.

SUMMARY/DISCUSSION:

The Department of Health and Social Services received Board approval on June 4, 2019 of its proposed reorganization to create a more effective organizational structure and strengthen leadership to support client/population-centric service delivery, and associated position allocation changes. The Department of Health and Social Services requested that the Department of Human Resources develop the classifications for the leadership positions needed to strengthen cross-functional leadership capacity. The new classification of Clinic Operations Officer was developed as part of the first-year actions to implement the proposed reorganization.

FINANCIAL IMPACT:

The anticipated net financial impact for this classification is approximately \$15,251 - \$68,541 annually in base wages, as well as any additional costs associated with taxes, benefits and negotiated cost-of-living adjustments. The cost will be funded with a combination of Federally Qualified Health Center (FQHC) revenues and 1991 Realignment. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2020/21 Adopted Budget.

ALTERNATIVES:

The Board of Supervisors could elect to not amend the Alphabetical Listing of Classes and Salaries to add the classification at the recommended salary range; however, this is not recommended as the Department of Human Resources met its obligation under Government Code section 3500 et. Al. with Professional and Technical Engineers Local 21.

The Board of Supervisors could elect to not amend the Position Allocation List; however, this is not recommended as Health and Social Services Department has received prior direction from the Board to implement the approved reorganization to support client/population-centric service delivery.

OTHER AGENCY INVOLVEMENT:

Staff from the Department of Human Resources worked with staff from the Department of Health and Social Services in creating the new classification specification of Clinic Operations Officer.

On June 29, 2020, staff from the Department of Human Resources notified all County bargaining units that the Director intended to assign the classification of Clinic Operations Officer to bargaining Unit 19 - Executive and Senior Management.

On June 30, 2020, staff from the Department of Human Resources notified Professional and Technical Engineers Local 21, the exclusive representative of bargaining Unit 19, of the proposed classification and wages. Local 21 and the County met and conferred on July 9, July 17 and July 24, 2020 regarding the proposed classification specification and wages. The parties concluded the meet and confer process on September 10, 2020.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
AMENDING THE LIST OF NUMBERS AND CLASSIFICATIONS OF POSITIONS
WITHIN SOLANO COUNTY**

Further resolved, that the Solano County Board of Supervisors does hereby amend, modify and/or alter its Allocation List of Positions of Solano County as set forth below:

Department	Budget Unit	Class No.	Position Control No.	Class Title	Effective Date	Departmental Total Positions			
						Allocated	Filled	Proposed	Change
H&SS – FHS-FHS-Admin	7595	137160	16543	Health Services Administrator	10/18/20	4.00	3.00	3.00	(1.00)
H&SS – FHS-FHS-Admin	7595	137260	NEW	Clinic Operations Officer	10/18/20	0.00	0.00	1.00	1.00

Date _____

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

By: Alicia Draves, Chief Deputy Clerk

RESOLUTION NO. 2020 - _____

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

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

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

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

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

OT	Class#	Class Title	EER	Grade	Monthly Salary Range
05	137260	Clinic Operations Officer	19E	014	\$13,002.81 - \$15,805.00



Director of Human Resources

7-24-20

Date

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on October 6, 2020 by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

ATTEST:

BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By: _____
Alicia Draves, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	5	Status:	Consent Calendar
Type:	Resolution	Department:	Probation
File #:	20-697	Contact:	Donna Robinson, 784-7614
Agenda date:	10/06/2020	Final Action:	
Title:	Adopt a resolution amending the Alphabetical Listing of Classes and Salaries to retitle the classifications Group Counselor (Entry), Group Counselor, and Group Counselor (Senior) to Juvenile Correctional Counselor (Entry), Juvenile Correctional Counselor, and Juvenile Correctional Counselor (Senior)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

Date:	Ver.	Action By:	Action:	Result:
-------	------	------------	---------	---------

Published Notice Required? Yes ☐ No ☒

Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

The Department of Human Resources recommends that the Board of Supervisors adopt a resolution to amend the Alphabetical Listing of Classes and Salaries to retitle the classifications Group Counselor (Entry), Group Counselor, and Group Counselor (Senior) to Juvenile Correctional Counselor (Entry), Juvenile Correctional Counselor, and Juvenile Correctional Counselor (Senior).

SUMMARY:

The proposed amendment to the Alphabetical Listing of Classes and Salaries to amend the titles of the Group Counselor (Entry), Group Counselor, and Group Counselor (Senior) classification specifications is to provide a more accurate reflection of what the incumbents are responsible for and to help provide clarity for recruitment purposes. On September 9, 2020, the Civil Service Commission amended the classification descriptions. The final step is to amend the titles within the salary schedule.

FINANCIAL IMPACT:

There is no financial impact in adopting the resolution as the recommended action does not change the salary ranges for the classifications. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2020/21 Adopted Budget.

DISCUSSION:

The proposed amendment to the Alphabetical Listing of Classes and Salaries to amend the titles of the Group Counselor (Entry), Group Counselor, and Group Counselor (Senior) classification specifications will align with the titles of comparable classification specifications in surrounding agencies. The amendments will also more accurately reflect the duties of incumbents who have responsibilities to supervise and counsel justice-involved

youth detained in, or committed to, the juvenile detention facility. In addition, the previous title caused confusion for many applicants during the recruitment process as it was misleading and did not clearly represent that the position was a correctional position.

There is no change to the existing salary provided to any of the classifications.

On September 9, 2020, the Civil Service Commission amended the classification descriptions, including renaming the classifications to Juvenile Correctional Counselor (Entry), Juvenile Correctional Counselor, and Juvenile Correctional Counselor (Senior). The proposed action before the Board of Supervisors is to amend the titles within the salary schedule to align with the classification titles adopted by the Civil Service Commission.

ALTERNATIVES:

The Board of Supervisors could elect not to amend the Alphabetical Listing of Classes and Salaries to retitle the Group Counselor (Entry), Group Counselor, and Group Counselor (Senior). However, this is not recommended as the Civil Service Commission adopted the new classification titles.

OTHER AGENCY INVOLVEMENT:

Human Resources worked with staff from the Probation Department in retitling the class specifications. On May 29, 2020, the County notified the Solano Probation Peace Officer Association (SPPOA) of the intent to retitle and modify the existing classification specifications. On June 24, 2020, the County met and conferred with SPPOA. The meet and confer process was closed out with SPPOA with agreement on the proposed title change and revisions to the classification specifications. The Civil Service Commission approved the revised classification specifications at the September 9, 2020 Commission meeting.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2020 - _____

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

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

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

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

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

OT	Class#	Class Title	EER	Grade	Salary Range
09	512010	Juvenile Correctional Counselor (Entry) (title change only from Group Counselor (Entry))	12	P07	\$4,275.15 - \$5,196.47
09	513040	Juvenile Correctional Counselor (title change only from Group Counselor)	12	003	\$4,935.81 - \$5,999.50
09	514010	Juvenile Correctional Counselor (Senior) (title change only from Group Counselor (Senior))	12	006	\$5,702.06 - \$6,930.89



Director of Human Resources

9-24-20

Date

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on _____ by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

ATTEST:

BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By: _____
Alicia Draves, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	6	Status:	Consent Calendar
Type:	Resolution	Department:	Treasurer-Tax Collector-County Clerk
File #:	20-669	Contact:	Charles Lomeli, 784-3419
Agenda date:	10/06/2020	Final Action:	
Title:	Adopt a resolution authorizing school districts and community college districts over which the Solano County Office of Education has jurisdiction to issue and sell school bonds directly pursuant to state law		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

Date:	Ver.	Action By:	Action:	Result:
-------	------	------------	---------	---------

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

In consultation with the County Superintendent of Schools, the Treasurer-Tax Collector-County Clerk recommends that the Board of Supervisors adopt a resolution authorizing the school districts over which the Solano County Office of Education (SCOE) has jurisdiction to issue and sell school bonds directly pursuant to state law.

SUMMARY/DISCUSSION:

The Solano County Office of Education (SCOE) currently has jurisdiction over six K-12 school districts and two Community College districts. Benicia Unified School District, Dixon Unified School District, Fairfield-Suisun Unified School District, Travis Unified School District, Vacaville Unified School District, Vallejo City Unified School District, and two community college districts, Solano Community College District, and California Online Community College District (collectively "the districts").

As part of the current process for a given district desiring to issue voter approved bonds, said district must make an individual direct request of this board for issuance permission to issue any debt, including refunding's. Compliance with this requirement necessitates the preparation and submission of an agenda submittal to the county board before the district can proceed with each specific issuance which can create delays in the overall bond issuance process that provide limited, if any, beneficial purpose.

In accordance with Section 15140(b) of the California Education Code, the Board can elect to allow any qualifying district, under the jurisdiction of the SCOE to issue and sell school bonds directly. By making a blanket election, the Board will streamline the issuance process and thereby eliminate a potential source of delay in the issuance process.

As De Facto Treasurer for the districts, the County Treasurer provides banking and pooled investment

services, as well as bond issuance and other financial advisory services on an as needed basis. Approval of this resolution is not intended or anticipated to alter or impact the ongoing fiduciary relationship between the County Treasurer and the districts.

FINANCIAL IMPACT:

There is no cost associated with the adoption of this resolution. Going forward the county and school districts may see nominal cost savings from the reduction of paperwork associated with individual bond issuances.

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

ALTERNATIVES:

The Board of Supervisors could elect not to adopt a blanket issuance approval. This is not recommended as the issuances have voter approval and fall under the jurisdiction of the SCOE, and the adoption will allow for improved efficiencies in the issuance of school debt.

OTHER AGENCY INVOLVEMENT:

The Auditor-Controller, County Counsel, County Administrator, Solano County Office of Education, and the respective requesting districts have been directly involved in this request.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS AUTHORIZING SCHOOL DISTRICTS AND COMMUNITY COLLEGE DISTRICTS UNDER JURISDICTION OF THE SUPERINTENDENT OF SCHOOLS OF THE COUNTY TO ISSUE AND SELL SCHOOL BONDS DIRECTLY PURSUANT TO STATE LAW

Whereas, the Solano County Superintendent of Schools has jurisdiction over the following school districts and community college districts, located in full or in part within Solano County:

Benicia Unified School District
Dixon Unified School District
Fairfield – Suisun Unified School District
Travis Unified School District
Vacaville Unified School District
Vallejo City Unified School District
Solano Community College
California Online Community College

Whereas, Section 15140, subdivision (b), of the California Education Code authorizes a county board of supervisors to allow school districts and community college districts over which the county superintendent of schools has jurisdiction to issue and sell school bonds directly without further action by the board of supervisors or officers of the county; and

Whereas, this Board of Supervisors of the County of Solano (the “County”) desires to make such procedures available to the school districts and community college districts of the County over which the Superintendent of Schools of the County has jurisdiction in accordance with the provisions contained in said law.

Resolved, by the Solano County Board of Supervisors as follows:

Section 1. Application of Education Code Section 15140, subdivision (b).

This Board of Supervisors hereby declares, pursuant to Education Code Section 15140, subdivision (b), that any school district or community college district under the jurisdiction of the Superintendent of Schools of the County may issue and sell bonds on its own behalf pursuant to Chapter 1 of Part 10 of Division 1 of Title 1 of the Education Code without further action by this Board of Supervisors or officers of the County, subject to the following provisions:

(a) No school district that has received, at the time of the sale or issuance of the bonds, a qualified or negative certification in its most recent interim report (as defined in Article 3 of Chapter 6 of Part 24 of Division 3 of Title 2 of the Education Code, or any successor law) shall be entitled to issue its bonds pursuant to the authority granted by this Resolution.

(b) Whenever the governing board of a school district or a community college district issues bonds or refunding bonds payable from *ad valorem* taxes, including specifically pursuant to the authority granted by this Resolution and by Education Code Section 15140, subdivision (b), of the Education Code, or Government Code Sections 53506 and following, Sections 53550 and following, or Sections 53580 and following, the governing board of that district shall be required to transmit a copy of:

- (i) its resolution authorizing the issuance and sale of the bonds;
- (ii) the final debt service schedule for the bonds reflecting the principal amounts and interest rates of the bonds as determined in the sale of the bonds; and
- (iii) where applicable, the debt service schedule for any bonds to be refunded; to the County Auditor-Controller and the County Treasurer-Tax Collector, as soon as practicable after the bonds are delivered, in order to permit the County to establish tax rates and necessary funds or accounts for the bonds.

Section 2. County Responsibilities.

(a) The County, including the officers thereof and this Board of Supervisors, takes no responsibility for the proceedings for sale and issuance of the bonds of any school district or community college district authorized to issue its own bonds pursuant to Section 1 of this Resolution.

(b) The County shall levy and collect taxes, pay bonds, and hold bond proceeds and tax funds for school bonds duly issued and sold by a school district or community college district pursuant to the authority granted by this Resolution, as otherwise required by law.

(c) The County, including the officers thereof and this Board of Supervisors, takes no responsibility for establishing a tax rate for any new issue of school bonds, or reducing a tax rate for any outstanding issue of school bonds that may have been refunded, in any year in which the information required by Section 1(b) hereof to be delivered to the County officers is delivered later than the deadline established by such officers in order to permit compliance with Government Code Section 29100 and following.

Section 3. Delivery of Resolution. The Clerk of this Board of Supervisors is hereby directed to deliver a copy of this resolution to the Superintendent of Schools of the County, who is hereby requested to communicate the adoption hereof to all interested school districts and community college districts in the County.

Section 4. Effective Date. This resolution shall take effect from and after its adoption.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on October 6, 2020 by the following vote:

AYES:	SUPERVISORS	_____
NOES:	SUPERVISORS	_____
EXCUSED:	SUPERVISORS	_____

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Alicia Draves, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	7	Status:	Consent Calendar
Type:	Miscellaneous	Department:	Treasurer-Tax Collector-County Clerk
File #:	20-685	Contact:	Charles Lomeli, 784-3419
Agenda date:	10/06/2020	Final Action:	
Title:	Accept the Treasurer-Tax Collector-County Clerk's selection of Wanda Wheeler for the "Employee of Month" parking program for October 2020		
Governing body:	Board of Supervisors		
District:	All		
Attachments:			

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 accept the Treasurer-Tax Collector-County Clerk's selection of Wanda Wheeler as the October 2020 "Employee of the Month" making her eligible to use the parking space designated for this program.

SUMMARY

On September 13, 2005, the Board of Supervisors established the County Government Center "Employee of the Month" parking program for County employees. Each month a department is designated to select one of its employees as "Employee of the Month". The Treasurer-Tax Collector-County Clerk department has been designated to select an employee for October 2020.

FINANCIAL IMPACT:

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

DISCUSSION:

In consultation with the management staff of the department, the Treasurer-Tax Collector-County Clerk has selected Wanda Wheeler as the October "Employee of the Month". Wanda is an Accounting Technician assigned to the Treasury department. She was hired in August of 1999 as an Account Clerk in the Tax Division and was subsequently promoted to an Accounting Technician for her work in Treasury.

As the Treasury Accounting Technician, Wanda has overseen the growth of the Treasury from \$300 million to \$1.6 billion in invested assets. Along with the growth, Wanda has overseen the migration of accounting systems, the addition of substantial internal control tools, and the steady shift from paper check payments to

electronic payments. Through all of this, Wanda has been consistently praised both internally and externally for the impeccable level of support she provides to departments and agencies utilizing Treasury services.

ALTERNATIVES:

The Board could elect to name someone else as the Employee of the Month or dissolve the award program; however, these alternatives are not consistent with the Board's "Employee of the Month Parking" program.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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

Agenda Submittal

Agenda #:	8	Status:	Consent Calendar
Type:	Contract	Department:	General Services
File #:	20-693	Contact:	Dustin Leno, 469-4600
Agenda date:	10/06/2020	Final Action:	
Title:	Approve a Fuel Supply Agreement with Epic Aviation, LLC for aviation fuel for the Nut Tree Airport through FY2025/26; and Authorize the County Administrator or designee to execute the Fuel Supply Agreement with Epic Aviation and any future amendments within approved budget		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Contract		

Date:	Ver.	Action By:	Action:	Result:
-------	------	------------	---------	---------

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

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

1. Approve a Fuel Supply Agreement (FSA) with Epic Aviation, LLC ("Epic Aviation") for aviation fuel for the Nut Tree Airport through FY2025/26; and
2. Authorize the County Administrator or designee to execute the FSA with Epic Aviation and any future amendments within approved budget.

SUMMARY:

The County began operating fuel services at the Nut Tree Airport (Airport) in September 2012 generating fuel sales revenue for the Airport Operating Budget. The previous agreement and amendments with World Fuel Services recently expired. Staff is recommending that the Board approve the FSA for a 5-year period in order to continue fuel service operations.

FINANCIAL IMPACT:

Funding for the recommended FSA will be from the Airport Enterprise Fund and offset by the sale of fuel to aircraft owners and operators. During FY2019/20 the Airport purchased 122,557 gallons of fuel in the amount of \$426,106, and generated fuel sales in the amount of \$573,812. The approved Airport Budget (BU 9002) for the current FY 2020/21 includes \$586,145 for fuel purchases. Total fuel sales are projected to be \$712,779. If the recommended agreement is approved by the Board, fuel will be purchased for the remainder of FY2020/21 within approved appropriations. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2020/21 Adopted Budget.

DISCUSSION:

An FSA is necessary for the County to assure the supply of fuel for its customers and the flying public. Prior to September 2012 fuel services were provided at the Airport by a private fixed-base operator under contract with the County. Subsequently, the County began operating the fuel services and entered into an agreement with World Fuel Services, owned by Chevron Inc. That agreement and subsequent amendments expired in August 2020.

The County published an Invitation for Bid (IFB) for airport fuel providers June 29, 2020. A total of three bids were submitted July 28, 2020. A Notice of Intent to Award was issued July 31, 2020. Epic Aviation was determined to be the apparent best-evaluated bidder.

In addition, Epic Aviation has agreed to lease the County two new fuel trucks to ensure quality control of their product. The lease is currently in negotiations. The new fuel trucks will be funded from the Airport Enterprise Fund and the existing leased fuel trucks from World Fuel Services will be returned.

It is recommended the FSA with Epic Aviation be approved by the Board for a 5-year period.

ALTERNATIVES:

The Board may choose not to approve the FSA with Epic Aviation as the fuel supplier. Staff does not recommend this alternative because it could restrict the Airports ability to provide fuel services and require other, potentially, more expensive alternatives.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has approved the Fuel Supply Agreement, as to form.

Assistance during the transition of fuel operations will be provided by the Department of Resource Management / Environmental Health, Yolo-Solano Air Quality Management District, State Board of Equalization, and the Regional Water Quality Control Board.

The Airport Advisory Committee has been briefed on the FSA and recommends approval.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

FUEL SUPPLY AGREEMENT

THIS AGREEMENT is made this 1st day of September, 2020 between **Solano County, Nut Tree Airport** (“**Customer**”), a California municipality, and **EPIC Aviation, LLC** (“**Epic Aviation**” or “**Seller**”), a Texas corporation.

WITNESSETH:

WHEREAS, Seller markets and distributes aviation fuels, and Customer is in the business of operating an aviation facility which uses aviation fuels; and

WHEREAS, the parties have agreed that Seller will sell aviation fuels to Customer and Customer will purchase aviation fuels from Seller for Five (5) years in accordance with the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual covenants and undertakings set forth herein, Customer and Seller hereby agree:

1. Pricing. The prices which Customer shall pay Seller for Jet A Turbine Fuel (“Jet A”) and 100 LL Aviation Gasoline (“Avgas”) petroleum products purchased hereunder shall be governed by Seller’s posted dealer tank wagon price on the date of lifting plus applicable federal, state, and local taxes, additives, all freight charges, and fees. Any requested increases shall be limited to direct costs increases to Seller. Notice with full documentation of such increases shall be provided to Customer with any request for increase in price, allowing Customer an opportunity to review the request. Pricing changes due to an increase in cost caused by official government action, including, without limitation, the action of any governmental authority, regulatory body, governmental agency or the like, whether domestic or foreign, shall be effective from the date of the increase in cost provided twenty-four (24) hours’ notice is provided to Customer.
2. Duration and Renewal. Subject to early termination as provided herein, this Agreement shall be for a term commencing on September 1, 2020 (“Commencement Date”) and continuing for a period of Five (5) consecutive years ending on August 31, 2025 (“Expiration Date”). If at the end of the initial Five (5) year term (“Term”), Customer seeks to extend the Agreement, Customer shall provide at least ninety (90) days’ written notice prior to the end of the initial term to Seller.
3. Quantity. During the Term of this Agreement, Customer does not guarantee a minimum or maximum quantity of any product to be purchased. Customer reserves the right to increase or decrease requested quantities to meet the needs of Customer during the Term of this Agreement. Seller agrees to furnish fuel on a quantity basis as required and as requested by Customer. Seller agrees to maintain an adequate stock. In the event Seller’s supply of fuel is reduced for reasons beyond the Seller’s control to a level which prevents supply of Customer’s requirements in full, Seller agrees to supply Customer no less than a proportionate share delivered to similar accounts, unless Federal regulations require otherwise.

4. Product and Product Standard. The products to be sold hereunder are Jet A Turbine Fuel (Jet A) and 100LL Aviation Gasoline (Avgas). Jet A Turbine Fuel produced by a refinery in the United States shall meet ASTM D 1655 latest revision and Jet A Turbine Fuel produced by a refinery in Canada shall meet the requirements of CAN/CGSB-3.23-97. The 100LL aviation gasoline produced by a refinery in the United States shall meet ASTM D 910, and 100LL aviation gasoline produced by a refinery in Canada shall meet CAN/CGSB-3.25-94. Seller warrants title to the products delivered hereunder and warrants that it has the right to sell such products and that they are free from liens and adverse claims of every kind. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTIES OF ANY KIND TO CUSTOMER REGARDING THE PRODUCT SOLD HEREUNDER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
5. Payment Terms. Payment by Customer shall be made by means of check or electronic funds transfer, and the terms shall be net thirty (30) days from the date of lifting, subject to credit approval by Seller. Customer shall provide such information and shall execute such authorizations as Seller may from time to time request to allow Seller to withdraw payments due hereunder directly from Customer's designated bank account.

Seller must accept credit cards via the onsite card-reader system, including, but not limited to: AMERICAN EXPRESS; VISA; MASTERCARD; DISCOVER; Seller's Air Card, etc.

6. Marketing Funds. Following Customer's execution and delivery of this Agreement and any other Agreements referred to in subsection 19(b), Seller agrees to pay eight hundred and fifty dollars (\$850) annually to Customer in marketing funds ("Marketing Funds") to be applied by Customer toward print advertisements, collateral materials, web advertisements (not website development), premium items (T-shirts, portfolios, coffee mugs), or branded uniforms that include both Customer's logo as well as the EPIC Fuels or EPIC FBO Network logo. Other co-branded items or events may be approved on an individual basis by Seller's Regional Sales Manager. Seller shall supply and maintain at its own expense, all other marketing, such as brand name and product signs, decals, windsocks, and other marketing items at no cost to Customer.

Additionally, Seller shall replace at its own expense, two (2) lighted sign panels that include both Customer's logo as well as the EPIC Fuels or EPIC FBO Network logo.

7. Credits. Seller agrees to pay twelve thousand three hundred dollars (\$12,300) in a lease subsidy towards a new 100LL Aviation Gasoline (Avgas) truck and pay one thousand dollars (\$1,000) annually towards M4000 maintenance support. Customer agrees that credits will not count as offsets or deductions from other amounts owed to Seller.
8. Force Majeure. Whenever a period of time is prescribed for the taking of any action by either party, that party shall not be deemed in breach of this Agreement if the same shall arise because of any cause beyond the control of Seller or Customer, as the case may be,

including acts of God, acts of federal, state or local government, compliance with requests, regulations or orders of any governmental authority, fire, storm, flood, earthquake, explosion, accidents, acts of the public enemy, terrorism, war, riot, strike, lockout, or unavailability of or delays in delivery of any product which is the subject of this Agreement. If any such force majeure interruption occurs with respect to Seller's supply, Seller may substitute another fuel of the same brand, a different brand, or no brand so long as such aviation fuel meets the standards set forth in Section 4 above, and/or the quantities of aviation fuel required to be supplied under this Agreement shall be ratably reduced for the period during which such force majeure interruption may exist.

9. Title and Risk of Loss. Liability of Seller relating to the aviation fuel sold hereunder shall cease and title and risk of loss shall pass to Customer when said product passes the flange between Seller's delivery line and Customer's connection or vehicle. Notwithstanding the foregoing, nothing contained herein shall impair the parties' coverage under any applicable policy of insurance.
10. Inspection and Measurement. Customer's inspection and measurement shall be based on meters or on certified tank truck capacities according to terminal practice. All quantities shall be adjusted to 60 degrees Fahrenheit (unless otherwise specified by State Regulations) in accordance with latest revised applicable parts of ASTM Designation D: 1250, IP Designation: 200 Petroleum Tables. The term "barrel" shall mean 42 U.S. gallons. The term "gallon" shall mean a U.S. gallon of 231 cubic inches. The term "tank truck" shall mean a transport truck with a tank storage capacity of not less than 3,000 gallons.
11. Deliveries. All deliveries to Customer will be made within two (2) calendar days following a verbal or written request from Customer. Seller shall prepare and furnish the receiving party with copies of bills of lading and packing slips at the time of delivery with a signature from Seller employee and/or agent to ensure fuel quantity and specifications have been met. The packing slip shall reflect the date, time, and temperature adjustments made to the quantity of fuel being delivered. Deliveries shall be temperature corrected as applicable. Deliveries shall be made at such times within the usual business hours of Seller, as may be required by Customer. Seller shall not be required to make deliveries into vehicles supplied by Customer unless the vehicles are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Seller from time to time. If deliveries are to be made into Customer's storage facilities, Customer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded and adequate ingress and egress Monday through Friday during airport business hours excluding County observed holidays or with prior agreement. Customer shall reimburse Seller, on demand, for any demurrage or other charges incurred by Seller by reason of Customer's failure to unload any delivery vehicle or release the same within the time allowed therefor without demurrage or other charge even though such failure may have arisen from causes beyond the control of Customer, except in the case of a rejected fuel delivery due to fuel quality control standards. All deliveries of aviation fuels shall be in

full bulk transport quantities. To be valid, any claim by Seller concerning the quantity of fuel delivered must be made within twenty-four (24) hours of delivery.

Delivery of fuel shall be in one (1) Jet A truck, 3,000-gallon capacity (minimum) and one (1) Avgas truck, 1,000-gallon capacity (minimum) either new or late models, no less than seven (7) years old. All refueler vehicles, leased by Customer, will meet state, federal, and local regulatory requirements, including, but not limited to California Air Resources Board (CARB) compliant, the Air Transportation Association (ATA) Specification 103 regulations, and the National Fire Prevention Association (NFPA) 407 regulations.

Seller shall perform all deliveries to Customer in a safe and professional manner. Seller's equipment shall be in good and safe working order. Seller shall have adequate and appropriate equipment for this Agreement. Seller shall comply with all state and federal laws to ensure the safety of all deliveries under this Agreement.

12. Invoices. Seller shall supply an original hard copy invoice to Customer. If online access to invoice documentation is available, Seller will extend said service to Customer. Additionally, Seller to supply same invoice in electronic format as soon as it is available. Said invoice shall reflect the following details:

- a. Sales by credit card type, as summarized by transaction date;
- b. Sales by delivery batch;
- c. Summarization of fees by category (i.e. qualified, partially qualified, non-qualified, commercial non-qualified, and per transaction fees);
- d. All other applicable charges.

Customer shall give Seller written notice via United States Mail or email of any error or discrepancy appearing on any invoice before payment is due to Seller. Any disputes will be resolved within a reasonable timeframe. Offsets or adjustments against payments already made may be applied to future payments.

13. Taxes. It is agreed that when permitted Customer shall assume and be responsible to the proper governmental units for any and all federal, state and municipal taxes, excises, charges and fees now or hereafter imposed by any governmental agency or authority that may be applicable to the products purchased by Customer. In those cases in which the laws, regulations or ordinances impose upon Seller the obligation to collect or pay such amounts, Customer shall pay to Seller amounts equal to such governmental exactions for which Seller may be liable. If Customer is entitled to purchase products free of any tax, fee, or charge, Customer shall furnish Seller proper exemption certificates.
14. Conduct of Customer's Business. In the performance of this Agreement, Customer is engaged as an independent contractor. Customer shall conduct all operations hereunder in strict compliance with all applicable laws, ordinances, and regulations of all governmental authorities, including but not limited to all rules and regulations of the Department of Transportation and all applicable laws and regulations. Customer shall conduct the

operation of Customer's business in such a manner as to promote goodwill toward Seller and its products.

15. Oil Spills. If a petroleum product spill occurs anywhere in connection with Customer's performance of this Agreement, Customer shall promptly notify Seller and the appropriate governmental authorities and shall take immediate action to clean up the spill and prevent further damage. Upon receipt of such notification, Seller shall have the right to provide to Customer such additional manpower, equipment, and material as in Seller's reasonable discretion are deemed reasonable to complete the clean-up in a satisfactory manner. Customer shall pay and be responsible for all costs, expenses, charges and judgments incurred or imposed in connection with the clean-up operations, including reimbursement to Seller for all of its costs, expenses, fines and judgments.

16. Insurance.

- (a) Customer shall maintain at Customer's own expense during the term of this Agreement: (i) Workers' Compensation and Employment Liability Insurance as prescribed by applicable law; (ii) Aviation General Liability (bodily injury and property damage) Insurance of not less than \$1,000,000 combined single limit per occurrence, but in the aggregate with respect to Products and Completed Operations Liability and any one offense/aggregate with respect to Personal Injury, and including but not limited to, personal injury, premises-operations, products and completed operations, and contractual Liability; (iii) Business Automobile Liability (bodily injury and property damage) Insurance of not less than \$1,000,000.00 combined single limit per occurrence, on all owned, non-owned and hired vehicles which are used by Customer; and (iv) any other insurance or surety bonding that may be required under the laws, ordinances and regulations of any governmental authority.
- (b) The insurance specified in subsection (a) of this section shall require the insurer to provide Seller with thirty (30) days' prior, written notice of any cancellation or material change in the insurance and shall name Seller as additional insured. The insurance required under subsection (a) above shall contain a waiver of subrogation against Seller and an assignment of statutory lien, if applicable.
- (c) The insurance required under subsection (a) above shall provide that it is primary coverage to insurance carried by Seller. The insurance required above shall be issued by insurance companies which are reasonably acceptable to Seller. The insurance companies shall have no recourse against Seller, or any other additional insured, for payment of any premiums or assessments under any policy issued by a mutual insurance

company. Customer shall be responsible for all deductibles in all of Customer's insurance policies. Customer shall furnish Seller with certificates for all insurance coverage upon signing of this Agreement, and any renewals, thereafter. These certificates shall be sent to Seller's address, noted in section 20 below, with Attn: Insurance Coordinator.

17. Quality Control. Customer shall maintain the quality of Seller's aviation products and shall comply with any quality control procedures prescribed by Seller and its supplier from time to time. In no event shall Customer permit automotive engine fuels or kerosene to be sold as Seller aviation fuels or dispensed through equipment bearing Seller's or its suppliers' insignia. Customer shall immediately report to Seller any accident or incident involving a fueled aircraft.
18. Confidential Information. Customer shall hold in confidence all manuals, guides, forms, instructions, software programs and other proprietary materials provided by Seller for Customer's use in promoting and selling Seller products, and all technical information, trade secrets and other confidential business information that is disclosed to Customer by Seller (collectively "Confidential Information"). Customer shall not use Confidential Information for any purpose other than developing business for Seller's products and services, and shall not disclose Confidential Information to anyone other than Customer's employees or agents who have a need to know Confidential Information. Customer's obligations under this section 17 shall survive termination of this Agreement.
19. Default.
 - (a) In the event of a default hereunder by a party, the other party shall have all rights and remedies provided at law or in equity. No termination of this Agreement, even if on account of Seller's default, shall excuse Customer from paying any unpaid amounts owing for aviation fuel previously delivered hereunder or from paying other outstanding amounts due Seller under this Agreement. The remedies provided in this Agreement are cumulative and not exclusive of any other remedies provided by law. However, in no event shall either party be liable to the other party for special, incidental, consequential, punitive, or exemplary damages.
 - (b) Each party acknowledges and agrees that the other party would be irreparably damaged in the event that any of the provisions of this Agreement are not performed by the other party in accordance with their specific terms. Accordingly, it is agreed that each party shall be entitled to an injunction or any other equitable remedy to prevent or terminate breaches of this Agreement by the other party and shall have the right to specifically enforce this Agreement and the terms and provisions hereof against the breaching party in addition to any other remedy to which the non-breaching party may be entitled at law or equity.

///

///

20. Termination.

- (a) Seller may, in addition to its other remedies, terminate this Agreement upon giving Customer thirty (30) days' prior, written notice (or such lesser period as is reasonable in the circumstances) if any one or more of the following occurs:
 - (i) Customer breaches or defaults on any covenant, condition or other provision of this Agreement or fails to pay to Seller in a timely manner when due all sums to which Seller is legally entitled; or
 - (ii) Customer knowingly fails to comply with federal, state, or local laws and regulations (including regulations of applicable airport authorities) relevant to Customer's performance of this Agreement; or
 - (iii) Willful adulteration, commingling, mislabeling or misbranding of aviation fuels or other violations by Customer of trademarks utilized by Seller occur or unlawful, fraudulent or deceptive acts or practices or criminal misconduct by Customer relevant to Customer's performance of this Agreement occur; or
 - (iv) Customer knowingly induces the breach by a third party of a contract between Seller and the third party; or
 - (v) Customer's insolvency or bankruptcy occurs.
- (b) If Seller continues to accept orders from Customer following the expiration of the term of this Agreement, such sales shall be upon all of the terms and conditions hereof except that the relationship of the parties may be terminated at will.
- (c) In the event this Agreement is terminated, all other Agreements and instruments between the parties shall also terminate, and all amounts owing under any note or other document shall become due and payable. In addition, upon termination of this Agreement indemnity obligations, parties' rights upon breach, all collateral and security interests in favor of Seller, obligations arising upon termination (such as discontinuing the use of the trademarks and tradenames of Seller's supplier), confidentiality provisions, and any other terms of this Agreement which by their nature should survive termination shall all survive.

21. Miscellaneous.

- (a) Notices. All notices to be given hereunder by either party shall be in writing and sent by first class United States mail and email to the other, delivered and addressed to the parties as follows:

- (i) In the case of Customer to: Attn: Airport Manager
Solano County, Nut Tree Airport
301 County Airport Road, Suite 205
Vacaville, CA 95688
Phone: (707) 469-4600
Email: airport@solanocounty.com
- (ii) In the case of Seller to: Attn: Chief Financial Officer
EPIC Aviation, LLC
222 W. Colinas Blvd.
Irving, TX 75029
Phone: (866) 501-3742
Email: legal@epicfuels.com

or at such other address or facsimile number as either party may designate to the other by written notice in the manner provided above.

- (b) Entire Agreement. This Agreement embodies the entire agreement between Customer and Seller with relation to the contemplated transaction, and there have been and are no covenants, agreements, representations, warranties, or restrictions between Customer and Seller with regard to this Agreement other than those specifically set forth in this Agreement.
- (c) Assignment; Waiver. This Agreement may not be assigned by Customer, either voluntarily, involuntarily, or by operation of law, without the prior, written consent of Seller, which consent shall not be unreasonably withheld. Fuel and/or services may be provided by an Affiliate of EPIC Aviation, LLC. As used herein, an "Affiliate" of EPIC Aviation, LLC is any corporation, partnership, joint venture or other entity in which EPIC Aviation, LLC, a Texas corporation, owns, directly or indirectly, an equity interest of fifty percent (50%) or more. In any transaction hereunder, the Affiliate issuing the invoice to Customer shall be deemed the seller ("Seller") of the fuel and/or services. The waiver by either party of the breach of any provision hereof shall not constitute a waiver of any subsequent or continuing breach of such provision or provisions
- (d) Governing Law, Disputes.
 - (i) This agreement shall be construed in accordance with the laws of the State of California without regard to conflict of laws provisions.
 - (ii) In the event of any lawsuit between Seller and Customer arising out of or relating to the transactions or relationship contemplated by this agreement, the substantially prevailing party shall be entitled to recover its reasonable costs including its reasonable attorneys' fees.

- (iii) Seller hereby consents to the jurisdiction of any state or federal court situated in Solano County, California and waives any objections based on forum non conveniens with regard to any actions, claims, disputes or proceedings relating to this agreement, any related document, or any transactions arising therefrom, or enforcement and/or interpretation of any of the foregoing; provided, nothing herein shall affect a party's right to bring proceedings against the other party in the competent courts of any other jurisdiction or jurisdictions.
- (iv) Customer and Seller hereby jointly and severally waive any and all right to trial by jury in any action or proceeding relating to this Agreement and all documents relating to this Agreement, or any transaction arising herefrom or connected hereto. Customer and Seller each represents to the other that this waiver is knowingly, willingly, and voluntarily given.
22. Indemnification. Each party shall indemnify, defend and hold the other party and its directors, officers, employees and agents harmless from and against any and all expenses (including attorneys' fees) liabilities and claims of whatsoever kind and nature, including but not limited to those for damage to property (including property of the parties) or for injury to or death of any person (including a party), directly or indirectly arising or alleged to arise out of or in any way connected with the willful misconduct, negligence, violation of law, or breach of this Agreement by the indemnifying party. The foregoing indemnity shall not apply to the extent such expense, liability or claims result from the other party's negligence, gross negligence or willful misconduct.
23. No Partnership. Nothing in this Agreement shall be construed to create a partnership or joint venture between Customer and Seller and or any other relationship other than as Customer and Seller; nor shall either party act in any manner or indicate to any third party that it is acting as agent of either party.
24. Calendar Days. All time periods and days referred to in this Agreement shall mean calendar days and not business days, unless specifically written as business days.
25. Time of Performance. Except as expressly otherwise provided, with respect to all required acts of the parties, time is of the essence of this Agreement.
26. Recordation. Customer and Seller agree not to record this Agreement or any memorandum thereof, unless required by governmental action or franchise agreement.
27. Successors Applicable Law. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties. The laws of the State of California shall govern this Agreement.
28. Amendment. The terms of this Agreement may be amended only in a writing signed by Customer and Seller.

29. Severability/Waiver. If any provision of this Agreement shall be determined to be invalid by any court of competent jurisdiction, the remaining portions of this Agreement shall remain in full force and effect. Waiver by either party of any of its rights under this Agreement must be in writing and shall not constitute a waiver of any other rights such party may have.
30. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterparts taken together shall be deemed to constitute one and the same instrument. Electronic signatures or emailed versions of executed copies of this Agreement, whether in pdf format or otherwise, shall be fully binding and effective for all purposes and treated the same as original copies and signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement which is made effective as of the date first above written.

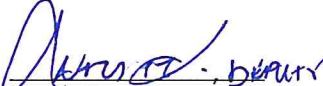
Seller:
EPIC Aviation, LLC

Purchaser:
Solano County, Nut Tree Airport
a municipality

By: 
Name: Marla Beckham
Title: Chief Financial Officer

By: _____
Name: Birgita E. Corsello
Title: County Administrator

APPROVED AS TO FORM:


County Counsel



Solano County

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

Agenda Submittal

Agenda #:	9	Status:	Consent Calendar
Type:	Contract	Department:	General Services
File #:	20-694	Contact:	Mark Hummel, 784-7908
Agenda date:	10/06/2020	Final Action:	
Title:	Approve an agreement for \$392,742 with Golden Bay Fence Plus Iron Works, Inc. for the Claybank Campus Perimeter Security Fence Replacement Project at 2500 Claybank Road in Fairfield; and Authorize the County Administrator or designee to execute the agreement and any amendments within the approved project budget		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Contract, B - Funding & Budget Summary, C - Bid Results		

Date:	Ver.	Action By:	Action:	Result:
-------	------	------------	---------	---------

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

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

1. Approve an agreement for \$392,742 with Golden Bay Fence Plus Iron Works, Inc. for the Claybank Campus Perimeter Security Fence Replacement Project at 2500 Claybank Road in Fairfield; and
2. Authorize the County Administrator or designee to execute the agreement and any amendments within the approved project budget.

SUMMARY:

The Department of General Services is recommending the Board of Supervisors approve an agreement (Attachment A) for a total of \$392,742 with Golden Bay Fence Plus Iron Works, Inc. of Stockton as the lowest responsible bidder based on lump sum base bid for the Claybank Campus Perimeter Security Fence Replacement Project at 2500 Claybank Road in Fairfield.

FINANCIAL IMPACT:

The total approved budget for the Claybank Campus Perimeter Security Fence Replacement (Project) is \$986,000 (Budget Unit 1740) funded from Capital Renewal Reserve of \$686,000; and Criminal Justice Temporary Construction Fund of \$300,000. The total project cost is estimated to be \$986,000 and includes the recommended construction contract for \$392,742, project management costs of \$80,000, engineering design and management fees of \$130,000, permits and inspections of \$12,000; miscellaneous expenses (Advertising, Prints, Mailing, etc.) of \$10,000; and project contingencies of \$361,258 (Attachment B). The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2020/21

Preliminary Budget.

DISCUSSION:

The Project consists of removal and replacement of existing chain link fence with new 10ft high chain link with razor wire and three strands of barbed wire above. New gates will be installed. Select trees will be removed and trimmed.

The Project was advertised as required by Public Contract Code, with instructions to the bidders stipulating that identification of the lowest bid would be on the basis of lowest base bid, exclusive of Additive Alternate # 1. A total of five bids were received (Attachment C) with Golden Bay Fence Plus Iron Works as the lowest responsible bidder. The Department of General Services is recommending the Board approve a contract for \$392,742 with Golden Bay Fence Plus Iron Works to construct the Project. It is noted that the bid result reflects a discrepancy between the Project Engineer's higher cost estimate and actual low bid. The resulting unanticipated construction contingency amount is therefore available to purchase additionally needed security fencing at competitively bid unit prices.

ALTERNATIVES:

The Board could reject, postpone, or direct staff to re-bid the project. These actions are not recommended because the work will address previously identified security concerns and bring systems into compliance with the State's video storage requirements. Delay of the work may result in cost increase due to escalation. In addition, the bid process was conducted in conformance with the Public Contract Code.

OTHER AGENCY INVOLVEMENT:

County Counsel reviewed and approved the contract as to form.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made as of the 6 day of October, 2020 between the COUNTY OF SOLANO, a political subdivision of the State of California, (referred to as 'Owner') and Status Electrical Corporation (referred to as the 'Contractor') for the following Project:

The Project: **CLAYBANK CAMPUS PERIMETER SECURITY FENCE REPLACEMENT PROJECT**

Architect: Dewberry Architects Inc.
1760 Creekside Oaks Drive, Suite 280
Sacramento, CA 95833

The Owner and the Contractor agree as set forth below.

ARTICLE 1 **THE CONTRACT DOCUMENTS**

The Contract documents consist of this Agreement, the General Conditions and those documents enumerated in Sub-paragraph 1.1.1 of the General Conditions, which documents are incorporated into and made a part of this Agreement

ARTICLE 2 **THE WORK**

The Contractor shall perform all the Work required by the Contract Documents for the **Claybank Campus Perimeter Security Fence Replacement Project in Fairfield, CA**, dated July 15, 2020; Addendum 1 dated August 4, 2020; Addendum 2 dated August 14, 2020; Addendum 3 dated August 18, 2020; Bid Alternate #1 and Unit Prices.

ARTICLE 3 **TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

The Work to be performed under this Contract shall commence no later than five (5) calendar days after the Notice to Proceed is issued to the Contractor, and shall be carried out and completed according to the schedule set forth in Document 00 73 00/ Supplementary Conditions, and Section 00 11 00/ Notice To Bidders.

The Contractor agrees that the Work will be substantially completed in **50** calendar days from the Notice to Proceed. The Contractor agrees that the County will suffer economic damages, which may be difficult to quantify, in the event that the Work is not completed within this time period and therefore, Contractor agrees to pay the County liquidated damages in the amount outlined in Document 00 73 00/ Supplementary Conditions, Article 1.4, Liquidated Damages for each and every calendar day of delay beyond the **80** calendar days Final Completion.

ARTICLE 4
CONTRACT SUM

The County shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order or as otherwise provided in the Contract Documents, a total Contract Sum of **\$392,742.**

ARTICLE 5
PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Project Manager by the Contractor and Project Certificates for Payment issued by the Project Manager, the County shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents as follows:

Progress Payments: The Contractor shall on or before the first day of each month, make an estimate of the work performed during the preceding month and submit same to the Project Manager for checking and approval. On or about the 20th day of the month following the month in which the work was performed, the County shall pay to the Contractor ninety five (95%) percent of the value of said work in place, as checked and approved by the Project Manager. The balance of five (5%) percent of the estimate shall be retained by the County until the time of final acceptance of said work.

The remaining retention would be held until 35 days after the Notice of Completion is filed with the Solano County Recorder's Office and completed according to Section 017700 Contract Closeout Procedures.

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed, the Contract fully performed, the Project Manager has issued a Project Certificate for Payment which approves the final payment due the Contractor, Board of Supervisors of Solano County has formally accepted the project as complete by Resolution and Notice of Completion filed by the County Recorder's Office.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement, which are defined in the Document 00 72 00 - General Conditions of the Contract for Construction, shall have the meanings designated in those Conditions.

7.2 Notices shall be addressed as follow:

OWNER:
COUNTY OF SOLANO
Birgitta Corsello, County Administrator
675 Texas Street
Fairfield, CA 94533

CONTRACTOR:
Golden Bay Fence Plus Iron Works Inc.
Paul Chavez, President
4104 S B Street
Stockton, CA 95206

- 7.3 **Prevailing Wages.** The Contractor agrees that State Prevailing Wages apply to this Project, and that the Contractor will pay the rates for each trade or craft and shall require the subcontractors on the project to pay the rates for each trade and craft. The Payroll Submittal Information attached as Section 00 45 46 - Payroll Information is incorporated as if set forth in full and is a part of this Contract. The Contractor agrees to repay the County any and all amounts paid to any subcontractor in violation of Public Contract Code Section 6109.
- 7.4 **Execution of Contracts in Counterparts.** This Contract may be executed in two or more counter parts, 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 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 facsimile or electronic signature page were an original signature.

ARTICLE 8
EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

COUNTY:

GOLDEN BAY FENCE PLUS IRON WORKS:

By: _____

By: _____

Birgitta Corsello,
County Administrator

Paul Chavez,
President

APPROVED AS TO FORM:

By: _____

County Counsel of Solano County, California

NOTE: If the Contractor is a corporation, attach to this Contract a certified copy of the by-laws, resolutions, or excerpts of a meeting of the Board of Directors of the Corporation authorizing the person executing this Agreement to do so for the Corporation.

Claybank Campus Perimeter Security Fence Replacement

2500 Claybank Road, Fairfield CA

Project Funding Source

Capital Renewal Reserve	\$	686,000
Criminal Justice Temporary Construction Fund	\$	300,000
Total Project Funding	\$	986,000

Other Project Expenses

Construction Cost	\$	392,742
Project Management	\$	80,000
Engineering Design and Management Fees	\$	130,000
Permits / Inspections	\$	12,000
Miscellaneous Expense (Advertising, Prints, Mailing, etc)	\$	10,000
Contingencies	\$	361,258
Total Project Expenses	\$	986,000

Claybank Campus Perimeter Security Fence Replacement Project
2500 Claybank Road, Fairfield, CA

Bid Results

Name of Firm	Location	Bid	Bid Alternate	Total Bid
Golden Bay Fence Plus Iron Work, Inc.	Stockton	\$ 233,152	\$ 159,590	\$ 392,742
Arrow Fencing	Calpella	\$ 250,000	\$ 140,000	\$ 390,000
Pisor Fence Division, Inc.	Citrus Heights	\$ 260,000	\$ 176,000	\$ 436,000
Armour Fence	Hillsborough	\$ 395,000	\$ 114,500	\$ 509,500
Crusader Fence, Co	Rancho Cordova	\$ 468,614	\$ 274,449	\$ 743,063



Solano County

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

Agenda Submittal

Agenda #:	10	Status:	Consent Calendar
Type:	Resolution	Department:	Information Technology - Registrar of Voters
File #:	20-660	Contact:	Tim Flanagan, 784-2703
Agenda date:	10/06/2020	Final Action:	
Title:	Adopt a resolution and plaque of appreciation honoring Carol Cain, Information Technology Manager, upon her retirement from the Department of Information Technology, with over 20 years of dedicated public service to Solano County		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

Date:	Ver.	Action By:	Action:	Result:
-------	------	------------	---------	---------

Published Notice Required? Yes ____ No X
Public Hearing Required? Yes ____ No X

DEPARTMENTAL RECOMMENDATION:

The Department of Information Technology recommends the Board of Supervisors adopt a resolution and plaque of appreciation honoring Carol Cain, Information Technology Manager, upon her retirement from Solano County with over 20 years of dedicated public service to Solano County.

SUMMARY:

Carol Cain, Information Technology Manager, retired from the Department of Information Technology, with over 20 years of dedicated public service to Solano County effective August 28, 2020. She has dedicated over 20 years of her life to public service with Solano County working directly and indirectly with the Law & Justice departments.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2020/21 Adopted Budget. The costs associated with preparation and purchase of the resolution materials and plaque are included in the Board's FY 2020/21 Adopted Budget.

DISCUSSION:

Carol Cain started her public services on July 17, 2000 as a Senior Systems Analyst focusing on the Law & Justice discipline. During her career Carol Cain was responsible for introducing new consolidated platforms like our e-suite of products that help streamline the criminal justice lifecycle and a new jail management platform.

Ms. Cain was promoted to Information Technology Manager on July 6, 2003 overseeing the Law & Justice IT

team as well as the business relationship manager to the Law & Justice departments.

Ms. Cain retired on August 28, 2020 after serving over 20 years of continuous service to Solano County and during her tenure, she consistently demonstrated a high level of service and dedication where her impact will continue to be felt for many years.

ALTERNATIVES:

The Board may choose not to adopt this resolution and approve this plaque of appreciation; however, this is not recommended because this is an opportunity to recognize Carol Cain for her dedication and outstanding contributions to the 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 CAROL CAIN, INFORMATION TECHNOLOGY MANAGER UPON HER RETIREMENT FROM THE DEPARTMENT OF INFORMATION TECHNOLOGY WITH OVER 20 YEARS OF DEDICATED SERVICE TO SOLANO COUNTY

WHEREAS, Carol Cain began her career with the County of Solano as a Sr Systems Analyst on July 17th 2000 and was promoted to Information Technology Manager July 6th 2003; and

WHEREAS, Carol Cain became responsible for the Law & Justice DoIT team and corresponding technology systems on July 6th 2003. Her skills advanced and her experience grew as she demonstrated her ability to lead others to outcomes and deliver outstanding strategic partnership to the Law & Justice leadership team. She developed staff to be better individually, and as a team working towards a common vision; and

WHEREAS, Carol Cain was the leader and expert in the Solano County Jail Management System commonly known as ATIMS; and

WHEREAS, Carol Cain showed exceptional customer services to her co-workers and vendors. She showed her leadership skills as she trained and supported staff, solved complex situations, responded to vendor inquiries, and always would step in to help when called upon; and

WHEREAS, Carol Cain is a highly respected and valued member of the Department of Information Technology. Her last day of service is August 28, 2020, and she will be missed by her co-workers and friends.

NOW, THEREFORE BE IT RESOLVED that the Solano County Board of Supervisors hereby honors and recognizes Carol Cain for over 20 years of dedicated service to the citizens of Solano County, and wishes her success in his future endeavors and a long, happy and well-deserved retirement.

Dated this 6th day of October 2020

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Alicia Draves, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	11	Status:	Consent Calendar
Type:	Grant Funding	Department:	Information Technology - Registrar of Voters
File #:	20-695	Contact:	John Gardner, 784-3366
Agenda date:	10/06/2020	Final Action:	
Title:	Accept a grant from the Center for Tech and Civic Life in the amount of \$370,037; Authorize the CIO/Registrar of Voters or designee to execute and submit all documents related to the completion of this grant agreement; and Approve an Appropriation Transfer Request (ATR) to increase revenue and expenditures in the Registrar of Voters FY2020/21 Adopted Budget in the amount of \$370,037 (4/5 vote required)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Grant Acceptance		

Date:	Ver.	Action By:	Action:	Result:
-------	------	------------	---------	---------

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

The Registrar of Voters (ROV) recommends the Board of Supervisors:

1. Accept a grant from the Center for Tech and Civic Life in the amount of \$370,037 (Attachment A);
2. Authorize the CIO/Registrar of Voters or designee to execute and submit all documents related to the completion of this grant agreement; and
3. Approve an Appropriation Transfer Request (ATR) to increase revenue and expenditures in the Registrar of Voters FY2020/21 Adopted Budget in the amount of \$370,037 (4/5th vote required).

SUMMARY:

The Registrar of Voters (ROV) has received a grant from the Center for Tech and Civic Life in the amount of \$370,037 to assist with the administration of the November 3, 2020 General Election. The grant was awarded on September 16, 2020 and is limited for costs related to:

- Ballot Drop Off Boxes
- Drive-Through Voting Locations
- PPE supplies for staff, pollworkers and voters
- Polling Place rental and cleaning expenses
- Vote by Mail voting equipment and supplies.

FINANCIAL IMPACT:

The ROV FY2020/21 Adopted Budget includes \$2,174,825 in appropriations to conduct the General Election.

ROV anticipates receiving \$971,983 for election services to the cities and districts. On August 12, 2020 the Board approved ROV to receive CARES funding in the amount of \$120,000 for Vote-by-Mail ballots. On August 28, 2020 the Board approved ROV to receive State grant funding in the amount of \$897,948. The remaining balance will be a General Fund cost.

The ROV did not have knowledge of the additional grant until September 9th, when the ROV applied for the additional funding. Therefore, the \$370,037 grant being awarded for election related COVID expenses, was not included in the FY2020/21 Preliminary Budget. The ROV is requesting the approval of an Appropriation Transfer Voucher to increase expenses and revenue in the amount \$370,037 to allow for purchases related to the November 3, 2020 General Election that would be reimbursed by this grant.

The costs associated with preparing the agenda item are nominal and absorbed by the Department's FY2020/21 Adopted Budget.

DISCUSSION:

The ROV applied for this grant on September 9, 2020, and was later awarded the grant on September 16, 2020. On August 28, the ROV presented the plan for the November 3, 2020 election which included providing more ballot drop-off locations for the 30-day vote by mail period, additional curb-side ballot drop-off locations for the 5-day drop-off period, and an increase in the number of in-person voting locations.

The ROV has experienced additional costs related to providing the additional locations, and providing PPE related supplies related to reduce the spread of COVID-19. Grant funding for this level of COVID-19 expenses was not included in the ROV FY2020/21 Preliminary Budget. Authorization for the CIO/Registrar of Voters or designee to conduct all negotiations, execute and submit all documents necessary for the completion of the grant agreement so that election related COVID expenses can be purchased and revenue can be received in a timely and efficient manner is requested.

ALTERNATIVES:

The Board of Supervisors could deny the request to receive the grant funding from the Center for Tech and Civic Life. This would result in a potential loss of \$370,037 in grant revenues. This is not recommended as the ROV anticipates providing additional ballot drop-off locations, curb-side locations, and increased PPE with this grant.

The Board could elect to not delegate signing authority. This action is not recommended since delegated authority will enable efficient execution of the grant.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed the proposed Grant Agreement and approved as to form.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



CENTER FOR
TECH AND
CIVIC LIFE

September 15, 2020

Solano County, California

Registrar of Voters

675 Texas St., Suite 2600

Fairfield, CA 94533

Dear Timothy Flanagan,

I am pleased to inform you that based on and in reliance upon the information and materials provided by Solano County, the Center for Tech and Civic Life ("CTCL"), a nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award a grant to support the work of the Solano County Registrar of Voters ("Grantee").

The following is a description of the grant:

AMOUNT OF GRANT: \$370,037.50 USD

PURPOSE: The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Solano County in 2020 ("Purpose").

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement ("Grant Agreement") and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and regulations of your state and jurisdiction ("Applicable Laws"). Specifically, by signing this letter Grantee certifies and agrees to the following:

1. Grantee is a local government unit or political subdivision within the meaning of IRC section 170(c)(1).
2. This grant shall be used only for the Purpose described above, and for no other purposes.
3. Grantee has indicated that the amount of the grant shall be expended on the following specific election administration needs: Ballot drop boxes, Drive-through

voting, Personal protective equipment (PPE) for staff, poll workers, or voters, Polling place rental and cleaning expenses for early voting or Election Day, and Vote-by-mail/Absentee voting equipment or supplies. Grantee may allocate grant funds among those needs, or to other public purposes listed in the grant application, without further notice to or permission of CTCL.

4. Grantee shall not use any part of this grant to make a grant to another organization, except in the case where the organization is a local government unit or political subdivision within the meaning of IRC section 170(c)(1) or a nonprofit organization tax-exempt under IRC section 501(c)(3), and the subgrant is intended to accomplish the Purpose of this grant. Grantee shall take reasonable steps to ensure that any such subgrant is used in a manner consistent with the terms and conditions of this Grant Agreement, including requiring that subgrantee agrees in writing to comply with the terms and conditions of this Grant Agreement.
5. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs may be applied to the grant. The Grantee shall expend the amount of this grant for the Purpose by December 31, 2020.
6. Grantee is authorized to receive this grant from CTCL and certifies that (a) the receipt of these grant funds does not violate any Applicable Laws, and (b) Grantee has taken all required, reasonable and necessary steps to receive, accept and expend the grant in accordance with the Purpose and Applicable Law.
7. The Grantee shall produce a brief report explaining and documenting how grant funds have been expended in support of the activities described in paragraph 3. This report shall be sent to CTCL no later than January 31, 2021 in a format approved by CTCL and shall include with the report a signed certification by Grantee that it has complied with all terms and conditions of this Grant Agreement.
8. This grant may not supplant previously appropriated funds. The Grantee shall not reduce the budget of the Registrar of Voters ("the Election Department") or fail to appropriate or provide previously budgeted funds to the Election Department for the term of this grant. Any amount supplanted, reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.
9. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above terms and conditions of this grant have not been met, or (b) CTCL is required to do so to comply with applicable laws or regulations.
10. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs for the Purpose may be applied to the grant.

Your acceptance of and agreement to these terms and conditions and this Grant Agreement is indicated by your signature below on behalf of Grantee. Please have an authorized



CENTER FOR TECH & CIVIC LIFE
233 N. MICHIGAN AVE., SUITE 1800
CHICAGO, IL 60601
HELLO@TECHANDCIVICLIFE.ORG

representative of Grantee sign below, and return a scanned copy of this letter to us by email at grants@techandcivicliflife.org.

On behalf of CTCL, I extend my best wishes in your work.

Sincerely,



Tiana Epps Johnson

Executive Director

Center for Tech and Civic Life

GRANTEE

By: _____

Title: _____

Date: _____



CENTER FOR TECH & CIVIC LIFE
233 N. MICHIGAN AVE., SUITE 1800
CHICAGO, IL 60601
HELLO@TECHANDCIVICLIFE.ORG



Solano County

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

Agenda Submittal

Agenda #:	12	Status:	Consent Calendar
Type:	Contract	Department:	First 5 Solano
File #:	20-699	Contact:	Michele Harris, 784-1335
Agenda date:	10/06/2020	Final Action:	
Title:	Approve a revenue contract with First 5 California for up to \$200,000 for the period of October 1, 2020 through June 30, 2022 for First 5 California Home Visiting Coordination (HVC) funding; and Authorize the First 5 Solano Executive Director to execute the revenue agreement and any future amendments that remain within budgeted appropriations		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Agreement		

Date:	Ver.	Action By:	Action:	Result:
-------	------	------------	---------	---------

Published Notice Required? Yes ____ No X
Public Hearing Required? Yes ____ No X

DEPARTMENTAL RECOMMENDATION:

First 5 Solano recommends that the Board of Supervisors approve a revenue contract with First 5 California for up to \$200,000 for the period of October 1, 2020 through June 30, 2022 for First 5 Home Visiting Coordination (HVC) funding and authorize the First 5 Solano Executive Director to execute the revenue agreement and any future amendments that remain within budgeted appropriations.

SUMMARY/DISCUSSION:

In October 2019, the First 5 California State Commission approved up to \$24 million in funding for five years through FY2024/25 to help counties create a sustainable, unified system that supports families through home visiting services. The funding is meant to promote: 1) increased cross-agency understanding of local population needs and readiness to collaborate on local home visiting services, 2) coordinated and sustainable local home visiting that serves more families more effectively, 3) interconnected local early childhood systems with home visiting embedded as a vital component leading to strong family outcomes, and 4) networks of cross-county collaboration that promote shared learning and capacity-building, resource sharing, and expertise to strengthen local systems change efforts.

First 5 California released a Request for Applications in May 2020 for counties to apply for Stage 1 of Home Visiting Coordination funding through June 30, 2022. As First 5 Solano and Health & Social Services, Public Health Division share common interests to ensure families have the knowledge, skills, and resources to support children's optimal development, both entities partnered on completing the grant application with First 5 Solano applying as the lead agency. First 5 Solano received the full funding requested.

This item brings forward a recommendation to approve the revenue agreement with First 5 California to receive the funding. Upon the Board's approval of this agreement, a Memorandum of Understanding shall be

executed with Health and Social Services, Public Health to manage the process for improving the home visiting system throughout Solano County and a contract with Applied Survey Research shall be executed to conduct the needs assessment and Final the action plan. Some activities expected to be completed with this funding include the implementation of a countywide home visiting Action Plan, identifying new partners to participate in the Home Visiting Community Advisory Board, and development of a joint policy demonstrating alignment of home visiting programs across the county.

FINANCIAL IMPACT:

The funding from First 5 California was anticipated prior to its approval, and funding for both the revenue and expenditure was included in the FY2020/21 Adopted Budget. First 5 Solano and Public Health will provide in-kind services via already funded positions and programs to fulfill the match requirement. There is no impact the County General Fund. The cost associated with preparing this Board item is nominal and absorbed by the Department's FY2020/21 Adopted Budget.

ALTERNATIVES:

The Board could not approve the revenue agreement with First 5 California. This is not recommended as the funding will assist in improving home visiting services in Solano County.

OTHER AGENCY INVOLVEMENT:

The revenue contract has been approved by County Counsel and grant funded services will be coordinated with Health & Social Services, Public Health who partnered with First 5 on completing the grant application.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

LAA CFF HV 2020-48

PURCHASING AUTHORITY NUMBER (If Applicable)

010203

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

First 5 California

CONTRACTOR NAME

County of Solano

2. The term of this Agreement is:

START DATE

Upon Approval from the Department of General Services

THROUGH END DATE

June 30, 2022

3. The maximum amount of this Agreement is:

\$200,000.00 Two Hundred Thousand Dollars Only

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit A, Attachment 1	Home Visiting Coordination Action Plan Instructions and Template	3
Exhibit A, Attachment 2	Home Visiting Coordination Funding Goals and Activities and California Home Visiting Network	5
+ - Exhibit B	Budget Detail and Payment Provisions	5
+ - Exhibit B, Attachment B-1	Additional Budget Detail and Payment Provisions	4
+ - Exhibit B, Attachment B-2	Home Visiting Coordination Funding Budget Fiscal Years 2020-2021 and 2021-2022	1
+ - Exhibit B, Attachment B-3	Home Visiting Coordination Funding Budget Narrative	4
+ - Exhibit C *	General Terms and Conditions	4/2017
+ - Exhibit D	Special Terms and Conditions	11

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Solano

CONTRACTOR BUSINESS ADDRESS

3375 Sonoma Boulevard, Suite 30

CITY

Vallejo

STATE

CA

ZIP

94590

PRINTED NAME OF PERSON SIGNING

Michele Harris

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

LAA CFF HV 2020-48

PURCHASING AUTHORITY NUMBER (If Applicable)

010203

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

First 5 California

CONTRACTING AGENCY ADDRESS

2389 Gateway Oaks Drive, Suite 260

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Camille Maben

TITLE

Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A
SCOPE OF WORK
(Local Area Agreement)

1. Authority

California Health and Safety Code (HSC) section 130105(d)(1)(D) authorizes expenditure of funds from the California Children and Families Trust Fund to ensure children are ready to enter school, and for the research and development of best practices and standards for all First 5 California (F5CA) programs and services relating to early childhood development, and for the assessment and quality evaluation of those programs and services. HSC section 130125(d) provides F5CA authority to allocate funds for independent research, evaluation of any relevant programs, identifying the best standards and practices for optimal early childhood development, and establishing and monitoring demonstration projects.

2. Background

In October 2019, the F5CA State Commission approved up to \$24 million in funding for Fiscal Years 2019–20 through 2024–2025 to help counties create a sustainable, unified home visiting system that supports families with the services they need and maximize available funding to serve more families.

This Local Area Agreement (LAA) is based on the F5CA Home Visiting Coordination (HVC) Request for Application (RFA) released May 15, 2020 for Stage 1 funding. Exhibit A, Appendix 2 provides an update to and supersedes the RFA Section III: Coordination Funding Goals and Activities, to support COVID-19 recovery and align with California Department of Finance Budget Letter 20-11 (http://www.dof.ca.gov/budget/Budget_Letters/documents/BL20-11.pdf).

Home visiting provides pregnant women and families, particularly those considered at-risk, necessary resources and skills to raise children who are physically, socially, and emotionally healthy and ready to learn. Home visiting involves meetings (usually face-to-face, in the family home) between families and a trained, family-support professional at a time convenient for the beneficiary and family. To reach more families with the services they need, home visiting programs must be coordinated and integrated into other child development and family support systems.

Since the F5CA Commission authorized this funding, the landscape in California shifted, making home visiting coordination critical. During the COVID-19 public health emergency, home visiting plays a vital role in addressing the needs of pregnant women, young children, and families, whether in-person or virtually. COVID-19 is introducing or exacerbating stressors that challenge families and can result in children being abused or neglected. During crisis situations, families need

supportive relationships; home visiting can provide these relationship-based supports to families in ways other services cannot. Since home visiting models now incorporate virtual visits, many counties are experiencing an increase in requests by families for home visiting services. Once families are enrolled in the home visiting program, home visitors are key to ensuring positive family outcomes, including both retaining families through the course of the program whether virtually, or when the program transitions back to place-based visiting. Further, maintaining relationships with families at this time, in particular, is key to ensuring families receive the economic, physical health, mental health, parenting, and family support services critical to their recovery from the impact of COVID-19.

Therefore, the funding authorized by the F5CA Commission shall be dedicated to helping counties focus on family recovery from the COVID-19 crisis by rebuilding and strengthening their home visiting programs, and embedding home visiting into other systems of child and family support that are critical to recovery.

This catalytic funding is meant to promote increased coordination and collaboration to:

1. Increase cross-agency understanding of local population needs relative to the impacts of COVID-19 on families and services
2. Ensure families are served through efficient, coordinated, and sustainable evidence-based home visiting programs that meet their critical recovery needs
3. Embed home visiting into early childhood systems to promote strong family outcomes
4. Promote cross-county, shared learning and capacity-building, resource sharing, and expertise to strengthen local systems change efforts, and rebuild early childhood and family support systems following the pandemic

3. Purpose

The Fiscal Lead Agency, a First 5 county commission or other county public agency, will facilitate activities that improve cross-program service coordination and integration into a system of supports that enables families to be served during their greatest need, with the most appropriate program and services to recover from the effects of the COVID-19 pandemic.

4. Programmatic Benefits

In response to the global COVID-19 pandemic, programmatic benefits include:

- More families receive the services they need to overcome the effects of COVID-19
- Parents and children age five and under are healthier
- Children are better prepared for school
- Children are safer and nurtured
- Families are more resilient and self-sufficient
- Coordinated home visiting and other family support programs save funding

5. Terms of Agreement

First 5 California shall enter into a LAA with County of Solano (First 5 Solano County, Fiscal Lead Agency, or Contractor).

The term of this LAA is upon approval by the Department of General Services (DGS) through June 30, 2022. The Contractor is eligible to receive up to \$200,000.00. Funding is authorized only for expenditures incurred within the approved performance period of this LAA.

Any delivery or performance of service commenced prior to the Contractor obtaining all written approvals shall be considered voluntary on the part of the Contractor. F5CA is not authorized to reimburse the Contractor for expenditures incurred outside the approved performance period of this LAA.

6. Project Representatives

The Contract and Fiscal Managers during the term of this LAA shall be:

First 5 California	First 5 Solano County
Debra Silverman, Education Administrator	Gene Ibe, Program Manager
2389 Gateway Oaks Drive, Suite 260	3375 Sonoma Blvd., Ste. 30
Sacramento, CA 95833	Vallejo, CA 94590
(916) 263-1066	(707) 784-1334
dsilverman@ccfc.ca.gov	gmibe@solanocounty.com

Direct all fiscal inquiries to:

First 5 California	First 5 Solano County
Debra Silverman, Education Administrator	Gene Ibe, Program Manager
(916) 263-1066	(707) 784-1334
dsilverman@ccfc.ca.gov	gmibe@solanocounty.com

7. Contractor Responsibilities

Task 1: Project Management

- A. Contractor shall work with the F5CA Contract Manager or its designee to coordinate and manage components of this contract to ensure all tasks, activities, and functions are completed effectively and in a timely manner, including, but not limited to:
- Preparing the progress reports and complying with data requests
 - Ensuring oversight and accountability for expenditure of funds, including verifying accuracy of all invoices and supporting documentation
 - Working with local partners to coordinate activities set forth in the Home Visiting Coordination (HVC) Action Plan, Exhibit A, Attachment 1.
 - Managing processes in case of redirection and response to the COVID-19 recovery efforts
 - Ensuring data and reporting requirements are submitted through the Online Home Visiting Application in the First 5 California Data Hub when available
- B. Contractor will submit invoices accompanied by documentation of deliverable, meetings, and expenses as specified in Exhibit B, Budget Detail and Payment Provisions.

Invoices shall be submitted no more frequently than semi-annually, as follows:

- Due January 31, for the period July 1 – December 31
- Due July 31, for the period January 1 – June 30

- C. If the due dates for the submission of invoices falls on a Saturday, Sunday or State recognized holiday, the invoices shall be submitted on the next business day. The Contractor shall submit invoices shall into the Online Home Visiting Application in the First 5 California Data Hub portal established by F5CA. The electronic portal will be made available to the Contractor by the Contract Manager. In the event the electronic portal is not available, the secondary option is to submit the invoices by email to:

Invoices@ccfc.ca.gov

A delay in the submission of invoices may result in the delay in payment.

Task 2: Reporting and Data Requirements

- A. Contractor shall submit and update the county's HVC Action Plan.
1. Submit the HVC Action Plan, Exhibit A, Attachment 1 by December 31, 2020, describing activities and timeline to meet each of the objectives relative to the type of HVC Funding. (See Exhibit A, Attachment 2. Home Visiting Coordination Funding Goals and Activities.)
 2. Update the county's Action Plan annually by July 31, 2021, and June 30, 2022.
 3. If the due dates for the submission of HVC Action Plan falls on a Saturday, Sunday or State recognized holiday, the HVC Action Plan shall be submitted on the next business day. The Contractor shall submit HVC Action Plan into an electronic portal established by F5CA. The electronic portal will be made available to the Contractor by the Contract Manager.
 4. A delay in the submission of the HVC Action Plan may result in the delay of the HVC timeframes and activities. In order to remedy delays, the Contractor shall contact the Contract Manager immediately in the event the Contractor discovers a delay and to discuss a possible solution.
- B. Contractor shall submit a written annual performance report (APR) describing activities and accomplishments for each fiscal year as indicated on the county's HVC Action Plan. The APR will be structured to elicit data on contextual factors, implementation systems, and activities that support coordination, as well as barriers that could inform policy and statewide supports. The APR shall be a narrative in a format that is agreeable by both parties.

APRs will be due annually each fiscal year as follows:

- Due July 31, 2021, for the period July 1, 2020, through June 30, 2021

- Due June 30, 2022, for the period July 1, 2021, through June 30, 2022

If the due dates for the submission of APRs falls on a Saturday, Sunday or State recognized holiday, the APRs shall be submitted on the next business day. The APR shall be transmitted into an electronic portal established by F5CA and will be made available to the Contractor by the Contract Manager. A delay in the submission of the APRs may result in the delay of the HVC timeframes and activities. In order to remedy delays, the Contractor shall contact the Contract Manager immediately in the event the Contractor discovers a delay and to discuss a possible solution.

C. Contractor shall comply with F5CA evaluation and data requests.

1. Annually, counties receiving Implementation and Integration funds will provide to F5CA data including but not limited to:
 - Number of families enrolled by program model and demographics
 - Length of time families remain in the program compared to the allowable service period for each model, and reasons for termination
 - Rates of referral from one home visiting program model to another
 - Rates of referral to family support services, types of family support services referred to, and referrals with follow-through and linkage to service

F5CA will work with the Contractor to understand the local data currently being collected and reported by local home visiting agencies and align data requests with existing efforts to the extent possible.

2. The Contractor shall submit the data into an electronic portal established by F5CA. The electronic portal will be made available to the Contractor by the Contract Manager. A delay in the submission of data may result in the delay of the HVC timeframes and activities. In order to remedy delays, the Contractor shall contact the Contract Manager immediately in the event the Contractor discovers a delay and to discuss a possible solution.
3. Cooperate with F5CA staff requests for data and information to support technical assistance to counties and evaluation of the impact of improved coordination on provision of family services
4. Cooperate with Child Trends, the contractor for the F5CA Home Visiting Workforce Study, by complying with requests to identify programs and home visitors/providers to participate in the study. More information about

the study is available on the F5CA home visiting webpage at
<http://www.cafc.ca.gov/partners/investments.html#visiting>.

Task 3: Participate in Statewide Home Visiting Network Meetings

Contractor shall participate in statewide networking opportunities (see Exhibit A, Attachment 3. California Home Visiting Network.), including:

- A. One statewide network meeting held in-person or virtually between September 2021 and June 2022. Contractor shall encourage participation in the regional and statewide meetings by local agency partners to maximize networking and shared learning opportunities around home visiting systems building.
- B. Virtual and/or face-to-face learning collaboratives and regional network meetings throughout the Agreement period, to be held no more frequently than monthly.

8. Deliverables

Task	Deliverable	Due Date
Task 1.2	Semi-Annual Invoices	<ul style="list-style-type: none">• Due January 31, for the period July 1 – December 31• Due July 31, for the period January 1 – June 30
Task 2.1.A	Submit HVC Action Plan, Exhibit A, Attachment 1	<ul style="list-style-type: none">• Due December 31, 2020
Task 2.1.B	Updated HVC Action Plan, Exhibit A, Attachment 1	<ul style="list-style-type: none">• Due July 31, 2021• Due June 30, 2022
Task 2.2	Written Annual Performance Report	<ul style="list-style-type: none">• Due July 31, 2021• Due June 30, 2022
Task 2.3	Data about families and services	<ul style="list-style-type: none">• Due annually, upon request

**EXHIBIT A, ATTACHMENT 1
HOME VISITING COORDINATION
ACTION PLAN INSTRUCTIONS AND TEMPLATE**

The HVC Action Plan will outline how the county will use its funding, and the processes by which counties will accomplish the goals specified by the relevant stage of coordination and type funding. The Action Plan must be submitted by December 31, 2020.

Every action plan must include Goals and Action Steps. Action Steps must include the following information: description, milestones, timeline, resources, and responsibility, as described below. Counties may use a local template and/or include additional information to meet local needs. If interested, counties may use a F5CA template available by September 1, 2020, at <http://www.ccfc.ca.gov/partners/investments.html#visiting>.

Counties will update collaborating agency information as part of the Action Plan requirement.

1. **Goals:** These correspond with the type of funding the county is receiving and should build on existing coordination efforts. Counties must choose one or more of the following goals (see also Exhibit A, Attachment 2):
 - A. Build or strengthen the county-wide vision for how a coordinated local early childhood development and family support system, including home visiting can address the needs of families impacted by COVID-19.
 - B. Determine scope and effectiveness of existing home visiting programs and family support services designed to help families in crisis, and expand access to home visiting and other family support services, as needed, to help families recover from the effects of the COVID-19 pandemic.
 - C. Strengthen (or rebuild) coordination and alignment across home visiting and family support agencies to address the effects of the pandemic on family support systems.
 - D. Strengthen (or rebuild) early childhood development and family support systems by embedding home visiting as a critical component to helping families recover from the effects of COVID-19.

Counties may include additional local goals as long as at least one of the required goals are included in the Action Plan.

2. **Action Steps:** Every goal will require multiple action steps. Use the “activities to help reach this goal” listed in Appendix A, Attachment 2, pages 3 – 5 as a starting point. Each action step must include five parts:
- A. **Description:** Each action step may be listed at a high level but should indicate sufficient detail for collaborators and F5CA to understand what will take place.
 - B. **Milestones:** Each action step must include one or more key milestones to be achieved or what will be produced as a result of the action step, and by which progress toward meeting the goal can be assessed.
 - C. **Timeframe:** For each action step, indicate the timeframe it will be carried out.
 - D. **Resources:** Resources may be financial or material, or they may include experts, partner agencies, or other staff within your agency essential for ensuring success of each action step.
 - E. **Responsibility:** Each action step should have one or more people responsible for carrying out the action. This is not necessarily the person who is responsible for monitoring whether the action is carried out, but rather, the person or persons who have agreed to do the work. It is best to list people rather than agencies.

3. **Sample Action Plan Format**

The following is a sample of an action plan framework that includes the goal and action steps. Counties are not required to use this format, but the action plan must include all of the information. Counties will likely have more than one goal; each goal should have its' own series of action steps.

Goal 1: _____

Action Steps

Description	Milestones	Timeframe	Resources	Responsibility
1.				
2.				
3.				
4.				
5.				

4. Update Collaborating Agency Information

F5CA will input information from counties' HVC Coordination Signature Pages into a county-specific document which will be shared with each Fiscal Lead Agency in fall 2020. Counties will verify and/or update information about collaborating agencies as part of the action plan requirement. Signatures will not be required.

**EXHIBIT A, ATTACHMENT 2
HOME VISITING COORDINATION
FUNDING GOALS AND ACTIVITIES
CALIFORNIA HOME VISITING NETWORK**

This Attachment replaces the Request for Application, Section III. as activities to be carried out during the term of this Agreement.

Coordination Funding Goals and Activities

During the COVID-19 public health emergency, home visiting plays a vital role in addressing the needs of pregnant women, young children, and families, whether in-person or virtually. COVID-19 is introducing or exacerbating stressors that challenge families and can result in increased risk of children being abused or neglected. COVID-19 impacts are operating at multiple levels – public health, economic, and child welfare. Home Visiting programs not only work with high risk populations directly but also help families navigate the different service systems and supports during crisis and transition. Families need preventive and supportive services now more than ever. “The potential impacts of the emergency on pregnant women and families’ access to critical health, early care and education, and family economic supports make continued connections with families essential.”¹ Families are hesitant to use place-based services given the concern for social distancing, which will likely remain long after the shelter-in-place orders are lifted. Coordinated home visiting, whether virtual and/or home-based, can be a lifeline for many children and families, especially during crisis, because when home visiting is embedded in early childhood and family support systems, families receive the services they need to recover and thrive. Therefore, it is more essential than ever that counties focus on helping families recover from the effects of COVID-19 by rebuilding and strengthening their home visiting programs and embedding home visiting into other systems of child and family support that are critical to recovery.

Although most California counties offer home visiting programs to families, county agency leaders report being at different stages of service coordination. For most, home visiting programs operate as separate and distinct programs when they actually have many shared goals, principles, and desired outcomes across both home visiting and other maternal and infant health services and supports.

The Contractor is responsible for facilitating activities that improve cross-program service coordination and integration of home visiting into a system of supports serving families by having their needs met efficiently and being connected with the most appropriate

¹ <https://mchb.hrsa.gov/Home-Visiting-Information-During-COVID-19>

programs and services in order to recover from the effects of COVID-19. Based on counties' existing infrastructure for home visiting, the needs of families and how they have been impacted by the pandemic, existing systems of support, and existing levels of home visiting coordination, the HVC funding and technical assistance are designed to help counties engage in activities to progress along a continuum of coordination as depicted in the graphic below.

Continuum of Home Visiting Coordination

The graphic illustrates the building blocks for sustainable, efficient, and integrated early childhood and family support systems, with home visiting embedded as a critical component, addressed by the Home Visiting Coordination Funding. By addressing these building blocks, explained in detail below, counties can address the immediate and pressing needs of families affected by and recovering from the impacts of COVID-19.

Graphic 1. Continuum of Activities to Support Coordination of Early Childhood and Family Support Systems with Home Visiting Embedded as Vital Component

PLANNING	IMPLEMENTATION	INTEGRATION
A Build or strengthen the county-wide vision for how a coordinated local early childhood development and family support system, including home visiting, can address the needs of families impacted by COVID-19.		
B Determine scope and effectiveness of existing home visiting programs and family support services designed to help families in crisis. Expand access to home visiting and other family support services, as needed, to help families recover from the effects of the COVID-19 pandemic.		
C Strengthen (or rebuild) coordination and alignment across home visiting and family support agencies to address the effects of the pandemic on family support systems.		
D Strengthen (or rebuild) early childhood development and family support systems by embedding home visiting as a critical component to helping families recover from the effects of COVID-19.		

The continuum of activities to achieve coordination is not linear. Some stages and activities may take longer than others, and it may be necessary to revisit activities in previous stages along the way. For example, as new agencies become part of a home

visiting collaborative, counties may revisit the vision to ensure it encompasses the values of new partners. As the community faces new and unforeseen challenges, such as the effects of COVID-19, collaborators may need to revisit agreements and processes to accommodate different home visiting delivery methods, as well as impacts on staff and fiscal resources. The following describes the activities across the continuum of home visiting coordination depicted by the graphic above.

- A. Build or strengthen a shared vision for how a coordinated local early childhood development and family support system, including home visiting, can address the needs of families impacted by COVID-19
- B. Determine scope and effectiveness of existing home visiting programs and family support services designed to help families in crisis, and expand access to home visiting and other family support services, as needed to help families recover from the effects of the COVID-19 pandemic

Activities to help reach this goal include, but are not limited to:

1. Developing a shared understanding of the effects of COVID-19 on families and communities (e.g., environmental scan) by:
 - Identifying existing and potential community partners who provide critical services to support children and families
 - Using existing data to identify and prioritize families who would benefit from home visiting services to overcome the impacts of the crisis, and identifying and collecting additional data as needed
2. Determining whether existing local home visiting programs and family supports have the capacity to serve more children and families in crisis and through crisis recovery by:
 - Using outcomes and implementation data to improve program delivery and quality
 - Identifying strategies to overcome known barriers to families signing up and/or maintaining their engagement in virtual and/or place-based home visiting and family support services
3. Identifying one or more evidence-based models that may best meet critical local needs and:
 - Working to overcome barriers to meeting the fidelity requirements of the model

- Developing a plan to secure funding to expand and/or implement new evidence-based home visiting program(s) and ensure all families impacted by COVID-19 are able to obtain the services and supports to recover
- C. Strengthen (or rebuild) coordination and alignment across home visiting and family support agencies to address the effects of the pandemic on family support systems, and ensure families receive services and supports to recover from effects of the COVID-19 pandemic

Activities to help reach this goal include, but are not limited to:

1. Reaching, codifying, or updating agreements (formal agreements or memoranda of understanding) to support communication, coordinated funding, referral, implementation, and information sharing across funded home visiting implementing agencies to ensure the system of family supports is able to meet the needs of families recovering from the effects of the pandemic. System coordination includes, but is not limited to:
 - Common point(s) of entry for families
 - Common intake or eligibility screening process/tools
 - Formal process/forms/protocols to refer families to home visiting services
 - Formal process/forms/protocols to assess family needs for other family support services, refer families to local services based on assessed needs, and follow up on referrals
 - Shared responsibility for assessment, screening, referral, and follow-through of service provisions
2. Assessing and addressing strengths and barriers to coordinating home visiting and other child and family services, including, but not limited to:
 - Efficacy of the coordinated entry process (intake, assessment, and referral) and services connected to the coordinated entry process
 - Determination of whether and how families are being served by the programs that best meets their needs
 - Effects of the COVID-19 pandemic on implementation fidelity of evidence-based programs

- Preparation of home visitors and their supervisors across programs and models to help families through the COVID-19 crisis, meet family needs through tele-visiting, and transition back to place-based home visiting
 - Other systems-strengthening activities to ensure families receive high-quality, appropriate home visiting supports that help them recover from the effects of COVID-19 and related stressors
- D. Strengthen (or rebuild) early childhood development and family support systems (e.g., Help Me Grow, Quality Counts California consortium, housing, mental health, other systems as applicable to the county) by embedding home visiting as a critical component to helping families recover from the effects of COVID-19
- Activities to help reach this goal include, but are not limited to:
1. Developing a shared vision with cross-sector agency leaders about what it means to have a seamless system of support for families with home visiting as a critical component
 2. Identifying and addressing any local barriers to achieving a comprehensive, integrated, early childhood development and family support system that supports family and child well-being during crisis situations and through recovery
 3. Reaching and codifying agreements with agency leaders about cross-sector policies, processes, and methods of communication to support cross-referral and information sharing and about families using services across multiple systems

California Home Visiting Network

Critical to systems recovery from the COVID-19 pandemic is the opportunity for counties to learn from one another and rebuild the state system of family supports as it recovers and rebuilds from the crisis. In addition to the coordination activities, HVC-funded counties – both lead agencies and collaborating partners – should plan to participate in a statewide network meeting (one during the Agreement period) and ongoing virtual and face-to-face learning collaboratives and regional network meetings. These meetings and learning opportunities are designed to problem-solve ways to improve coordination of local home visiting programs, braid multiple funding streams, and integrate home visiting into early childhood development and family support systems to maximize the number of families served through evidence-based home visiting. These efforts and outcomes are imperative during the recovery period, which is likely to remain a concern for months and years into the future.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Area Agreement)

1. Budget

For services satisfactorily rendered and upon receipt and approval of the invoices, First 5 California agrees to compensate the contractor for actual expenditures incurred in accordance with the rates specified in Exhibit B, Attachment B-2, which is attached as part of this Agreement and incorporated by reference.

2. Payment

- A. Payments will be made semi-annually in arrears based on services provided and actual costs incurred.
- B. Payments made to the contractor under this Agreement are inclusive of all costs such as direct labor, operating overhead, travel and subsistence, subcontracting services, all taxes, fees, bonds, and insurance. The contractor shall not receive additional compensation for reimbursement of such costs and shall not decrease work as compensation. Any services not included in the budget will not be reimbursed.

3. Invoicing

- A. Invoices shall include the following:
 - “Bill To” name and address
 - “Payable To” name and address
 - Agreement number
 - Invoice number
 - Date of invoice
 - Period the invoice covers
 - Service and Deliverable Description, including dates of delivery and/or completion
 - Contractor’s hourly rates by individual and number of hours worked during the invoice reporting period
 - Other permissible expenses identified in the Budget, including travel, materials, etc.
 - Subcontractor expenses, by subcontractor
 - Documentation, including, but not limited to, timesheets, payroll or other documentation for labor, receipts for travel expenditures and other expenses,

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Area Agreement)

and subcontractor invoices; and/or other documentation requested by the Contract Manager or their designee.

- B. Invoices shall be submitted semi-annually in arrears to:

Online Home Visiting Application in the First 5 California Data Hub

In the unlikely event of an outage, invoices shall be sent to:

First 5 California
Attention: Accounting Services
2389 Gateway Oaks Drive, Suite 260
Sacramento, CA 95833-4270
Invoices@ccfc.ca.gov

- C. If the contractor has more than one Agreement with First 5 California, the contractor must properly identify the Agreement with the name and number of the respective contract, and submit proper documentation with each invoice for charges incurred, listing services and costs for each charge specific to said contract.
- D. First 5 California will honor cash discounts and will make payment to the contractor in accordance with the cash discount terms specified on the invoice, or when applicable, as provided in Exhibit B, Attachment B2. If a cash discount is offered on both the invoice and Cost Sheet, First 5 California shall apply the greatest discount offered, provided requirements of the Agreement have been met. Discounts must be a minimum of one-half of one percent of the amount due, but not less than \$5.00 (SAM 8113).
- E. First 5 California contract manager or designee may reasonably require additional supporting documentation, based on verifiable financial records, prior to approval of an invoice for payment. Contractor will make such documentation available on request by the First 5 California contract manager or designee.
- F. Payment of any invoice will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed invoice detailing all the charges and expenses. Failure to provide the above dash described information May result in return of the invoice to the contractor. Payment may be

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Area Agreement)

withheld until the required information is provided. All invoices must be approved by the First 5 California contract manager prior to releasing payment.

- G. If an invoice is disputed, the contractor will be notified within seven (7) working days of receipt of the invoice. The contractor will be informed of the reason for the dispute and the disposition of the invoice. If the invoice is corrected, notification will be verbal and will not stop the payment process. However, if the invoice is unacceptable and cannot be processed, the issuance of a written dispute will stop the clock for prompt payment, and processing will not be restarted until the corrected invoice is returned to First 5 California.
- H. The contractor is required to mark "Final Invoice" on the last invoice to be submitted to First 5 California for payment. If no final invoice is received within 180 calendar days after the termination of the Agreement or expiration of the Agreement by its own terms, the contractor waives the right to receive any further payments under this Agreement.

The contractor must submit with the Final Invoice for this Agreement a signed Contractor's Release Form provided by First 5 California.

- I. In accordance with the Home Visiting (HVC) Coordination Request for Applications (RFA), the Fiscal Lead Agency must maintain accurate fiscal data, in accordance with generally accepted accounting principles and standards for governmental entities, and report actual expenditures by category as approved on the Lead Agency's HVC Funding Annual Budget All invoices or claims must be substantiated by adequate supporting documentation and based on verifiable financial records.

4. Budget Line Item Changes

Change of costs by category set forth in Exhibit B, Attachment B2 that result in adjustments of more than 10 percent (10%) in any budget line category as set forth in Exhibit B, Attachment B2, must be requested in writing and approved by the First 5 California contract manager.

5. Budget Contingency Clause

- A. This Agreement is valid and enforceable only if sufficient funds are available in the appropriate account of the California Children and Families Trust Fund with

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Area Agreement)

which to carry out the purposes of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature, or any statute enacted by the Legislature, that may affect the provisions, terms, or funding of this Agreement in any manner.

- B. The contractor understands and agrees that this Agreement is subject to the condition that sufficient funds are available in the appropriate account of the California Children and Family Trust Fund. If sufficient funds are not available in the appropriate account of the California Children and Families Trust Fund, this Agreement shall be invalid and of no further force and effect. In this event, the State of California and/or First 5 California shall have no liability to pay any funds whatsoever to the contractor, or to furnish any other considerations under this Agreement and the contractor shall not be obligated to perform any provisions of this Agreement.

6. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code section 927 et seq.

7. Overpayment Provision

If it is determined that an overpayment has been made to the contractor, First 5 California will seek immediate recovery upon discovery of overpayment by (a) written request to the contractor for a refund of the overpayment amount within thirty (30) days after receipt of notice; or (b) offset subsequent contractor payments by the amount of the overpayment if the contractor repayment is not received within thirty (30) days from the notice.

8. Travel Reimbursement

First 5 California agrees to reimburse authorized travel and per diem expenses incurred in the performance of this Agreement. The contractor shall be reimbursed at State rates. Travel expenditures will be reimbursed at the State rate in accordance with current California Department of Human Resources (CalHR), provisions related to CalHR Rules for Excluded Employees. Travel expenditures must be itemized and submitted, coupled with receipts and expense documentation on a State of California Travel Expense Claim Form STD. 262, or an alternative form approved by First 5 California.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Area Agreement)

First 5 California will NOT reimburse out-of-state travel without PRIOR written authorization from First 5 California. Any invoice submitted without the required travel expenditure documentation may be returned to the contractor for further processing. Failure of the contractor to provide required documentation of travel expenditures and report travel expenditures on the required form may preclude First 5 California from approving and reimbursing travel expenses.

CalHR travel rate provisions and the required travel expense claim form are accessible at the following website addresses:

- <http://www.calhr.ca.gov/employees/Pages/travel-rules-excluded.aspx>
(CalHR Rules for Excluded Employees)
- <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std262.pdf>
(Travel Expense Claim Form)

9. Consultant – Staff Expenses

The contractor represents it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any California governmental entity.

Salaries of personnel who are providing services for more than one contract must be charged to each contract on a proportional basis and are only allowable for the time the employee is assigned to *this* Agreement.

Home Visiting Coordination Funding Budget Fiscal Years 2020-2021 and 2021-2022

Home Visiting Coordination Funding
First 5 Solano County
Agreement No. LAA CFF HV 2020-48
Exhibit B, Attachment B-2
Page 1 of 1

Fiscal Lead Agency:	First 5 Solano
Agency Address:	3375 Sonoma Blvd., Ste. 30
City, Zip Code:	Vallejo, CA 94590
Fiscal Lead Agency Contact:	Michele Harris
Phone Number:	707-784-1340
Email:	mdharris@solanocounty.com

Budget Category	FY 2020-2021	FY 2021-2022	Total
A. PERSONNEL			
Salaries	\$ 40,827.00	\$ 50,462.00	\$ 91,289.00
Benefits	\$ 19,273.00	\$ 24,222.00	\$ 43,495.00
Total Personnel	\$ 60,100.00	\$ 74,684.00	\$ 134,784.00
B. OPERATING			
Materials and Supplies		\$ 995.00	\$ 995.00
Travel		\$ 1,000.00	\$ 1,000.00
Equipment		\$ -	\$ -
Incentives/Stipends		\$ 1,300.00	\$ 1,300.00
Contractual	\$ 39,900.00	\$ 6,307.00	\$ 46,207.00
Other		\$ 2,670.00	\$ 2,670.00
Total Operations	\$ 39,900.00	\$ 12,272.00	\$ 52,172.00
C. TOTALS			
Total Direct Costs (A+B)	\$ 100,000.00	\$ 86,956.00	\$ 186,956.00
Indirect Cost Rate (not to exceed 15%)	0%	15%	\$ -
Total Indirect Costs	\$ -	\$ 13,044.00	\$ 13,044.00
Total Funds	\$ 100,000.00	\$ 100,000.00	\$ 200,000.00
D. TOTAL MATCH FUNDS (if applicable)	\$ 100,122.00	\$ 102,075.00	\$ 202,197.00

EXHIBIT B, ATTACHMENT B-3

Home Visiting Coordination Funding Budget Narrative

County: Solano

Fiscal Lead Agency: First 5 Solano

A. Personnel

Total Personnel (Salaries + Benefits)

2020–2021	2021–2022	Total
\$ 60,100.00	\$ 74,684.00	\$ 134,784.00

1. Salaries

2020–2021	2021–2022	Total
\$ 40,827.00	\$ 50,462.00	\$ 91,289.00

Year 1 & 2 Salary: Project Manager, Solano County Health & Social Services @ .5 FTE

Project Mgr Salary (FY2020/21) = $(\$97,985/12 \times 10 \text{ months}) \times 0.5 = \$40,827.00$

Project Mgr Salary (FY2021/22) = $(\$97,985 \times 1.03) \times 0.5 = \$50,462.00$

2. Benefits

2020–2021	2021–2022	Total
\$ 19,273.00	\$ 24,222.00	\$ 43,495.00

Year 1 & 2 Benefits: Project Manager, Solano County Health & Social Services

B. Operations

Total Operations (sum of 1 – 6)

2020–2021	2021–2022	Total
\$ 39,900.00	\$ 12,272.00	\$ 52,172.00

1. Materials and Supplies

2020–2021	2021–2022	Total
-----------	-----------	-------

\$ 0.00	\$ 995.00	\$ 995.00
---------	-----------	-----------

General office supplies (toner, paper/copier distribution)

2. Travel

2020–2021	2021–2022	Total
\$ 0.00	\$ 1,000.00	\$ 1,000.00

Mileage to/from meetings related to the HVC collaborative which include the statewide network meeting and ongoing learning collaborative meetings. Assumed mileage rate for FY2021/22 is 57.5 cents per mile drive for business use (approximately 1,700 miles).

3. Equipment

2020–2021	2021–2022	Total
\$ 0.00	\$ 0.00	\$ 0.00

N/A

4. Incentives

2020–2021	2021–2022	Total
\$ 0.00	\$ 1,300.00	\$ 1,300.00

For families who provide strategic feedback towards the implementation of the action plan. Feedback from families can strengthen coordination services for family and early childhood support services.

5. Contractual

2020–2021	2021–2022	Total
\$ 39,900.00	\$ 6,307.00	\$ 46,207.00

Consulting services to provide the following:
Year 1 – Planning and facilitation with community partners to review purpose and approach of project, Completion of environmental scan and system of care evaluation, Creation of action plan with menu of recommended strategies to

improve the home visiting system in the county, including how to respond to effects of COVID-19. Year 1 consultant fees not to exceed \$39,900.00.
Year 2 – Provide technical assistance during first year of integration for project feedback, goal alignment, and continued strategic planning. Year 2 consultant fees not to exceed \$6,307.00.

6. Other

2020–2021	2021–2022	Total
\$ 0.00	\$ 2,670.00	\$ 2,670.00

Other: Reproduction of outreach materials, capacity training for home visitors and their supervisors such as implicit bias training, language translation services of outreach materials to potential collaborating partners.

C. Match Funds

2020–2021	2021–2022	Total
\$ 100,122.00	\$ 102,075.00	\$ 202,197.00

In-Kind Match Funds 2020/21

Personnel:

First 5 Program Manager @ .2 FTE	= \$19,054
First 5 Executive Director @ .05 FTE	= \$ 7,247
MCAH Director @ .1 FTE	= \$14,069
2 Exec Directors/Community based agencies	= \$24,400
Benefits for First 5 & MCAH personnel	= \$19,377
Total	= \$84,147

Operations:

Facilities use – First 5 Center	= \$ 1,200
Marketing – one ad per year on media platforms	= \$ 2,208
Contractual – 10% of evaluation to ensure meeting obligations and assess efficacy	= \$ 4,300
Total	= \$ 7,708

Total Direct Costs (in-kind match): Total = \$91,855

Indirect Costs:

First 5 Solano indirect @ 9% (in-kind match) Total = \$ 8,267

FY2020/21 TOTAL IN-KIND MATCH FUNDS:		= \$100,122
In-Kind Match Funds 2021/22		
Personnel:		
First 5 Program Manager @ .2 FTE	= \$19,625	
First 5 Executive Director @ .05 FTE	= \$ 7,464	
MCAH Director @ .1 FTE	= \$14,491	
2 Exec Directors/Community based agencies	= \$24,400	
Benefits for First 5 & MCAH personnel	= \$19,959	
Total	= \$85,939	
Operations:		
Facilities use – First 5 Center	= \$ 1,200	
Marketing – one ad per year on media platforms	= \$ 2,208	
Contractual – 10% of evaluation to ensure meeting obligations and assess efficacy	= \$ 4,300	
Total	= \$ 7,708	
Total Direct Costs (in-kind match):	Total	= \$93,647
Indirect Costs:		
First 5 Solano indirect @ 9% (in-kind match)	Total	= \$ 8,428
FY2021/22 TOTAL IN-KIND MATCH FUNDS:		= \$102,075

D. Totals

Funding Category	Total FY 2020-2021	Total FY 2021-2022	Grand Total
Total Personnel	\$ 60,100.00	\$ 74,684.00	\$ 134,784.00
Total Operations	\$ 39,900.00	\$ 12,272.00	\$ 52,172.00
Total Direct Costs	\$ 100,000.00	\$ 86,956.00	\$ 186,956.00
Indirect Cost Rate (not to exceed 15%)	0%	15%	Click here to enter %.
Indirect Costs	\$ 0.00	\$ 13,044.00	\$ 13,044.00
Total First 5 Funds	\$ 100,000.00	\$ 100,000.00	\$ 200,000.00
Total Matching Funds	\$ 100,122.00	\$ 102,075.00	\$ 202,197.00

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

1. Printing

The Contractor will contact First 5 California regarding all print jobs. First 5 California will contact the Office of State Publishing (OSP) for a print job quote or a print job exemption.

2. Iran Contracting Act

Public Contract Code (PCC) section 2202 et seq., the Iran Contracting Act of 2010, establishes restrictions against contracting with vendors that provide specified levels of goods or services or other investment activities, as defined, in the energy sector of Iran. The Act requires that the Department of General Services (DGS) post a list of persons determined to fall within the Act's prohibitions, and to update the list every 180 days. Agencies receiving bids or proposals, or entering or renewing contracts valued at \$1 million or more must obtain a certification from the vendor certifying they are not on the list and are not a financial institution extending credit to an ineligible vendor on the list. Agencies should independently check the DGS list to verify the certification. (PCC section 2204.) The Act includes certain exceptions. (PCC section 2203(c).)

3. Resolution of Disputes

First 5 California shall be the sole judge of the acceptability of all work performed by the Contractor. Should the work performed by the Contractor fail to meet the minimum First 5 California conditions, requirements, or other applicable standards, specifications, or guidelines, the following resolution process shall be employed:

- (a) The First 5 California contract manager shall notify the Contractor in writing within fifteen (15) business days after any acceptance issues by identifying the specific inadequacies and/or failures in the services performed by the Contractor.
- (b) The Contractor shall, within five (5) business days after initial issue notification, respond to the First 5 California contract manager by submitting a detailed explanation describing precisely how the identified services actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services. Failure by the Contractor to respond to the First 5 California contract manager's initial issue notification within the required time limits may result in immediate contract termination. In the event of such termination, First 5 California shall pay all amounts due to the Contractor for all work accepted prior to termination.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

- (c) First 5 California shall, within five (5) business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If First 5 California rejects the explanation and/or plan, the Contractor shall submit a revised corrective action plan within three (3) business days of notification of rejection. Failure by the Contractor to respond to the First 5 California notification of rejection by submitting a revised corrective action plan within the required time limit may result in immediate contract termination. In the event of such termination, First 5 California shall pay all amounts due to the Contractor for all work accepted prior to termination with proper documentation.
- (d) First 5 California shall, within three (3) business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan shall result in immediate contract termination. In the event of such termination, First 5 California shall pay all amounts due to the Contractor for all work accepted prior to termination.

4. Subcontractors, Independent Consultants, and Vendors

- A. As used in this Agreement, the terms "subcontractor" and "independent consultant" shall include any individual or entity that enters into a written subcontract with the Contractor for performance of any part of this Agreement.
- B. No portion of the work under this Agreement may be subcontracted by the Contractor without the express written consent of First 5 California. If requested by the Contract Manager or their designee, the Contractor shall submit to the First 5 California contract manager the final written subcontract and the subcontractor's and/or independent consultant's Conflict of Interest Certificate prior to commencing work under the subcontract. At its discretion, First 5 California may approve commencement of work by a subcontractor and/or independent consultant prior to receipt of these documents, but such approval shall be contingent upon the review and approval of the final written subcontract and the subcontractor's and/or independent consultant's Conflict of Interest Certificate within five (5) business days of commencement of work.

If a subcontractor's and/or independent consultant's final written subcontract and Conflict of Interest Certificate were included with the materials submitted by a successful bidder pursuant to a competitive bid process, no additional written

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

approval of that subcontractor and/or independent consultant is required, absent material change in the subcontract's terms, or the scope or nature of work to be performed by the subcontractor and/or independent consultant.

It is the Contractor's responsibility to promptly alert First 5 California to any material changes, as described above, in any subcontractor's and/or independent consultant's responsibilities or subcontract.

- C. No subcontract entered into by the Contractor under this Agreement shall in any way release the Contractor from any term or provision of this Agreement.

5. Potential Subcontractors and Independent Consultants

Nothing contained in this Agreement or otherwise shall create a contractual relation between the State and any subcontractors and/or independent consultants, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and/or independent consultants, and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors and/or independent consultants is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor and/or independent consultant.

6. Substitution of Disabled Veteran Business Enterprise Subcontractors

In the event this Agreement was awarded based on a commitment to subcontract a portion of the total amount of the Agreement to a DVBE identified in the bid or offer, per Military and Veterans Code (M&VC) section 999.5 (e), the Contractor's DVBE subcontractor may replace or substitute the DVBE subcontractor only with another DVBE subcontractor. This shall require the approval of First 5 California prior to commencement of subcontract services. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer that are approved for DVBE substitutions by First 5 California will be documented by a contract amendment.

Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under right and remedies due to the State, and penalties as outlined in M&VC section 999.9; or PCC section 10115.10.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

7. DVBE Participation Reports

The Contractor shall submit DVBE Participation Reports twice a year during the month of January and July for the term of the Agreement to the First 5 California contract manager. The reports shall certify the following:

- A. The total amount the prime Contractor received under the Agreement.
- B. The name and address of the DVBE(s) that participated in the performance of the Agreement.
- C. The amount each DVBE received from the Contractor.
- D. Certification that all payments under the Agreement have been made to the DVBE(s).
- E. The actual percentage of DVBE participation that was achieved.

A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation as defined in M&VC section 999.5(d).

8. Amendments

- A. This Agreement may be amended only by mutual written consent of the parties signed by each party's authorized representative or his/her designee or successor. No alternative or variation of the terms of this Agreement will be valid or binding unless so made and no prior oral understanding or agreement not incorporated herein is binding on any of the parties hereto.
- B. If this Agreement was awarded with a commitment to subcontract a percentage of the total amount of the Agreement to a DVBE and it is amended during the term to increase the total amount of the Agreement, the Contractor shall certify that the percentage specified to be subcontracted in the DVBE Worksheets shall be applied to the amended dollars.
- C. This Agreement may be amended to extend the term if it is determined to be in the best interest of the State. Upon signing the amendment, the Contractor hereby agrees to provide services for the extended period at the rates and terms specified in the original Agreement, or any subsequent amendment.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

9. Confidentiality

- A. All data and information related to First 5 California operations, which are designated confidential by First 5 California or developed by the Contractor and deemed confidential by First 5 California, shall be properly safeguarded and protected by the Contractor from unauthorized use and disclosure. At a minimum, during non-working hours, First 5 California paper and/or electronic documents, reference materials, or any materials related thereto shall be kept in a locked, secure place. All electronic data shall be password protected and secure at all times.
- B. The Contractor and its employees are hereby considered agents only for confidential data purposes and will be liable under the state and federal statutes for unauthorized disclosures. In the event of subcontracting, the subcontractor and/or independent consultant, and its employees will also be considered agents only for confidential data purposes, and will be held liable under said state and federal statutes.
- C. The Contractor and all subcontractors and/or independent consultants shall immediately notify First 5 California of any request from a third party for disclosure of any information relating to this Agreement, including, but not limited to, subpoena, deposition proceedings, public records request, court order, or other legal action. Unless the First 5 California contract manager authorizes the disclosure of the information in writing, the Contractor and all subcontractors and/or independent consultants shall use every means, to the maximum extent permitted by law and at no cost to the State, to protect the information from disclosure.

10. Lobbying, Political Activities, and Politicians

- A. The Contractor shall not use Agreement funds for direct or indirect lobbying.
 - (1) Direct lobbying, for the purposes of this Agreement, is defined as any explicit attempt to promote a yes or no vote on a specific piece of legislation, local ordinance or ballot measure through any oral, written or other form of communication with any member or employee of a legislative body, or any government official or employee who participates in the formulation of, or decision-making regarding that specific piece of legislation, local ordinance, or ballot measure.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

- (2) Indirect lobbying, for the purposes of this Agreement, is defined as any oral or written communication to the general public or any segment of the general population which explicitly attempts to promote a yes or no vote on a specific piece of legislation, local ordinance, or ballot measure by encouraging the recipients of the communication to attempt to influence a legislator or an employee of a legislative body or any other government official or employee who participates in the formulation of, or decision-making regarding that legislation, local ordinance, or ballot measure.
- B. The Contractor shall not use Agreement funds to promote a yes or no vote on a ballot measure.
- C. The Contractor shall not use Agreement funds to promote, directly or indirectly, any candidate for an elective public office.
- D. The Contractor and its subcontractors and/or independent consultants shall not feature the image or voice of any elected public official or candidate for public office, nor shall the Contractor and its subcontractors directly represent the views of any elected public official or candidate for public office, in any work generated by this Agreement.

11. Termination for Convenience

First 5 California retains the option to terminate this Agreement without cause at First 5 California's convenience, provided that written notice has been delivered to the Contractor at least thirty (30) calendar days prior to such termination date. If First 5 California terminates this Agreement at its convenience, the Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided and its expenses necessarily incurred pursuant to this Agreement, up to the date when notice of termination is received by the Contractor (hereinafter referred to as "the notice date"). In such event, at the request of First 5 California, the Contractor shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Agreement, whether finished or the work is in progress on the termination date. The Contractor will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to the Agreement after the notice date, unless the Contractor receives written advance approval from the State. Any services or deliverables for which the Contractor is paid which are provided

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

according to the procedures in this paragraph shall become the property of First 5 California.

12. Termination without Cause

First 5 California reserves the right to terminate this Agreement subject to thirty (30) calendar day's written notice to the Contractor. Any termination shall be effected by written notice to the Contractor, either hand-delivered or sent certified mail, return receipt requested. The notice of termination shall specify the effective date of termination.

Upon receipt of notice of termination, and except as otherwise directed in the notice, the Contractor shall:

- A. Stop work on the date specified in the notice.
- B. Place no further orders or enter into any further subcontracts for materials, services, or facilities except as necessary to complete work under the Agreement up to the effective date of termination.
- C. Terminate all orders and subcontracts.
- D. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including, but not limited to, reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts.
- E. Deliver or make available to First 5 California all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the Contractor under this Agreement, whether completed, partially completed, or in progress.
- F. The Contractor shall transfer, assign, and make available to First 5 California all property and materials belonging to First 5 California, all rights and claims to any and all reservations, agreements, and arrangements with owners of media/public relations (PR) materials, or others and shall make available to First 5 California all written information regarding First 5 California's media/PR materials, and no extra compensation is to be paid to Contractor for its services in connection with any such transfer or assignment.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

In the event of termination, an equitable adjustment shall be made by First 5 California based upon a written request by the Contractor within thirty (30) calendar days from the date of the notice of termination. Such adjustment shall include reasonable compensation for all services rendered, materials supplied, and expenses incurred pursuant to this Agreement prior to the effective date of termination.

13. Responsibilities Upon Termination

After receipt of notification of termination of this Agreement, and except as otherwise specified by the State, the Contractor shall stop work under this Agreement on the date specified in the written notice of termination. The Contractor shall do all of the following:

- A. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated.
- B. Assign to the State, effective on the date of termination, in the manner, and to the extent specified by the State all of the rights, titles, and interests for the Contractor under the orders and subcontracts terminated, in which case the State has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts and reduce any settlement amount determined by the amount paid for such orders or subcontracts.
- C. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent the State may require. The State's approval or ratification shall be final for the purposes of this section.
- D. Upon the effective date of termination of the Agreement and payment of all items properly chargeable to the State hereunder, the Contractor shall transfer, assign, and make available to the State all property and materials belonging to the State and no extra compensation is to be paid to the Contractor for its services in connection with any such transfer or assignment.
- E. Take such action as may be necessary, or as the State may specify, to protect and preserve any property related to this Agreement that is in the possession of the Contractor and in which the State has or may acquire an interest.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

14. Insurance Requirement

The Contractor hereby represents and warrants that the Contractor is currently, and shall for the duration of this Agreement, including any extension in the term, be insured against commercial property, commercial general, workers compensation, and employee dishonesty insurance. The Contractor agrees to carry a minimum coverage of \$5,500,000 for commercial property with special form coverage and no co-insurance. Commercial general liability with a limit of no less than \$1,000,000 per occurrence. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal injury, advertising injury and all liability assumed under and insured contract. Employee dishonesty insurance with a limit of no less than \$100,000 per loss. Both the commercial property and employee dishonesty policies shall name First 5 California as loss payee. The Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required. The Contractor shall provide a waiver of subrogation in favor of the State for the workers' compensation policy. The Contractor shall be responsible for any deductibles included in the insurance policies.

The certificate of insurance must include the following provisions:

- First 5 California must be named as the "Certificate Holder" as follows:

State of California
First 5 California
2389 Gateway Oaks Drive, Suite 260
Sacramento, CA 95833-4270

- The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State.
- Place the language as stated below in the "Description" section:

"The State of California, its officers, agents, employees, and servants are hereby named as additional insured, but only with respect to work performed for the State of California."

The Contractor agrees that the liability insurance herein provided for shall be in

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

effect at all times during the term of this Agreement. If insurance coverage expires at any time during the term of this Agreement, the Contractor agrees to provide, at least thirty (30) calendar days before said expiration date, a new Certificate of Insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement or for a period of not less than one (1) year. New Certificates of Insurance may be subject to the approval of the DGS, Office of Risk and Insurance Management. The Contractor agrees that no work or services shall be performed prior to such approval. The State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

Such coverage(s) as referenced herein shall be a condition of First 5 California's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, the Contractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by the Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State does not convey any rights or privileges to First 5 California. It does, however, serve to provide the State with proof that the Contractor is insured up to the required minimums, as required by the State. First 5 California and DGS reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of DGS. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State reserves the right to terminate this Agreement and seek any other remedies afforded by the laws of this State.

15. Information Security Incidents

The Contractor agrees to notify the First 5 California contract manager, in writing via e-mail, of any use or disclosure of information not provided for by this Agreement of which it becomes aware, within three (3) working days of initial detection. Written reports of information security incidents shall contain information on the incident (e.g., hacking, virus, theft), description of the information that was compromised and classification of the information (e.g., confidential, sensitive, personal). The system or device affected by an information security incident shall be removed from operation immediately. It shall remain removed from operation until correction and mitigation measures have been applied.

16. News Release and Publicity

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

The Contractor shall not issue any news release or make any statement to the news media regarding the products or materials created pursuant to this Agreement, operational procedures of this Agreement, the meetings or decisions related to this Agreement, or to the status of work related to this Agreement without prior written approval of First 5 California.

17. Recycled Project Content

A minimum of 30% recycled paper and/or cardboard only must be used, unless proposed job (e.g., printing) cannot be done on recycled materials. The Contractor must also certify in writing, upon completion of performance under the Agreement, the exact percentage of post-consumer or secondary materials (paper, plastic, metal, cardboard) provided or used in the services provided under the Agreement.

The certification shall be provided regardless of content, even if the product contains no recycled material. This certification must be signed under penalty of perjury. The Contractor may use and request Form CIWMB 74 from the First 5 California contract manager for certification purposes.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
-------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Executed in the County of	Executed in the State of
---------------------------	--------------------------

Date Executed

Darfur Contracting Act

Pursuant to Public Contract Code (PCC) section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in PCC section 10476.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph No. 1 or Paragraph No. 2, or via initials and certification for Paragraph No. 3):

<i>Company/Vendor Name (Printed):</i>	<i>Federal ID Number:</i>
<i>Printed Name and Title of Person Initialing (for Options 1 or 2):</i>	

1. _____ We do not currently have, and have not had within the previous three years, business activities
Initials _____ or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in PCC section 10476, but we have received written
Initials _____ permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to PCC section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. _____ We currently have, or we have had within the previous three years, business activities or other
Initials _____ operations outside of the United States, but we certify below that we are not a scrutinized company as defined in PCC section 10476.

CERTIFICATION FOR NO. 3

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in No. 3. This certification is made under the laws of the State of California.

<i>By (Authorized Signature):</i>	
<i>Printed Name and Title of Person Signing:</i>	
<i>Date Executed:</i>	<i>Executed in the County and State of:</i>

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

VOLUNTARY STATISTICAL DATA SHEET

Information to be used for reporting purposes only

Public Contract Code 10111 requires state agencies to capture information on ethnicity, race and gender (ERG) of business owners on all awarded contracts and procurements to the extent that the information has been voluntarily reported to the department. The awarding department is prohibited from using this data to discriminate or provide a preference in the solicitation or acceptance of bids, quotes, or estimates for goods, services, construction and/or information technology. This information shall not be collected until after the contract award is made. The completion of this form is **strictly voluntary**.

The data you provide on this form should best describe the *ownership of your business*. Ownership of a business should be determined as follows:

- For a business that is a sole proprietorship, partnership, corporation, or joint venture at least 51 percent is owned by one or more individuals in a classification designated below or, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more individuals in a designated classification, or
- For other business entities, the owner is the person controlling management and daily operations and who “owns” the business.

For purposes of this report, respond only if the business has its home office in the United States and which is not a branch or subsidiary of a foreign corporation, firm, or other business.

Ethnicity/Minority Classification – As defined in Public Contract Code Section 2051 (c)

- ☐ **Asian-Indian** – a person whose origins are from India, Pakistan, or Bangladesh.
- ☐ **Black** – a person having origins in any of the Black racial groups of Africa.
- ☐ **Hispanic** – a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race.
- ☐ **Native American** – an American Indian, Eskimo, Aleut, or Native Hawaiian.
- ☐ **Pacific Asian** – a person whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, or the United States Trust Territories of the Pacific including the Northern Marianas
- ☐ **Other** – Any other group of natural persons identified as minorities in the respective project specifications of an awarding department or participating local agency.

Race Classification – As defined by the Office of Management and Budget, Federal Register Notice, October 30, 1997, at <https://www.whitehouse.gov/wp-content/uploads/2017/11/Revisions-to-the-Standards-for-the-Classification-of-Federal-Data-on-Race-and-Ethnicity-October30-1997.pdf>

- ☐ American Indian or Alaska Native
- ☐ Asian
- ☐ Black or African American
- ☐ Native Hawaiian or Other Pacific Islander
- ☐ White
- ☐ Other

Gender Classification

- ☐ Female
- ☐ Male
- ☐ Transgender

Sexual Orientation Classification – As defined by Public Contract Code 10111(f)

- ☐ Lesbian
- ☐ Gay
- ☐ Bisexual

ITEMS BELOW TO BE COMPLETED BY STATE AGENCY/DEPARTMENT ONLY

- ☐ Goods
- ☒ Services
- ☐ Construction

Total Contract Purchase: \$ 200,000.00

Contract Award Date: 07/17/2020



Solano County

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

Agenda Submittal

Agenda #:	13	Status:	Consent Calendar
Type:	Contract	Department:	Health and Social Services
File #:	20-692	Contact:	Gerald Huber, 784-8400
Agenda date:	10/06/2020	Final Action:	
Title:	Approve a contract with Innovative Health Solutions for \$84,840 to provide nutrition education services from October 1, 2020 through September 30, 2021; and Authorize the County Administrator to execute the contract		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Contract		

Date:	Ver.	Action By:	Action:	Result:
-------	------	------------	---------	---------

Published Notice Required? Yes ___ No X
Public Hearing Required? Yes ___ No X

DEPARTMENTAL RECOMMENDATION:

The Department of Health & Social Services recommends the Board of Supervisors approve a contract with Innovative Health Solutions for \$84,840 to provide nutrition education services from October 1, 2020 through September 30, 2021; and authorize the County Administrator to execute the contract.

SUMMARY/DISCUSSION:

CalFresh is the California implementation of the federal Supplemental Nutrition Assistance Program (SNAP) funded by the U.S. Department of Agriculture (USDA). On September 1, 2020, the Board of Supervisors approved acceptance of the federal FY2020/21 revenue contract for \$94,266 with the California Department of Aging to distribute CalFresh Healthy Living federal revenues for the provision of CalFresh Healthy Living services through the Napa/Solano Area Agency on Aging, Planning and Services Area (PSA) 28. The CalFresh services included in the contract with Innovative Health Solutions for \$84,840 provide evidenced-based nutrition education classes to Napa and Solano Counties' seniors.

FINANCIAL IMPACT:

The funding received from the California Department of Aging for CalFresh Healthy Living services to be distributed for the period of October 1, 2020 through September 30, 2021 is \$94,266, of which \$84,840 of these funds will be allocated to cover the cost of contracted services with Innovative Health Solutions and the remaining \$9,426 is for administration costs.

The costs associated with preparing this agenda item are nominal and are included in the Department's FY2020/21 Adopted Budget.

ALTERNATIVES:

The Board may choose to not approve this contract. This is not recommended because approving this contract will allow the Napa/Solano Area Agency on Aging to provide needed services to seniors.

OTHER AGENCY INVOLVEMENT:

Napa/Solano Area Agency on Aging staff, Napa/Solano Area Agency on Aging Oversight Board, and Napa/Solano Advisory Council on Aging were involved in the development of this agenda item.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



County of Solano Standard Contract

For County Use Only
CONTRACT NUMBER:
SP-2021-12
Dept., Division, FY, #)
H&SS, AAA
BUDGET ACCOUNT:
2162
SUBJECT ACCOUNT:
3153

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

Innovative Health Solutions

CONTRACTOR'S NAME

2. The Term of this Contract is:

10/1/2020 to 9/30/2021

3. The maximum amount of this Contract is:

\$ 84,840

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


Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on October 6, 2020.

CONTRACTOR	COUNTY OF SOLANO
Innovative Health Solutions CONTRACTOR'S NAME	
<u>Norma Lisenko</u>  09/16/2020 10:14 PM EDT SIGNATURE	<u>Birgitta E. Corsello</u> DATED <u>County Administrator</u> TITLE
<u>Norma Lisenko, CFO</u> PRINTED NAME AND TITLE	<u>275 Beck Ave.</u> ADDRESS
<u>180 Olive Branch Court</u> ADDRESS	<u>Fairfield</u> <u>CA</u> <u>94533</u> CITY STATE ZIP CODE
<u>Benicia,</u> <u>CA</u> <u>94510</u> CITY STATE ZIP CODE	Approved as to Content: <u>Gerald Huber</u>  DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form: <u>Ryan Fitzgerald</u>  COUNTY COUNSEL, DEPUTY

Rev. 1/09/08

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A **SCOPE OF WORK**

PROGRAM AREA: CalFresh Healthy Living (CFHL)

1. Program Overview:

The CFHL Program assists older adults to make healthy food choices and choose physically active lifestyles consistent with the Dietary Guidelines for Americans to promote health and prevent disease. The Program strives to increase participants' consumption of fruits and vegetables, increase physical activity, reduce time spent in sedentary behaviors, and maintain a healthy weight to reduce the risk of chronic disease. Policy, Systems, and Environmental change (PSE) strategies support healthy behavioral changes among older adults in the community.

2. California Department of Aging Service Category Definition:

The CFHL Program provides evidence-based nutrition education and obesity prevention services based on United States Department of Agriculture, Food and Nutrition Services guidance. 16 Area Agencies on Aging (AAAs) and their contracted providers offer CFHL interventions to low-income older adults, age 60 or older, at eligible sites including Title IIIC congregate nutrition sites and other venues meeting eligibility criteria. In addition to direct education, the CFHL program incorporates Policy, Systems, and Environmental change (PSE) approaches to deliver effective, evidence-based nutrition education and obesity prevention programs.

3. Program Eligibility:

The CalFresh eligible population comprises of:

- CalFresh recipients age 60 and older
- Individuals 60 or older, at or below 185 percent of the Federal Poverty Guidelines

Program sites must meet CFHL eligibility standards using 1 of 4 methodologies:

- Methodology 1 –
The site address must be within an eligible low-income census tract with greater than 50 percent of residents having incomes at or below 185 percent of the FPG
- Methodology 2 –
The setting is qualified based on the population it serves and not its physical location (e.g., public housing, Commodity Food Distribution sites, etc.)
- Methodology 3 –
Fifty percent of site participants must have incomes at or below 100 percent of the FPG as determined by income levels identified on intake forms
- Methodology 4 –
Fifty percent of site participants must have incomes at or below 185 percent of the FPG as determined by individual participant queries conducted at the meal site

4. General Program Requirements for All Services.

Contractor will:

- 4.1. Provide priority to low-income, socially isolated older adults with greatest economic and social need and to eligible minorities.
- 4.2. Report suspected abuse, neglect, or exploitation of program participants to Napa or Solano County Adult Protective Services and/or law enforcement.
- 4.3. Prevent disclosure of any information about the participant without written consent of the individual.
- 4.4. Comply with program standards, service priorities, and responsibilities consistent with statewide standards as they are released or identified by Napa/Solano Area Agency on Aging (N/S AAA) or state licensing body.
- 4.5. Funds must supplement and not supplant existing services to older adults and will build upon existing state-funded programs to the extent possible.

5. Location of Services:

- 5.1. Various locations throughout Napa and Solano counties as identified by service provider and qualified using the CalFresh Eligibility Standards and listed in the Integrated Work Plan on file with California Department of Aging.

6. Units of Service Requirements:

Contractor will:

- A. Provide nutrition education and obesity prevention activities based on approved evidence-based health promotion programs through CFHL interventions. Specific key messaging will include:
- 1) Increase physical activity and reduce time spent in sedentary behaviors as part of a healthy lifestyle;
 - 2) Maintain appropriate calorie balance;
 - 3) Make half your plate fruits and vegetables, at least half your grains whole grains, and switch to fat-free or low-fat milk and milk products.
- B. Conduct the following services in accordance with the California Department of Aging guidelines for CFHL. All activities must be conducted at pre-approved locations as described in the Integrated Work Plan for both Napa and Solano Counties.

Physical Activities:

- A. Conduct Tai Chi classes at 2 physical locations and 1 online platform:
1. Suisun Senior Center (outdoor class)- Total of 20 classes and 20 participants
 - i. Two 10-week sessions throughout the year
 2. Napa at Dry Creek Park (outdoor class)- Total of 20 classes and 20 participants
 - i. Two 10-week sessions throughout the year
 3. Unlimited online classes through an annual membership (free for participants) on MyTaiChiCourse.com to an unlimited number of Solano and Napa County participants. Expected minimum participation is 50 older adults. Recruit participants through the following partners:
Solano County:
 - i. Florence Douglas Senior Center
 - ii. Dixon Senior Center
 - iii. Fairfield Senior Center
 - iv. Benicia Senior Center
 - v. Ombudsman Services
 - vi. Alzheimer's Association
 - vii. Meals on Wheels
 - viii. Parkway Plaza Apartment
Napa County:
 - ix. American Canyon Senior Center
 - x. Rianda House
 - xi. Rohlffs Manor
 - xii. UpValley Family Center

Nutrition Education Activities:

- A. Outreach and recruitment of participants with the following partnerships in Solano and Napa counties:
1. Solano County
 - i. Florence Douglas Senior Center
 - ii. Dixon Senior Center

- iii. Fairfield Senior Center
- iv. Benicia Senior Center
- v. Ombudsman Services
- vi. Alzheimer's Association
- vii. Meals on Wheels
- viii. Parkway Plaza Apartment
- 2. Napa County
 - i. American Canyon Senior Center
 - ii. Rianda House
 - iii. Rohlffs Manor
 - iv. UpValley Family Center
- B. Provide 4-week Food Smarts sessions at 8 locations and a total of 80 participants.
 - 1. 6 Solano locations 60 participants
 - 2. 2 Napa locations 20 participants
- C. Promote 4 EatFresh.org YouTube Videos and 1 EatFresh.org Mini Course at 8 locations and a total of 80 participants.
 - 1. 6 Solano locations 60 participants
 - 2. 2 Napa locations 20 participants
- D. Host 4 Lunch and Learns at 4 locations to a total of 60 participants using the Choose Healthy Beverage curriculum.
 - 1. 3 locations in Solano County for a total of 45 participants
 - 2. 1 location in Napa County for a total of 15 participants
- E. Target low income older adults by providing outreach and promotion of programs through partnerships with organizations supporting low income residents.

Messaging:

- A. Publish monthly, health related messages and news articles using printed and electronic media at four locations:
 - 1. Rohlffs Manor: to 355 residents.
 - 2. American Canyon Senior Center (through Meals on Wheels): to 60 residents.
 - 3. Parkway Plaza Apartments: 100 residents.
 - 4. Florence Douglas Senior Center: 1100 members.
- B. Publish four health-related articles for seniors in the Vacaville Reporter, targeting 500 residents.
- C. Regularly attend different community meetings in both Napa and Solano Counties.
 - 1. Healthy Aging Population Initiative (HAPI)
 - 2. Napa Park Rx Coalition
 - 3. Napa Healthy Bodies Coalition
 - 4. Senior Coalition of Solano County
 - 5. Healthy Solano Collaborative
 - 6. Solano Moves Coalition
 - 7. Food Agriculture and Nutrition Network (FANNS)

Policy, Systems and Environmental Changes (PSE Activities)

- A. Congregate meal sites and other senior nutrition centers: Physical Activity (PA)
 - 1. In alignment with the Food Smarts curriculum, work with garden coordinators to provide opportunities to engage in daily quality physical activity using community gardens (specifically for older adult population).
 - 2. PRE: Assess current PA environment, implementation at site level, and program strength. Identify gaps or ways to strengthen current PA program.
 - 3. POST: Conduct post-assessment of PA program implementation. Solicit and assess feedback from site participants and site leadership/staff.

Training and Meetings:

- A. Participate in meetings with Integrated Work Plan members as needed.
- B. Participate in CFHL training meetings as needed.

7. Reporting Units of Service:

- 7.1. Data reported must be timely, complete, accurate, and verifiable. Outcomes must be measured using pre-approved methods for all direct client activities as described in the Integrated Work Plan.
- 7.2. Units of service are based on total program budget which depends on other funding sources in addition to the N/S AAA.
- 7.3. Activities will be reported to the N/S AAA on a monthly basis, utilizing the data collection software or forms supplied by the N/S AAA. Reports are due by the tenth of each month for activities of the previous month, i.e. activities occurring in July will be reported by August 10.
- 7.4. The contractor shall submit program performance reports in accordance with N/S AAA requirements and maintain sign-in sheets and back-up records for all activities as required by CFHL Integrated Work Plan.
- 7.5. Units of service will be reviewed monthly by N/S AAA staff. If at the end of the first quarter, the units of service are not within 10% of the planned number, a corrective action plan will be requested of the subcontractor. If at the end of the second quarter, the units of service are still not within 10% of the planned year to date number, the County retains the right to reallocate the funds for the contracted service.

8. Voluntary Donations/Program Income:

- 8.1. Provide each senior with the opportunity to voluntarily contribute to the cost of the service by developing a suggested contribution schedule.
Suggested contribution schedule or other documents provided to participants regarding donations or contributions shall be identified as “voluntary” and contain language that “no individual can be denied participation because of failure or inability to contribute”. Documents cannot include the words “bill, invoice or statement” or otherwise indicate or infer a contribution is required. The template for voluntary donations must be submitted to N/S AAA Program Manager within thirty (30) days of the contract’s start date. Any changes to this template must be communicated to N/S AAA Program Manager prior to use.
- 8.2. Protect the privacy of each senior with respect to contribution made. This privacy protection is to include establishing procedures to safeguard and account for all contributions. Procedures must be submitted to N/S AAA Program Manager within thirty (30) days of the contract’s start date.
- 8.3. Program income means revenue generated by the Contractor from contract-supported activities, including voluntary contributions received from a participant for services received. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated. See Exhibit B.

9. Contract Funding:

- 9.1. Agree not to use contract funds to pay the salary or expenses of any individual who is engaging in activities designed to influence legislation or appropriations pending before the Congress (22 CCR § 7364 (a) 2).
- 9.2. Comply with budget reduction in the event the service levels specified in Section 6 are not attained (22 CCR § 7364 (a) 3).

10. Service Compliance:

- 10.1. Ensure contract is in full contract compliance within 120 days of the beginning date of the contract. County shall evaluate the contractor's capacity to fulfill contract goals if full compliance by this time period has not occurred (22 CCR § 7364 (c)).
- 10.2. Comply with program standards, service priorities, and responsibilities consistent with statewide standards as they are released or identified by N/S AAA or state licensing body.

11. Service Changes:

Proposed changes affecting the provision of services such as changes in paid program staff, program structure/activities, hours/day(s) of service, site additions, site renovations, and temporary or permanent site closures must be communicated in writing via email to N/S AAA Program Manager within 10 (ten) days of proposed date of the change.

12. Grievance Policy:

Ensure grievance policy is publicly posted and is in compliance per 22 CCR, §7400 Grievance Process. A copy of the Grievance Policy must be submitted to the N/S AAA Program Manager within thirty (30) days of the contract's start date.

13. Mandated Reporting:

Report suspected abuse, neglect, or exploitation of program participants to Napa or Solano County Adult Protective Services and/or law enforcement.

14. Service Provider Meetings Requirement:

The N/S AAA hosts service provider meetings to share new information with service providers (contractors). Contractors shall designate a representative to attend each Service Provider meeting. Should a representative be unable to attend, the contractor will notify N/S AAA Program Manager.

15. Security Awareness Training:

Contractor's employees, subcontractors/vendors, and volunteers who handle confidential, sensitive and/or personal identifying information must complete the Security Awareness Training module by July 30, or within 30 days of the start date of the contract, or within thirty (30) days of the start date of any new employee, Subcontractor/Vendor, or volunteer's employment. Contractor will send signed certificates to N/S AAA staff. Training may be on an individual or group basis. A sign in sheet for a group presentation is acceptable for group trainings. Choose the Information Security Awareness Training link under Resources from the following link: <https://www.aging.ca.gov/ProgramsProviders/>

16. Transition Plan:

In the event the agreement is terminated prior to end of the contract term, Contractor shall submit a transition plan to ensure there will be no break in continued service. Transition plan must be received by County within 15 days of delivery of a written Notice of Termination initiated by Contractor, County, or State. At such time, County will provide required elements to be included in the transition plan to Contractor.

17. Community Focal Points:

Contractor will be aware of the list of Community Focal Points (Attachment D-3) and refer older adults to those focal points when appropriate.

18. Marketing Materials:

All program related marketing materials printed or electronically distributed using N/S AAA funding must include the N/S AAA logo and CFHL logo and be pre-approved by the N/S AAA.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT

- A. Upon submission of an invoice and a Solano County vendor claim by Contractor, and upon approval by County, County shall, in accordance with the "Contract Budget" attached to this Contract as Exhibit B-1 and incorporated into this Contract by this reference, pay Contractor monthly in arrears for fees and expenses actually incurred the prior month, up to the maximum amount set forth in Section 3 of the Standard Contract. Monthly claims for payment should be submitted to County by the 15th day of the subsequent month. Notwithstanding Section 1 in Exhibit C, Contractor is required to submit all monthly claims for services provided through May 31st no later than June 15 of the following month.
- B. Claims submitted by Contractor must meet the criteria set forth in section E and be documented by a fiscal monitoring report. The format of the fiscal monitoring report will be provided by the County. Each invoice must specify actual charges incurred.
- C. Contractor must request approval for transfers between budget categories or the addition of line items within a budget category, which are set forth in Exhibit B-1. Requests for transfers between budget categories or addition of budget line items within a budget category must be presented to the County on the County's "Budget Modification Request Form". Transfers between budget categories or addition of line items within a budget category may be made only upon prior written approval of County, which approval may be withheld in the sole and absolute discretion of County. County may authorize the transfers between budget categories or the addition of line items within a budget category under this section, except for indirect costs and capital expenditures (equipment or real property), provided that such transfers or additions do not substantially change the scope of services to be provided under this Contract and do not increase the contract amount.
- D. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor agrees that funds to be disbursed under the terms of this contract will be withheld if repayment is not received by the County within thirty days of receipt of notice from County. Contractor may submit a written appeal to a disallowance to the County Health and Social Services Older and Disabled Adult Services (ODAS) Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County. The decision of the County regarding the appeal will be final.
- E. The following criteria apply to Contract Budget submitted by Contractor under this Contract:
 1. Requests for payment of personnel costs must include positions, salary, and actual percentage of time for each position. If Contractor provides fringe benefits to part time employees, salary and fringe benefits must be pro-rated for non-full-time employees. Salaries are fixed compensation for services performed by staff who are directly employed by Contractor and who are paid on a regular basis. Employee benefits and employer payroll taxes include Contractor's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and other similar expenses that are approved by County. These expenses are allowable when they are included and in accordance with Contractor's approved written policies and allocation plan.

2. Salaries and benefits of personnel involved in more than one contract, grant, or project must be charged to each grant based on the actual percentage of time spent on each grant or project. Timesheets and Time studies for each employee whose time is charged to this contract must be maintained by Contractor and available upon request by the County.
3. Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment or payments to subcontractors. The expenses must be to further the program objectives as defined in Exhibit A of this Contract and be incurred during the invoiced period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
4. Indirect costs are shared costs that cannot be directly assigned to a particular activity but are necessary to the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services and administrative salaries are examples of indirect costs. Contractor must have a negotiated indirect cost rate with a federal agency. A Contractor who does not have a such a negotiated indirect cost rate agreement may claim an indirect cost rate of up to 10% of modified total direct costs, as defined in 2 CFR part 200.68, provided the Contractor does not use the Direct Allocation Method of allocating indirect costs (as discussed in Appendix IV to Part 200).
5. Regardless of whether Contractor claims indirect costs through a negotiated indirect cost rate, Direct Allocation Method or the 10% of modified total direct costs, Contractor must provide the County with a cost allocation plan that clearly differentiates between direct and indirect costs. Contractor ensures that the same costs that have been treated as indirect costs have not been claimed or budgeted as direct costs, and that similar types of costs in like circumstances have been accounted for consistently. Contractor will provide this plan to County upon request. In the event that Contractor is unable to provide County with an acceptable cost allocation plan, County may disallow any indirect cost billed amounts.

2. ACCOUNTING STANDARDS

- A. Contractor shall establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles and practices for organizations/governmental entities as described in Exhibit C – section 13C. Additionally, Contractor must submit claims for payment under this Contract using either a cost allocation method or a direct allocation method.
- B. Contractor's cost allocation method must be supported by a cost allocation plan with a quantifiable methodology validating the basis for paying such expenditures. The cost allocation plan should be prepared within the guidelines set forth under 2 CFR Part 200, subpart E, Cost Principles and Appendix IV to Part 200, Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations.
- C. Contractor shall document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices, time studies, and other official documentation that sufficiently support all charges under this Contract.

3. PERSONAL PROPERTY

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

4. FINANCIAL STATEMENTS AND AUDITS

- A. Contractor agrees to furnish annual audited financial statements to the County, which must be submitted within 30 days of its publication. If contractor is not required by federal and/or state regulations to have an independent audit of its annual financial statements, contractor agrees to furnish unaudited financial statements by September 1.
- B. Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, State or Federal Government conducts an audit.

5. SUBRECIPIENT MONITORING AND MANAGEMENT

If Contractor is determined to be a subrecipient, Contractor agrees to:

- A. Provide a fiscal monitoring report which compares the contract budget per line item in relation to the monthly invoice, cumulative total invoice, and the total contract balance. The County will provide the required format.
- B. If applicable, conduct an annual single audit, at Contractor's expense, according to the requirement of 2 CFR part 200, subpart F Audit Requirements, which identifies all funds granted, received, disbursed and expended.
- C. In adherence with 2 CFR part 200, subpart D, this Contract (subaward) must include the following information at the time of contract (subaward) execution. Significant changes to these data elements may require a modification form.

- 1. Subrecipient Name (which must match the name associated with its DUNS number):
[Innovative Health Solutions]
- 2. Subrecipient DUNS number: [056546913]
- 3. Federal Award Identification Number (FAIN): [N/A]
- 4. Federal Award Date (date when the federal award was signed by authorized official of awarding agency): [See Contract p. 2]
- 5. Subaward Period of Performance Start and End Date: [See Contract p. 1]
- 6. Amount of Federal Funds obligated by this action: [See Contract Ex. B-1]
- 7. Total Amount of Federal Funds obligated to the subrecipient: [See Contract Ex. B-1]
- 8. Total amount of Federal Award: [See Contract Ex. B-1]
- 9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): [N/A]
- 10. Name of Federal awarding agency, pass-through entity and contact information for awarding official: [U.S. Dept of Health and Human Services-California Department of Aging-Solano County-Contractor]
- 11. CFDA Number and name: [10.561/SNAP-Ed USDA FNS Senior Nutrition Education]
- 12. Identification of whether the award is for research and development: [N/A]
- 13. Indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR 200.414 Indirect (F&A) costs): [10%]

6. FUNDING LIMITATIONS

For the first quarter of this contract period, Contractor reimbursement is limited to no more than 25% of the total award amount unless reimbursement beyond 25% is expressly authorized by County. Expenditures beyond 25% may be carried forward to the following month. Disbursement of funding is contingent upon the availability of Federal and State funds and California Department of Aging decisions for the awarding of funds to PSA28.

EXHIBIT B-1
FUNDING SUMMARY

Contractor:		Innovative Health Solutions			
Exhibit Ref	Funding Title, Description, and Service Type			Budgeted Cost	Funding
					Contract Amount
Ex #	Title	Desc	Service	Total	Federal / State / Other
B-1.1	CalFresh / SNAP-Ed	Funding provided through the USDA FNS	Senior Nutrition Education CFDA 10.561	\$84,840	\$84,840
			Total:	\$84,840	\$84,840

EXHIBIT B-1.1
BUDGET DETAIL

Vendor/Contractor:	Innovative Health Solutions		
Funding Title:	CalFresh / SNAP-Ed		
Title Description:	Funding provided through the USDA FNS		
Service Type:	Senior Nutrition Education CFDA 10.561		
BUDGETED COSTS			
Cost Category		FTE	CASH
Personnel and Volunteers/In-Kind:			
Program Coordinator		43.40%	\$49,910
Health Educator		30.00%	\$12,480
Health Educator		30.00%	\$12,480
Total Salaries			\$74,870
Subtotal: Personnel			\$74,870
Vendor Consultants			\$3,000
Food/Materials Costs			\$1,000
Other Costs			\$1,047
Total Direct Costs			\$79,917
Indirect Costs Rate:		6.16%	\$4,923
Total Costs Cash and In-Kind			\$84,840
BUDGETED FUNDING			
Funding Category			CASH
Federal Funding			\$84,840
Total Funding Cash and In-Kind			\$84,840

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

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

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

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

2. TIME

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

3. TIME OF PERFORMANCE

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

4. TERMINATION

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

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

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

5. SIGNATURE AUTHORITY

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

6. REPRESENTATIONS

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

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

7. INSURANCE

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

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

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

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

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

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

- | | | |
|----------------------|--------------------|--|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the
required limit to cover the full replacement
value of damage to, alteration of, loss of, or
destruction of electronic data and/or
information property of the County that will be
in the care, custody or control of Contractor
under this Contract. |
|----------------------|--------------------|--|

- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

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

F. Deductibles and Self-Insured Retentions

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

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

G. Other Insurance Provisions

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

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

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

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

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

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

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

8. BEST EFFORTS

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

9. DEFAULT

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

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

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

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

10. INDEMNIFICATION

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

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

11. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

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

13. COMPLIANCE WITH LAW

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

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

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

14. CONFIDENTIALITY

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

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

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

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

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

15. CONFLICT OF INTEREST

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

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

16. DRUG FREE WORKPLACE

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

17. HEALTH AND SAFETY STANDARDS

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

18. CHILD/ADULT ABUSE

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

19. INSPECTION

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

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

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

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

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

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

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

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

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

24. NOTICE

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

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

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

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

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

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

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

(1) Cancel this Contract; or,

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

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

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

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

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

32. FAITH BASED ORGANIZATIONS

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

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

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

33. PRICING

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

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

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

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

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

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

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

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

36. EXECUTION IN COUNTERPARTS

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

37. LOCAL EMPLOYMENT POLICY

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

38. ENTIRE CONTRACT

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. INSURANCE

Notwithstanding Section 7(C)(1) of Exhibit C, Contractor must maintain a limit of no less than \$1,000,000 of general liability insurance.

2. COMPLIANCE WITH LAW

Contractor acknowledges that activities under this Contract are being carried out in accordance with the Older Americans Act of 1965 (42 U.S.C. § 3001, *et seq.*; “Act”). Therefore, in addition to complying with Section 13 of Exhibit C, Contractor shall comply with the Act and any law or regulation related to it; with 22 C.C.R. § 7100, *et seq.*, including 22 C.C.R. § 7364, or any other rule or regulation promulgated by the California Department of Aging (CDA); and with any other federal, state, or local law or regulation related to the Act or the activities under this Contract.

3. DRUG FREE WORKPLACE

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

4. COMMUNITY FOCAL POINT LIST

Contractor acknowledges the form attached as Exhibit “D-2”.

5. REQUIRED REPORTS AND DUE DATES

Contractor acknowledges the form attached as Exhibit “D-3”.

6. CONFIDENTIAL RECORDS

Contractor acknowledges that any information generated, received or disseminated pursuant to its performance under this Contract is confidential and shall not be disclosed in any manner unless authorized by law. Furthermore, Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code sections applicable to the subject of this Contract, particularly, sections 10850 and 11478.1 and will abide by its requirements.

SOLANO COUNTY

DRUG-FREE WORKPLACE CERTIFICATION

(rev.-09/01/94)

Innovative Health Solutions

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

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

CERTIFICATION

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

Norma Lisenko 

Contractor Signature

09/16/2020
10:14 PM EDT

Date

COMMUNITY FOCAL POINT LIST

Designated Community Focal Point	Address
Comprehensive Services for Older Adults	650 Imperial Way, Suite 101 Napa, CA 94559
American Canyon Senior Center	2185 Elliot Drive American Canyon, CA 94503
Napa Senior Center	1500 Jefferson Street Napa, CA 94559
St. Helena Senior Center (Rianda House)	1475 Main Street St. Helena, CA 94574
Benicia Senior Center	1201 East 2 nd Street Benicia, CA 94510
Florence Douglas Senior Center (Vallejo)	333 Amador Street Vallejo, CA 94590
Suisun Senior Center	318 Merganser Drive Suisun, CA 94585
Fairfield Senior Center	1200 Civic Center Drive Fairfield, CA
Vacaville Senior Center (McBride)	91 Town Square Place Vacaville, CA
Dixon Senior Center	201 S. 5th Street Dixon, CA 95620
Rio Vista Senior Center	25 Main Street Rio Vista, CA 94571

Required Reports and Due Dates

Fiscal Reports

1. Expenditure Reports by Program *

- A. Title III B, Title III C, Title III D, and Title VII Programs** *Due 10th of each month*
 - Monthly Report of Expenditures and Donations Revenue
- B. Title III E Family Caregiver Support Program** *Due 10th of each month*
 - Title III E Monthly Report of Expenditures
- C. Long-Term Care Ombudsman Program** *Due 10th of each month*
 - Budget Summary/Monthly Expenditure Report & Request for Funds, Special Deposit Fund & Skilled Nursing Facility Quality and Accountability Fund (CDA-OMB-300)

**Late or inaccurate expenditure report submissions will result in delay of payments until reporting requirements have been met.*

2. Additional Fiscal Reports – All Programs

- **Final Budget Revisions**
 - Due by March 15th
- **Annual Financial Close Out Report**
 - Due by July 15th with exception of SNAP-ED
 - 1st SNAP-ED Financial Closeout Report for federal funds from July 1- March 31 due by April 30th
 - 2nd SNAP-ED Financial Closeout Report for State funds from July 1-June 30 and Federal funds from April 1-June 30 due by July 30th
- **Copy of Audit**, as required by contract
 - Due within 30 days after receipt of auditor's report, or nine months after end of audit period, whichever is earliest
- **Request to Dispose of Property**
 - Due within 5 days of the loss, destruction, or theft of property, or if the property will no longer be used for the contracted program

Program Reports

3. Monthly Service Unit Report (Form 186M)*

Due 7th working day of each month

A. Title III B Adult Day Care

- Attach Q Monthly Service Roster
- Attach associated Client Intake Forms
- Attach Client Deactivation Request

B. Title III B Legal Assistance

C. Title III B Transportation

D. Title III D Health Promotion

- **Title VII (b) Elder Abuse Prevention, Education, & Training**

**Due date subject to California Department of Aging notifications*

4. Monthly Title III C

Due 7th working day of each month

1. Elderly Nutrition Program Reports

- | | |
|----------------------------------|--|
| ● Q Monthly Service Roster | ● Nutrition Volunteer Summary Report |
| ● Daily Sign-In Sheets | ● Cash Count Sheet |
| ● Associated Client Intake Forms | ● Food Preparation Center Food Service |
| ● Client Deactivation Request | ● Check Sheet |

6. Quarterly Reports

Due 15th of each month

A. Title III B California Legal Services Quarterly Aggregate Report (CDA 1022)

B. Title VII (b) Elder Abuse Prevention Quarterly Activity Report (CDA 1037)

7. Quarterly Reports

Due 30th of each month

A. Long-Term Care Ombudsman Program

- Copy of completed Quarterly Ombudsman Reporting Form (*OSLTCO S301*) as submitted to the California Department of Aging.

Attach program performance data from the Ombudsman Data Integration Network for July 1st through last day of report.



Solano County

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

Agenda Submittal

Agenda #:	14	Status:	Consent Calendar
Type:	Resolution	Department:	Sheriff's Office
File #:	20-687	Contact:	Angelica Russell, 784-7064
Agenda date:	10/06/2020	Final Action:	
Title:	Adopt a resolution and plaque of appreciation honoring Correctional Officer Steve Snyder upon his retirement from the Sheriff's Office with over 31 years of dedicated public service to Solano County		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

Date:	Ver.	Action By:	Action:	Result:
-------	------	------------	---------	---------

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

Steve Snyder began his career with Solano County's Sheriff's Office as a Sheriff's Entry level Correctional Officer on January 5, 1989, and on January 1, 1990 he was promoted to Correctional Officer, whereby he served until his retirement. Officer Snyder worked numerous positions within the Custody Division including, but not limited to, Central Controller, Receiving Officer, and Court Officer. Officer Snyder is one of the few remaining Correctional Officers who worked in the old Vallejo Jail. Officer Snyder was known to be an asset to any team he was part of, a hard worker, flexible, and willing to help others anytime, but most of all he was known for his ability to work through conflict and his adaptability to changing situations.

FINANCIAL IMPACT:

The cost associated with preparing the agenda item is nominal and absorbed by the department's FY2020/21 Adopted Budget. The costs associated with preparation and purchase of the resolution materials and plaque are included in the Board's FY2020/21 Adopted 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 Steven Snyder for his years of public service to the Sheriff's Office and the citizens of Solano County.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2020 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING CORRECTIONAL OFFICER STEVE SNYDER UPON HIS RETIREMENT FROM THE SOLANO COUNTY SHERIFF'S OFFICE WITH OVER 31 YEARS OF DEDICATED PUBLIC SERVICE TO SOLANO COUNTY

WHEREAS, Steve Snyder began his career with Solano County's Sheriff's Office as a Sheriff's Entry level Correctional Officer on January 5, 1989, on January 1, 1990 he was promoted to Correctional Officer, whereby he served until his retirement; and

WHEREAS, Officer Snyder worked numerous positions within the Custody Division including, but not limited to, Central Controller, Receiving Officer, Court Officer; and

WHEREAS, Officer Snyder, is one of the few remaining Correctional Officers who worked in the old Vallejo Jail; and

WHEREAS, Officer Snyder was known to be an asset to any team he was part of, a hard worker, flexible and willing to help others anytime, but most of all he was known for his ability to work through conflict and his adaptability to changing situations; and,

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

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

Dated this 6th day of October, 2020

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Alicia Draves, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	15	Status:	Consent Calendar
Type:	Contract	Department:	Probation
File #:	20-702	Contact:	Daniel DelMonte
Agenda date:	10/06/2020	Final Action:	
Title:	Approve a sole source contract with Volunteers of America to provide housing support, case management, and housing location services to Probation adult clients who are at risk of or currently experiencing homelessness for an amount not to exceed \$263,642 for the term of October 15, 2020 through June 30, 2022; Delegate authority to the County Administrator to execute the contract and any future amendments up to 20% of the total contract amount not to exceed \$75,000; and Authorize the Chief of Probation to execute any amendments which are technical or administrative in nature		
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 Probation Department recommends that the Board of Supervisors:

1. Approve a sole source contract with Volunteers of America to provide housing support, case management, and housing location services to Probation adult clients who are at risk of or currently experiencing homelessness for an amount not to exceed \$263,642 for the term of October 15, 2020 through June 30, 2022.
2. Delegate authority to the County Administrator to execute the contract and any future amendments including changes to terms and conditions, scope of services and modifications to contract limits up to 20% of the total contract amount not to exceed \$75,000.
3. Authorize the Chief of Probation to execute any future contract amendments that are administrative or technical in nature.

SUMMARY:

On February 28, 2020, the Community Action Partnership Solano Joint Powers Authority (CAP Solano) announced a local Request for Proposals (RFP) process to Solano County service providers. \$370,006 was made available in the RFP as CAP Solano had recently been awarded that amount through the California Emergency Solutions and Housing (CESH) grant. To be considered for the RFP, local applicants were asked to submit proposals that aligned with one or more eligible activities identified in the CESH program and that

were also consistent with the CAP Solano Five-Year Regional Strategic Plan to Respond to Homelessness. In response to the RFP, two organizations received awards, one of which was the Probation Department. At the July 28, 2020 Board of Supervisors meeting, the Board approved and accepted this grant award for the Probation Department. Probation has identified a uniquely qualified contractor that specializes in implementing both temporary and permanent housing programs for justice involved individuals, Volunteers of America (VOA). As they have unique expertise in serving justice involved populations, Probation is seeking this sole source contract with the VOA so they can fully implement and manage the program.

DISCUSSION:

The Probation Department pursued this opportunity to develop a best practice housing program for serving justice involved individuals. Known as “Transitional Housing - Rapid Rehousing program (THRRH),” the first goal of THRRH is to prevent homelessness by diverting a justice involved individual who is reentering the community directly into temporary housing, as opposed to them reentering the community from an institutional setting directly to the street or a shelter. The second and primary goal of the program is to support clients in their effort to secure and retain permanent housing through providing temporary rental assistance and supportive services. THRRH programs support clients to identify and leverage whatever they would need from a service and financial standpoint to successfully obtain and retain permanent housing.

The VOA will implement and manage this program by providing both the temporary and permanent housing services, while also providing case management. The temporary housing component will expand available local emergency/temporary beds through utilizing a three-bedroom home to be rented for a 12-month period. This resource will be dedicated to immediately housing Probation clients who are reentering the community from institutional settings and who would otherwise be reentering into homelessness. Once in the temporary home, VOA will case manage the client with a goal of ensuring access to permanent housing through providing housing location services. Once a permanent unit is located, VOA will assist the individual in filling out rental applications and tracking down all documentation and information needed to lease the unit. At this stage, the permanent housing component of the project will provide funding for at least the first month’s rent and deposit, allowing the household to save as much of their available income as possible for retaining the unit in the months to come. As needed, depending on the employment status and income of the individual, additional rental assistance for up to three months can be made available to ensure the greatest odds of permanent housing retention. It is anticipated that the program will launch in January 2021 and will operate for 12 months, resulting in permanently housing 12 homeless or at-risk households under the supervision of Probation.

FINANCIAL IMPACT:

The maximum amount for the contract is \$263,642. \$243,627 of the contract is funded by the CAP Solano grant. \$20,015 of the contract is supplemented by the Public Safety Realignment (AB109) grant and has been included in the Department’s FY2020/2021 Adopted Budget. There is no impact to the County General Fund.

The cost of preparing this item is minimal and is absorbed into the Department’s FY2020/21 adopted budget.

ALTERNATIVES:

The Board of Supervisors could choose:

1. Not to award the contract to Volunteers of America for implementing the THRRH program. This action is not recommended as the VOA is uniquely qualified to providing housing services to justice involved households.

2. Not to delegate signing authority to the County Administrator to execute the standard contract and amendments that remain within budget appropriations. This action is not recommended as it would reduce flexibility and timeliness in completing the scope of work.

3. Not to authorize the Chief of Probation to approve and execute any future contract amendments; however, this alternative is not practical as it would require the Department to request Board approval for routine matters such as minor technical changes.

OTHER AGENCY INVOLVEMENT:

The Probation Department will primarily work with CAP Solano JPA and Volunteers of America, however the department will also collaborate with other Homeless Continuum of Care community providers involved in temporary and permanent housing programs across Solano County

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



**County of Solano
Standard Contract**

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

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

1. This Contract is entered into between the County of Solano and the Consultant named below:
Volunteers of America Northern California and Northern Nevada, Inc. / Non-Profit 501C-3
CONSULTANT'S NAME BUSINESS FORM

2. The Term of this Contract is: October 15, 2020 – June 30, 2022

3. The maximum amount of this Contract is: \$263,642

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 October 15, 2020.

<u>CONTRACTOR</u>	<u>COUNTY OF SOLANO</u>
Volunteers of America Northern California and Northern Nevada, Inc	AUTHORIZED SIGNATURE
CONTRACTOR'S NAME	BIRGITTA E. CORSELLO COUNTY ADMINISTRATOR
 SIGNATURE	TITLE
Leo McFarland, President/Chief Executive Officer	475 UNION AVENUE
PRINTED NAME AND TITLE	ADDRESS
3434 Marconi Ave	FAIRFIELD CA 94533
ADDRESS	CITY STATE ZIP CODE
Sacramento CA 95821	Approved as to Content:
CITY STATE ZIP CODE	 DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:
	COUNTY COUNSEL

Rev. 3/11/19

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

I. Introduction

Solano County Probation has entered into an agreement with the Community Action Partnership Joint Powers Authority (CAP Solano/JPA), through California Emergency Solutions and Housing (CESH) funding, to support shelter diversion and rental assistance, housing relocation and stabilization services to ensure housing affordability to Probation supervised individuals who are experiencing homelessness or who are at risk of homelessness. Per the grant agreement, Solano County Probation will partner with Volunteers of America (VOA) to operate a TRANSITIONAL HOUSING-RAPID REHOUSING HYBRID (THRRH) Program, including transitional housing, housing relocation, and stabilization services, rental assistance such as security deposits and rent payments, and case management services. Services and assistance administered will be to eligible individuals that are reentering the community from jail or another institutional setting, are under the supervision of Solano County Probation, and who have been identified as homeless upon reentry in the identified as the Vallejo/Solano Continuum of Care service area.

II. Purpose

The purpose of this Contract is to set forth the terms and conditions of County's agreement with Contractor to carry out the scope of work associated with the CAP Solano/JPA and SCPD MOU and management of the THRRH program.

III. Project Description

All funds awarded to Solano County Probation for THRRH program operation under the grant agreement will pass through to VOA to conduct the following services:

- A. Shelter Diversion. VOA will provide shelter diversion assistance to at least 12 individuals referred by County. Assistance will be provided by renting a three-bedroom home for a 12-month period, used to immediately house individuals reentering the community from institutional settings and under supervision by Solano County Probation that would otherwise be unsheltered. VOA will manage the entire process of identifying a rental house, entering into a rental agreement, ensuring appropriate location vetting, any necessary community outreach and overseeing daily operation of the home.

VOA will work with 100% of clients served to ensure entrance into permanent housing after exiting the program.

- B. Rental Assistance. VOA will provide rental assistance, housing relocation and stabilization services to at least 12 individuals reentering the community from institutional settings and under supervision with Solano County Probation.

Services will include at least first month's rent and deposit, as well as additional rental assistance up to 3 months as needed.

- C. Supportive Services. VOA will provide referred individual with assistance to obtain/retain permanent housing. In collaboration with Solano County Probation, Health and Social Services (HS&S) and other service providers currently serving Probation clients, VOA will assist Probation in engaging clients in a range of supportive services, including, but not limited to case management, behavioral health services, substance use treatment, educational support, various eligibility programs and document services, life skills and employment services.
- D. Staffing. VOA will hire and supervise one full-time THRRH Case Manager qualified to coordinate shelter diversion, rental assistance and supportive services for clients participating in the housing programs.

IV. Obligations

- A. In accordance with the requirements of the THRRH Grant Program, VOA agrees to the following obligations:
 - 1. Develop the THRRH Program for the benefit of those who meet the HUD definition of homeless in Solano County
 - 2. Work with Solano County Probation to facilitate an evaluation of the effectiveness of the program and to provide information on the progress of the program as requested.
 - 3. Designate a primary staff member as the point of contact for the purposes of the administration of the Contract.
 - 4. Accept all referrals for eligible individual adults referred by Solano County Probation and Resource Connect Solano.
 - 5. Prioritize assistance to homeless individuals and families over assistance to individual and families at risk of homelessness.
 - 6. Provide all documentation of services and activities outlined in section V, Data Collection and Submittals.
 - 7. Provide monthly written progress reports, documenting efforts to provide services outlined in section III, Project Services and expenditure reports containing expenditure details for the provision of services as outlined in section V, Data Collection and Submittals.
 - 8. Provide any additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with available CESH funds, as requested by County during the term of this Contract.
 - 9. In accordance with the Housing First Solano Grievance Policy pending approval, any person participating in the Resource Connect Solano process or interacting with programs in the Solano County homeless system of care has the right to file a grievance based on the quality of service they receive. VOA further agrees to ensure everyone accessing services under this Contract receives an explanation of

the right to file a grievance and receives a grievance form upon intake or upon accessing services and to collect and retain documentation evidencing these actions for everyone accessing services under this Contract, when the grievance policy become available.

10. VOA must use the Homeless Management Information System (HMIS) to input, track, and report on client-level data for everyone accessing services under this Contract.
11. VOA must participate, to the maximum extent possible, in Case Conferencing and By Name List meetings held by Resource Connect.

B. County agrees to the following:

1. Compensate Contractor as set forth in Exhibit B.
2. Designate a primary staff member as the point of contact for the purposes of the administration of this Contract and for the purposes of supportive services collaboration.

V. **DATA COLLECTION AND SUBMITTALS**

A. Commencing on the effective date of this Contract, Contractor agrees to provide written progress and detailed expenditure reports, documenting efforts to provide and fund services required under this Contract. Contractor must submit to County progress and expenditure reports no later than 30 days after the end of business after the end of each month during the term of this Contract. If the 30th falls on a weekend or holiday, the report is due the following business day. All reports shall include, as applicable:

1. The number of homeless persons served;
2. The number of unsheltered homeless persons served, and the average length of time spend as homeless before entry into the program;
3. The number of homeless persons exiting the program or project to permanent housing;
4. The number of persons that return to homelessness after exiting the program;
5. Percent increase in income from program entry and program exit for each person served;
6. Percent of person served that were connected with non-cash benefits;
7. Percent of person served that were connected to case management;
8. Percent of person that maintained permanent housing for at least one year;
9. Percent of person served that returned to homelessness after exit;
10. Status of expenditures to project budget, with written explanation of any variances;
11. Summary of ongoing collaborative efforts with Solano County Probation, Collaborative Partners, Resource Connect Solano, Housing First Solano, and/or other homeless programs including the alignment between CESH

- funding priorities and "Housing First" principles adopted by the California Department of Housing and Community Development.
12. Source of referrals and outcome;
 13. Listing of attendance at Resource Connect Solano Case Conferencing and By Name List meetings, list of referrals received, rejected, and accepted. Of referrals rejected, provide reason/s and if further referral was provided. F referrals accepted, provide outcome/s.
 14. Listings of attendance at meetings pertaining to Coordinated Entry, including training and policy and procedure meetings.
 15. Description of the following services provided:
 - a. Shelter Diversion.
 - b. Rental Assistance.
 - c. Supportive services for the term of this contract.
 - d. Case Management Services in keeping with the principles of Housing First.
 - e. Status of each client served attaining and maintaining housing once temporary assistance is terminated.
 16. Other measures that may be identified by Solano County Probation, CAP Solano JPA or HCD during the term of this Contract.

VI. OTHER REQUIREMENTS FOR SERVICE DELIVERY STAFF

- A. Criminal Records Check
- B. Contractor shall ensure all existing staff and prospective staff and volunteers performing services as part of, related to, or in connection with this Contract whose duties do not require his/her presence at Probation Department sites have a criminal record check and pay for any and all associated costs. The criminal record check shall be through one of the local law enforcement agencies and consist of a local law enforcement record check, a California Department of Motor Vehicle check, and a Live Scan submitted to the California Department of Justice (CDCO).
- C. For existing staff and prospective staff and volunteers performing services as part of, related to, or in connection with this Contract whose duties require his/her physical presence at the herein references locations, COUNTY will conduct a criminal records check, at the COUNTY's expense.
- D. Prospective Contractor staff or volunteers may commence services under this Contract only after the results or the live scan have been received and the person is deemed suitable for work by County.
- E. Failure by Contractor to comply with the criminal records check requirements may, at County's sole discretion, result in withholding of payments until compliant.

F. Staff Professional Standards

1. Warrant that all employees and volunteers under this Contract have background, training, work experience, licenses, and supervision necessary for the performance of services in a manner of, and according to the standards observed by, a practitioner of the same profession, and in keeping with all federal, state and local laws. Contractor shall provide a list of current employees and copies or permits, licenses, certifications, or other documents certifying staff training and qualifications upon demand from County.
2. Contractor and County shall meet to discuss the selection of staff to provide services. Contractor shall, upon the written request of Probation remove the contractor's staff when they fail to act in the best interest of the County in the provision of services under this Contract. In addition, County may deny admittance of persons employed by Contractor who fail to obtain security clearance, or lose security clearance, to the Juvenile Detention Facility and/or Probation offices. Contractor staff must meet County security policies and procedures while in County facilities.

G. Terminations and Transfers

Notify County of any program related staff terminations or transfers prior to separation of service or transfer, or immediately upon separation of service or transfer when circumstances dictate (e.g., resignation without notice, immediate dismissal or transfer warranted, etc.).

H. Drugs and Alcohol

Contractor shall not allow the use or possession of illegal drugs, or alcohol, in the workplace or on COUNTY sites.

VII. Incident Reporting

Contractor shall report to County, within 24 hours (excluding holidays and weekends), any notable incidents related to clients while receiving services under this Contract including without limitation the following:

- A. Physical confrontation between staff and client, between clients, clients and non-staff, between staff and non-staff, and any threats of violence, including self-inflicted violence.
- B. Any law violation by a client.

- C. Possession by client of any illegal drugs, paraphernalia, weapons, or other contraband.
- D. Client failure or refusal to participate in program.
- E. Client discharged or disqualified from program and reasons for said discharge or disqualification.

VIII. Confidentiality

In addition to the other confidentiality provisions of this Contract, Contractor agrees to maintain the confidentiality of client records and/or client information pursuant to : Title 42 United States Code (USC) Section 290 dd-2; title 42 Code of Federal Regulations (CFR), Part 2; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Sections 14100.2 and 5328; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56-56.37, 1798.80 – 1798.82, and 1798.85; and Penal (PC) Sections 11140, 11142, and 13303. Client records and/or information must comply with all appropriate state and federal requirements. Contractor shall ensure that no list of persons receiving services under this Contract is published, disclosed, or used for any purpose except for the direct administration of these services or other uses as authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

IX. Meetings

Participate in meetings held by Solano County Probation designees as related to Probation Programming and supportive services related to client care and efforts to ensure permanent housing.

EXHIBIT B

PAYMENT PROVISIONS

1. TOTAL COMPENSATION

Maximum compensation for services provided by Contractor under this Contract shall not exceed \$263,642.

That amount shall constitute the maximum compensation due the Contractor for services rendered and all of Contractor's obligations in performance of this Contract regardless of the difficulty, materials, or equipment required. The amount includes, but is not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by Contractor.

Contractor is not guaranteed to be paid the maximum compensation during the term of this Contract, including any extension periods, as the County makes no specific guarantee of a minimum or maximum number of clients or services that shall be required.

2. METHOD OF PAYMENT

- A. Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall, in accordance with the budget attached to this Contract as Attachment B-2 and incorporated by this reference, pay Contractor monthly in arrears for services rendered the prior month, up to the maximum amount provided for above. A sample invoice for claims is included in Attachment B-1.
- B. Contractor shall submit monthly invoices on or before the tenth calendar day of each month to ensure timely payment. Contractor shall submit with each invoice a detailed cost schedule for each category line item reflecting costs by type (e.g., salaries, benefits, communication, rent, equipment lease, supplies, mileage, etc.). Total category line-item expense reported per the schedule must equal amount charged on invoice. Contractor's failure to provide a detailed cost schedule with invoice may result in payments being withheld until the report is received. In addition, Contractor's failure to provide required monthly reports may result in payments being withheld until items are received.

Company Logo/Name Company Mailing Address			<h1 style="margin: 0;">INVOICE</h1>	
BILL TO: Solano County Probation Department Attn: 475 Union Avenue Fairfield, CA 94533			REMIT PAYMENT TO:	
Contract/PO No.	Invoice No.	Invoice Date	Terms	Due Date
			Net 30	
Physical Address			Monthly/Day Rate	
Services	Description	Amount:		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
Comments:				
BALANCE DUE			\$	
<div style="text-align: center;"> FISCAL USE ONLY: <input type="checkbox"/> APPROVE <input type="checkbox"/> RETURN – SEE ABOVE. </div>				
Effective 10/01/2020				

ATTACHMENT B-2
APPROVED BUDGET
VOLUNTEERS OF AMERICA

Program Budget				
Type of Subsidy	# of clients who will receive	# of times each client receives this subsidy	Amount of Subsidy	Total cost of subsidy
	(A)	(B)	(C)	(D)
<u>Emergency Housing Intervention Funds</u>				
Security Deposit (up to 2x 3bd FMR)	-	-	\$4,584	\$4,584
Monthly Rent (3bd FMR)	12	1	\$2,292 (1 month @ 3bd FMR)	\$27,504 (12 months @ 3bd FMR)
Utilities/Garbage, etc (for a 12 month period)	12	1	\$500 (monthly)	\$6,000 (12 months)
			Emergency Housing Intervention Total	\$38,088
<u>Permanent Housing Funds (first month rent, deposit, stabilization services, and housing location)</u>	# of clients who will receive	# of times each client receives this subsidy	Amount of Subsidy	Total cost of subsidy
	(A)	(B)	(C)	(D)
Security Deposit (1.4x 1bd FMR) = \$1,845. Security deposit will be no more than 2x that figure	12	1	\$3690	\$44,280
Rental Assistance (1.4x 1bd FMR) = \$1,845 Up to 3 month's rental assistance may be paid, as needed.	12	3	\$5,536	\$66,432
			PERM. TOTAL	\$110,712
			Emergency Housing Intervention and Perm Housing Funds Total	\$148,800

ATTACHMENT B-2
APPROVED BUDGET
VOLUNTEERS OF AMERICA

Job Title of Person Delivering Services	# of clients who will receive	# of clients served per full-time equivalent staff position***	Annual salary foreach FTE (including benefits)	Total cost of delivering this service
	(A)	(B)	(C)	(D)
Case Manager	12	12 (plus any second members of household)	\$90,000	\$90,000
VOA Admin Funding (10% of CESH II award)	-	-		\$24,362
HMIS License	-	-	-	\$480
			TOTAL	\$114,842
			TOTAL BUDGET	\$263,642

**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. 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.

5. REPRESENTATIONS

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

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

6. INSURANCE

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

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

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

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

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

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

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

D. Additional Insurance Coverage

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

- | | | |
|----------------------|--------------------|--|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit to cover the full |
|----------------------|--------------------|--|

replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract.

- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

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

F. Deductibles and Self-Insured Retentions

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

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

G. Other Insurance Provisions

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

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

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

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

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

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

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

7. 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.

8. DEFAULT

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

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

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

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

9. 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.

10. INDEPENDENT CONTRACTOR

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

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

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

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

and Contractor.

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

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

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

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

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

11. 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.

12. 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.

13. CONFIDENTIALITY

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

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

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

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

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

14. 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.

15. 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.

16. 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.

17. 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.

18. INSPECTION

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

19. NONDISCRIMINATION

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

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

20. SUBCONTRACTOR AND ASSIGNMENT

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

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

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

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

21. UNFORESEEN CIRCUMSTANCES

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

22. OWNERSHIP OF DOCUMENTS

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

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

23. NOTICE

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

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

24. NONRENEWAL

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

25. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

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

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

C. Funding for this Contract beyond the current appropriation year is conditional upon

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

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.

26. CHANGES AND AMENDMENTS

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

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

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

27. CHOICE OF LAW

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

28. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

29. WAIVER

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

30. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that

the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

31. FAITH BASED ORGANIZATIONS

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

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

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

32. PRICING

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

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

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

34. DISBARMENT OR SUSPENSION OF CONTRACTOR

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

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

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

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

35. EXECUTION IN COUNTERPARTS

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

36. LOCAL EMPLOYMENT POLICY

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

37. ENTIRE CONTRACT

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



Solano County

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

Agenda Submittal

Agenda #:	16	Status:	Consent Calendar
Type:	Appointment	Department:	Board of Supervisors
File #:	20-681	Contact:	Monica Brown, 784-3031
Agenda date:	10/06/2020	Final Action:	
Title:	Approve the appointment of Catherine Collins to serve on the In-Home Support Services Advisory Board as member-at-large for a term to expire on October 6, 2024		
Governing body:	Board of Supervisors		
District:	District 2		
Attachments:			

Date:	Ver.	Action By:	Action:	Result:
-------	------	------------	---------	---------

Published Notice Required? Yes ____ No X
Public Hearing Required? Yes ____ No X

DEPARTMENTAL RECOMMENDATION:

District 2 Supervisor Monica Brown requests the Solano County Board of Supervisors approve the appointment of Catherine Collins to the In-Home Support Services Advisory Board for a 4 year term to expire on October 6, 2024.

SUMMARY:

Terri Ruggiero, the Director of In-Home Support Services, interviewed Catherine Collins and found her to meet the criteria and asked her to apply to join the In-Home Support Services Advisory Board. Ms. Collins volunteered with Mission Solano and volunteers with her church.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by District 2's FY2020/21 Preliminary budget.

ALTERNATIVES:

The Board could choose not to approve the appointment of Ms. Collins. This is not recommended as she meets the criteria.

OTHER AGENCY INVOLVEMENT:

In-Home Support Services

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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

Agenda Submittal

Agenda #:	17	Status:	Consent Calendar
Type:	Appointment	Department:	County Counsel
File #:	20-659	Contact:	Ryan FitzGerald, 784-6149
Agenda date:	10/06/2020	Final Action:	
Title:	Approve the reappointment of Viola Lujan and appointment of Abhishek Dosi to the Partnership HealthPlan of California Commission for terms to expire on December 31, 2024		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - PHC Commission		

Date:	Ver.	Action By:	Action:	Result:
-------	------	------------	---------	---------

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors the reappointment of Viola Lujan and appointment of Abhishek Dosi to the Partnership HealthPlan of California Commission for terms to expire on December 31, 2024.

SUMMARY/DISCUSSION:

Under Welfare and Institutions Code section 14087.54, the Solano County Board of Supervisors (Board) established the Partnership HealthPlan of California Commission (PHC) on Medical Care. The purpose of the commission is to negotiate exclusive contracts with the California Department of Health Care Services and to arrange for the provision of health care services to the qualified uninsured.

Under our governing ordinance, Chapter 7.2, the Board presently appoints four commissioners from the categories set forth in attached Exhibit A to four-year terms. The terms are staggered. The representative from the Solano County Hospitals (Kaiser Permanente, Sutter Solano and North Bay Medical Center) is selected on a rotating basis. Each member remains in office until a successor is selected.

Presently, the terms of the County's four commissioners are: Aimee Brewer, Solano County Hospitals Representative (North Bay Medical Center), December 31, 2020; Lewis Broschard, M.D, Physician Representative December 31, 2022; Gerald R. Huber, Director of Health and Social Services Department Representative, December 31, 2022; Viola Lujan, Community Health Clinic representative, December 31, 2020.

We request that the Board appoint Abhishek Dosi of Sutter Solano Medical Center, as the Solano County Hospitals representative and that the Board reappoint Viola Lujan of Sutter Solano Medical Center, as the Community Health Clinic representative, to 4 year terms, commencing January 1, 2021 and terminating

December 31, 2024.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2020/21 Preliminary Budget. There is no financial impact to the General Fund with the appointments.

ALTERNATIVES:

The Board could reject the appointments. This is not recommended because the appointments comply with our appointment procedures and reflect the County's current PHC commissioners.

OTHER AGENCY INVOLVEMENT:

The PHC requested the appointment of two commissioners for the members whose terms were expiring. The Health and Social Services Department reviewed and approved this report.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

ATTACHMENT A

1. Member Counties

As of July 1, 2015, the member counties of the Partnership HealthPlan of California (PHC) Commission on medical care are as follows:

- Napa County
- Marin County
- Mendocino County
- Solano County
- Sonoma County
- Yolo County
- Del Norte County
- Humboldt County
- Lake County
- Lassen County
- Modoc County
- Shasta County
- Siskiyou County
- Trinity County

2. PHC Commissioners

As of July 1, 2015, county board allocations for the PHC Commission are: 0-25,000 = 1 seat; 25,000-40,000 = 2 seats; 40,000-55,000 = 3 seats; 55,000+ = 4 seats. The composition of the commission is as follows:

• COUNTY	• NUMBER OF COMMISSIONERS		
	2011	2014	2015
Marin County	3	3	2
Mendocino County	3	3	2
Napa County	2	3	3
Solano County	6	7	4

• COUNTY	• NUMBER OF COMMISSIONERS		
	2011	2014	2015
Sonoma County	5	6	4
Yolo County	3	4	4
Del Norte County	N/A	N/A	1
Humboldt County	N/A	N/A	3
Lake County	N/A	N/A	2
Lassen County	N/A	N/A	1
Modoc County	N/A	N/A	1
Trinity County	N/A	N/A	1
Shasta County	N/A	N/A	4
Siskiyou County	N/A	N/A	1

Note: PHC has 2 – At-large Consumer Representatives on the Board as of August 26, 2015 (1-Northern Region and 1- Southern Region), which will rotate within the regions annually.

3. Solano County Commissioners

The commissioners shall be selected from the following categories, with no more than one representative from any category:

- The Board of Supervisors may appoint either a board member or a member of the public
- The County Director of the Health and Social Services Department
- Representative from a community health clinic
- Physician
- Representative from the Solano County Hospitals (Kaiser Permanente, Sutter Solano and North Bay Medical Center) on a rotating basis.



Solano County

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

Agenda Submittal

Agenda #:	18	Status:	Regular Calendar
Type:	Report	Department:	Health and Social Services
File #:	20-707	Contact:	Dr. Bela Matyas, 784-8400
Agenda date:	10/06/2020	Final Action:	
Title:	Receive an update from Dr. Bela Matyas, Public Health Officer and Terry Schmidtbauer, Interim Director of Resource Management regarding the coronavirus disease 2019 (COVID-19) pandemic emergency response efforts and current status of statewide guidance and take action based on staff recommendations		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - State Reopening Summary by Sector, B - Summary of State Orders and Directives		

Date:	Ver.	Action By:	Action:	Result:
-------	------	------------	---------	---------

Published Notice Required? Yes ☐ No ☒

Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

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

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

<http://www.solanocounty.com/depts/ph/ncov.asp>

SUMMARY/DISCUSSION:

On August 28, 2020, Governor Newsom unveiled a new plan for regulating activities in relation to COVID-19 transmission throughout the state with revised criteria for loosening and tightening restrictions on activities. The new plan, Blueprint for a Safer Economy, imposes risk-based restrictions on sectors across the state and expands the time between the changes. Every county in California is assigned to a tier based on its testing positivity and adjusted case rate using metrics from the prior three weeks. The plan creates a four colored tier system with Purple (widespread), Red (substantial), Orange (moderate) and Yellow (minimal) - based on how prevalent COVID-19 is in each county and the extent of community spread.

Metrics for each county are included on the California Blueprint Data Chart which can be found at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/COVID19CountyMonitoringOverview.aspx> and is updated by the State weekly to show county tier status, date of tier assignment, number of consecutive weeks meeting the next tier's criteria, case rates, adjusted case rate for tier assignment, testing positivity, and test rates.

Solano County moved from the Purple (widespread) tier to the Red (substantial) tier on September 21, 2020 and has been in this current tier for two weeks. See the attached State summary for re-opening by tier and sector (found on the State's COVID-19 website) to further understand which activities and businesses are open with modifications based on the four colored tiers.

SECTORS	Widespread Tier 1	Substantial Tier 2	Moderate Tier 3	Minimal Tier 4
Critical Infrastructure	Open with modifications	Open with modifications	Open with modifications	Open with modifications
Limited Services	Open with modifications	Open with modifications	Open with modifications	Open with modifications
Outdoor Playgrounds & Outdoor Recreational Facilities **	Open with modifications	Open with modifications	Open with modifications	Open with modifications
Hair Salons & Barbershops	Open Indoors with modifications	Open indoors with modifications	Open indoors with modifications	Open indoors with modifications
All Retail (including critical infrastructure, except standalone grocers)	Open Indoors with modifications • Max 25% capacity	Open Indoors with modifications • Max 50% capacity	Open Indoors with modifications	Open Indoors with modifications
Shopping Centers (Malls, Destination Centers, Swap Meets)	Open Indoors with modifications • Max 25% capacity • Closed common areas • Closed food courts	Open indoors with modifications • Max 50% capacity • Closed common areas • Reduced capacity food courts (see restaurants)	Open indoors with modifications • Closed common areas • Reduced capacity food courts (see restaurants)	Open Indoors with modifications • Reduced capacity food courts (see restaurants)

SECTORS	Widespread Tier 1	Substantial Tier 2	Moderate Tier 3	Minimal Tier 4
Nail Salons*	Open Indoors with modifications	Open indoors with modifications	Open indoors with modifications	Open indoors with modifications
Personal Care Services	Outdoor Only with modifications	Open indoors with modifications	Open indoors with modifications	Open indoors with modifications
Museums, Zoos, and aquariums	Outdoor Only with modifications	Open indoors with modifications <ul style="list-style-type: none"> Indoor activities max 25% capacity 	Open indoors with modifications <ul style="list-style-type: none"> Indoor activities max 50% capacity 	Open indoors with modifications
Places of Worship	Outdoor Only with modifications	Open indoors with modifications <ul style="list-style-type: none"> Max 25% capacity or 100 people, whichever is fewer 	Open indoors with modifications <ul style="list-style-type: none"> Max 50% capacity or 200 people, whichever is fewer 	Open indoors with modifications <ul style="list-style-type: none"> Max 50% capacity
Movie theaters	Outdoor Only with modifications	Open Indoors with modifications <ul style="list-style-type: none"> Max 25% capacity or 100 people, whichever is fewer 	Open indoors with modifications <ul style="list-style-type: none"> Max 50% capacity or 200 people, whichever is fewer 	Open indoors with modifications <ul style="list-style-type: none"> Max 50% capacity

SECTORS	Widespread Tier 1	Substantial Tier 2	Moderate Tier 3	Minimal Tier 4
Hotels and lodging	Open with modifications	Open with modifications <ul style="list-style-type: none"> +Fitness centers (+10%) 	Open with modifications <ul style="list-style-type: none"> +Fitness centers (+25%) +Indoor pools 	Open with modifications: <ul style="list-style-type: none"> +Fitness Centers (50%) +Spa facilities etc
Gyms and Fitness Centers	Outdoor Only with modifications	Open indoors with modifications <ul style="list-style-type: none"> Max 10% capacity 	Open indoors with modifications <ul style="list-style-type: none"> Max 25% capacity +indoor pools 	Open indoors with modifications <ul style="list-style-type: none"> +Saunas +Spas +Steam rooms Max 50% capacity
Restaurants	Outdoor Only with modifications	Open indoors with modifications <ul style="list-style-type: none"> Max 25% capacity or 100 people, whichever is fewer 	Open indoors with modifications <ul style="list-style-type: none"> Max 50% capacity or 200 people, whichever is fewer 	Open indoors with modifications <ul style="list-style-type: none"> Max 50% capacity
Wineries	Outdoor Only with modifications	Outdoor Only with modifications	Open indoors with modifications <ul style="list-style-type: none"> Max 25% capacity indoors, or 100 people, whichever is fewer 	Open indoors with modifications <ul style="list-style-type: none"> Max 50% capacity or 200 people indoors, whichever is fewer

SECTORS	Widespread Tier 1	Substantial Tier 2	Moderate Tier 3	Minimal Tier 4
Bars, Breweries, and Distilleries (where no meal provided) (follow restaurants where meal is provided)	Closed	Closed	Open Outdoors with modifications	Open indoors with modifications • Max 50% capacity
Family Entertainment Centers	Outdoor Only with modifications e.g. • Kart Racing • Mini Golf • Batting Cages	Outdoor Only with modifications e.g. • Kart Racing • Mini Golf • Batting Cages	Open Indoors for naturally distanced activities with modifications • Max 25% capacity • Bowling Alleys • Climbing Walls	Open indoors for activities with increased risk of proximity and mixing with modifications • Max 50% capacity • Arcade Games • Ice and roller skating • Indoor playgrounds
Cardrooms, Satellite Wagering	Outdoor Only with modifications	Outdoor Only with modifications	Open indoors with modifications • Max 25% capacity	Open indoors with modifications • Max 50% capacity
Offices	Remote	Remote	Open indoors with modifications • Encourage telework	Open indoors with modifications • Encourage telework
Professional sports	Open • Without live audiences • With modifications	Open • Without live audiences • With modifications	Open • Without live audiences • With modifications	Open • Without live audiences • With modifications

*Updated on September 22, 2020

**** Updated September 28, 2020**

SUMMARY OF STATE ACTIONS RELATED TO COVID-19

Updated September 24, 2020

Date	Order	Order No.	Authority	Summary	Link	
ACTIONS BY GOVERNOR NEWSOM						
5/4/2020	Executive Order (EO)	N-60-20	GOV 8567, 8571, 8627, 8665 and HSC 120125, 120130, 120135, 120140, 120145, 120150, 120175, 131080	Residents are directed to continue to obey State public health directives and guidance , as made available at https://covid19.ca.gov/stay-home-except-for-essential-needs/	https://www.gov.ca.gov/wp-content/uploads/2020/05/5.4.20-EO-N-60-20.pdf https://covid19.ca.gov/stay-home-except-for-essential-needs/	
3/19/2020	EO	N-33-20	California State Constitution, and GOV 8567, 8627, 8665	Directs all individuals living in the State of California to stay at home except as needed to facilitate authorized, necessary activities or to maintain the continuity of operations of critical infrastructure sectors. Also, directed all California residents to immediately heed current State public health directives.	https://www.gov.ca.gov/wp-content/uploads/2020/03/3.19.20-attested-EO-N-33-20-COVID-19-HEALTH-ORDER.pdf	
3/4/2020			California State Consitution, including California Emergency Services Act and GOV 8625	Governor proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19 pandemic.	https://www.gov.ca.gov/wp-content/uploads/2020/03/3.4.20-Coronavirus-SOE-Proclamation.pdf	
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH ORDERS AND DIRECTIVES						
9/12/2020	CDPH	Guidance	EO N-60-20	Provides updated plan for Californians to gather outside their household and replaces 3/16/20 gatherings guidance. Applies to public/private gatherings and other gatherings not covered by existing sector guidance. Gatherings unless otherwise specified are not permitted across the state of California until further guidance is issued by CDPH.	https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Guidance-for-the-Prevention-of-COVID-19-Transmission-for-Gatherings.aspx	
9/4/2020	CDPH	Guidance	EO N-60-20	Updated guidance that applies to groups of children and youth in controlled, supervised, and indoor environments operated by local educational agencies, or other authorized non-profits, or other authorized providers, including but not limited to public and private schools; licensed and license-exempt child care settings; organized and supervised care environments.	https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/small-groups-child-youth.aspx	
8/28/2020	Public Health Officer	Order	HSC 120125, 120130(c), 120135, 120140, 120145, 120150, 120175, 120195 and 131080; and EO N-60-20 and N-25-20	Updated framework for reopening, known as California's Plan for Reducing COVID-19 and Adjusting Permitted Sector Activities to Keep Californians Healthy and Safe, relies on a set of Tiers corresponding to specific epidemiological profiles based on indicators of disease burden including case rates per capita and percent of positive COVID-19 tests and proportion of testing with a county. Pursuant to the framework, local jurisdictions may reopen specified sectors according to their respective county's tier. Supersedes the 7/13/20 State Public Health Officer Order.	https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/8-28-20_Order-Plan-Reducing-COVID19-Adjusting-Permitted-Sectors-Signed.pdf https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/COVID19CountyMonitoringOverview.aspx	

SUMMARY OF STATE ACTIONS RELATED TO COVID-19

Updated September 24, 2020

Date	Order	Order No.	Authority	Summary	Link	
8/25/2020	CDPH	Guidance	EO N-60-20	Applies to groups of children and youth in controlled, supervised, and indoor environments operated by local educational agencies, non-profits, or other authorized providers, including but not limited to public and private schools; licensed and license-exempt child care settings; organized and supervised care environments; recreation programs; before and after school programs; youth groups; and day camps.	https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/small-groups-child-youth.aspx	
7/17/2020	CDPH	Guidance	EO N-60-20	Schools and school districts may reopen for in-person instruction at any time if they are located in a local health jurisdiction that has not been on the county monitoring list within the prior 14 days.	https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Schools%20Reopening%20Recommendations.pdf	
7/13/2020	Public Health Officer	Order	EO N-60-20; and HSC 120125, 120130(c), 120135, 120140, 120145, 120150, 120175, 120195 and 131080	Closes, on a statewide basis, indoor operations for certain sectors, and both indoor and outdoor operations for bars, and indoor operations for dine-in restaurants, wineries/tasting rooms, movie theaters, entertainment centers, zoos/museums, and other similar establishments, consistent with the June 28 and July 1 restrictions on counties on the County Monitoring List; and operations where social distancing and use of face coverings is difficult i.e. gyms/fitness centers, places of worship, personal care services, hair salons, barbershops and malls.	https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/SHO%20Order%20Dimming%20Entire%20State%207-13-2020.pdf	
7/1/2020	CDPH	Guidance	EO N-60-20	Guidance on closure of sectors in response to COVID-19 specific to counties on County Monitoring List for three consecutive days, requiring closure of indoor operations of various sectors, including restaurants, wineries, and certain entertainment venues, as well as all bars indoor and outdoor.	https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Guidance-on-Closure-of-Sectors-in-Response-to-COVID-19.aspx	
6/28/2020	CDPH	Guidance	EO N-60-20	Due to statewide data demonstrating a significant increase in the spread of COVID-19, guidance setting forth selective sector closing of bars and similar establishments in counties on the County Monitoring List.	https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Bar-Closure-Guidance.aspx	
6/18/2020	CDPH	Guidance	EO N-60-20	Mandates that face coverings be worn statewide in certain situations (inside of, in line to enter and any public space; obtaining healthcare services; waiting or riding public transportation; engaged in work, interacting or in a space visited by the public; food prepared for distribution; common areas such as hallways and parking facilities; enclosed room where unable to physically distance). See link for additional information.	https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Guidance-for-Face-Coverings_06-18-2020.pdf	
5/7/2020	Public Health Officer	Order	EO N-60-20, and HSC 120125, 120140, 131080, 120130(c), 120135, 120145, 120175, 120150	Gradual movement into Stage 2; however, a local health jurisdiction may implement or continue more restrictive public health measures if the local health officer believes conditions warrant it.	https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/SHO%20Order%205-7-2020.pdf	

SUMMARY OF STATE ACTIONS RELATED TO COVID-19

Updated September 24, 2020

Date	Order	Order No.	Authority	Summary	Link	
5/7/2020	Public Health Officer	Order	EO N-33-20; and HSC 120125, 120140, 131080, 120130(c), 120135, 120145, 120175 and 120150	Provided path forward from the "Stay-at-Home" Order in California's Pandemic Roadmap that identifies four stages of the pandemic: safety and preparation (Stage 1), reopening of lower-risk workplaces and other spaces (Stage 2), reopening of higher-risk workplaces and other spaces (Stage 3), and finally an easing of final restrictions leading to the end of the stay at home order (Stage 4).	https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/SHO%20Order%205-7-2020.pdf	
3/19/2020	Public Health Officer	Order	EO N-60-20, and HSC 120125, 120140, 131080, 120130(c), 120135, 120145, 120175, 120150	Orders all individuals living in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors.	https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Health%20Order%203.19.2020.pdf https://www.cisa.gov/identifying-critical-infrastructure-during-covid-19	
3/16/2020	CDPH	Guidance	EO N-60-20	All gatherings to be postponed or cancelled. Gathering is any event that brings people together in an indoor or outdoor space.	https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/CDPHGuidanceforthePreventionofCOVID19TransmissionforGatherings.aspx	
3/19/2020	Public Health Order	Order	HSC 120125, 120140, 13080, 120130(c), 120135, 120145, 120175, 120150	Directed all individuals living in the State of California to stay at home except as needed to facilitate authorized, necessary activities or to maintain the continuity of operations of critical infrastructure sectors.	https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Health%20Order%203.19.2020.pdf	
ADDITIONAL INFORMATION						
			CDPH	Blueprint for a Safer Economy - blueprint for reducing COVID-19 in the State with revised criteria for loosening and tightening restrictions on activities.	https://covid19.ca.gov/safer-economy/#top	
			CDPH	Blueprint Activity and Business Tiers - New blueprint for reducing COVID-19 in the State and revised criteria for loosening and tightening restrictions on activities. Every county is assigned to a tier based on its test positivity and adjusted case rate for tier assignment including metrics from the last three weeks.	https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Dimmer-Framework-September_2020.pdf	
			GOV 8571	During a state of emergency the Governor may suspend any regulatory statute, or statute prescribing the procedure for conduct of state business, or the orders, rules, or regulations of any state agency, where the Governor determines and declares that strict compliance with any statute, order, rule, or regulation would in any way prevent, hinder, or delay the mitigation of the effects of the emergency.	https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=1.&title=2.&part=&chapter=7.&article=3.	
			GOV 11340 et seq	Agency responsible for carrying out the rulemaking part of the California Administrative Procedures Act. Allows an agency to adopt a new regulation if it is within their scope of authority and consistent with state law.	https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=3.&title=2.&part=1.&chapter=3.5.&article=1.	
			EO N-60-20	Information on County Data Monitoring	https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/COVID19CountyMonitoringOverview.aspx	
			EO N-60-20	County Data Monitoring Roadmap	https://covid19.ca.gov/roadmap-counties/#top	

SUMMARY OF STATE ACTIONS RELATED TO COVID-19

Updated September 24, 2020

Date	Order	Order No.	Authority	Summary	Link	
ADDITIONAL ACTIONS BY GOVERNOR NEWSOM						
9/23/2020	EO	N-80-20		Extends authorization for local governments to halt evictions for commercial renters impacted by the COVID-19 pandemic through March 31, 2021, and address a variety of issues in response to the pandemic.	https://www.gov.ca.gov/wp-content/uploads/2020/09/9.23.20-EO-N-80-20-COVID-19-signed.pdf	
9/23/2020	EO	N-80-20		Order extends provision allowing certain posting, filing and notice requirements under the CEQA to be fulfilled electronically.	https://www.gov.ca.gov/wp-content/uploads/2020/09/9.23.20-EO-N-80-20-COVID-19-signed.pdf	
9/3/2020	EO	N-78-20 N-44-20		Extends consumer protections against price gouging through March 4, 2021 as California continues to respond to the COVID-19 pandemic.	https://www.gov.ca.gov/wp-content/uploads/2020/09/9.3.20-EO-N-78-20.pdf	
8/28/2020	EO	N-77-20		Expedites efforts by the Department of General Services and the Department of Public Health to establish and operate up to three sites for use as laboratories to increase the State's COVID-19 testing capacity. To begin by 11/1/20 and run at full capacity by no later than 3/1/21. Will enable the State to provide up to an additional 150,000 COVID-19 diagnostic tests a day, with a contractual turnaround time of 24-48 hours.	https://www.gov.ca.gov/2020/08/28/governor-newsom-signs-executive-order-to-help-increase-states-testing-capacity/	
8/26/2020	EO	N-76-20		Extends the deadline for county elections officials to count and verify signatures submitted for initiative petitions seeking to qualify for the November 2022 ballot, giving the elections officials needed flexibility to focus on preparations for the General Election this November.	https://www.gov.ca.gov/2020/08/26/governor-newsom-signs-executive-order-on-elections/	
8/24/2020	EO	N-75-20		Allows the California Department of Consumer Affairs, in consultation with the California Department of Public Health, to issue waivers permitting pharmacists and pharmacy technicians to conduct CLIA-waived COVID-19 tests. Also, enables certain adoption paperwork to be completed remotely. Waives a time limit to allow individuals to continue receiving CalWORKs benefits; permits Franchise Tax Board to share tax return information with the Dept. of Social Services.	https://www.gov.ca.gov/2020/08/24/governor-newsom-signs-executive-order-in-response-to-covid-19-8-24-20/	
8/14/2020	EO	N-73-20		Deploying affordable and reliable broadband networks throughout California.	https://www.gov.ca.gov/category/executive-orders/	
7/31/2020	EO	N-72-20		Extends deadline for county assessment appeals boards to issue a decision pending tax assessment appeals filed on or before March 4.	https://www.gov.ca.gov/category/executive-orders/	
6/30/2020	EO	N-71-20		Extends authorization for local governments to halt evictions for renters impacted by the COVID-19 pandemic, through September 30.	https://www.gov.ca.gov/category/executive-orders/	
6/30/2020	EO	N-71-20		Waives eligibility re-determinations for Californians who participate in Medi-Cal to ensure they maintain their health coverage.	https://www.gov.ca.gov/category/executive-orders/	
6/30/2020	EO	N-71-20		Suspends face-to-face visits for eligibility for foster care.	https://www.gov.ca.gov/category/executive-orders/	

SUMMARY OF STATE ACTIONS RELATED TO COVID-19

Updated September 24, 2020

Date	Order	Order No.	Authority	Summary	Link	
6/30/2020	EO	N-71-20		Permits IHSS program caseworkers to continue caring for older adults and individuals with disabilities through video conferencing assessments.	https://www.gov.ca.gov/category/executive-orders/	
6/30/2020	EO	N-71-20		Extends waivers temporarily broadening the capability of counties to enroll persons into CalWORKs program, allowing for self-attestation of pregnancy and conditions of eligibility, and waiving in-person identification requirements.	https://www.gov.ca.gov/category/executive-orders/	
6/22/2020	EO	N-70-20		Extends a waiver that allows retailers to temporarily pause in-store redemption of beverage containers to mitigate spread of COVID-19.	https://www.gov.ca.gov/category/executive-orders/	
6/22/2020	EO	N-70-20		Suspends requirement for recycling centers to hold minimum number of hours of operation.	https://www.gov.ca.gov/category/executive-orders/	
6/15/2020	EO	N-69-20		Extends waivers temporarily broadening the capability of counties to enroll persons into the CalWORKs program.	https://www.gov.ca.gov/category/executive-orders/	
4/22/2020	EO	N-56-20		Empowering schools to focus on responding to COVID-19 and to provide transparency to their communities.	https://www.gov.ca.gov/category/executive-orders/	
3/13/2020	EO	N-26-20		Ensures California public school districts retain State funding even in the event of physical closures.	https://www.gov.ca.gov/category/executive-orders/	
				ADDITIONAL EXECUTIVE ORDERS CAN BE FOUND AT:	https://www.gov.ca.gov/category/executive-orders/	



Solano County

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

Agenda Submittal

Agenda #:	19	Status:	Agenda Ready
Type:	Report	Department:	Sheriff's Office
File #:	20-708	Contact:	Don Ryan, 784-1616
Agenda date:	10/06/2020	Final Action:	
Title:	Receive an update from the Incident Command Unit regarding the LNU Lightning Complex Fire emergency response and recovery efforts and current status of state and federal guidance regarding debris removal and funding requests.		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Proclamation of Local Emergency 8-19-2020, B - Local Health Emergency Order 8-24-2020, C - Proclamation Confirming Local Emergency 8-25-2020, D - Resolution No. 2020-173, E - Ordinance No. 2020 - 1811, F - Resolution No. 2020 - 176, G - Solano Fire Recovery Newsletter.pdf, H - LAC Recap.docx, I - FEMA Req for Phase 2 Debris Cleanup Funding.pdf		

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

DEPARTMENTAL RECOMMENDATION:

Incident Command staff recommends that the Board receive an update regarding the LNU Lightning Complex response and recovery efforts and current status of state and federal guidance regarding debris removal and funding requests.

SUMMARY:

The extent of damage attributed to the LNU Lightning Complex Fire has become clearer in the past few weeks. Cal Fire reports, which have affirmed by the Sheriff's Office and the Vacaville Fire Protection District, indicate 2 lives lost, 309 homes and 854 structures destroyed with additional loss or damage to related structures such as wells, septic tanks and perimeter fences. Other losses include 1426 PG&E power poles, 1818 feet of destroyed guardrail, 6 severely damaged culverts and 1000 burned trees within or along road rights of way. The loss of vegetative cover, wildlife and farm animals has also been extensive with a burn area extending north to south of over 15 miles and up to 7.5 miles wide. The extent of property loss and damage is unprecedented in recent Solano County history. In response to the fire and the destruction it caused, emergency declarations were made or confirmed by the Governor on August 18, 2020, the County Administrator on August 19, 2020, the President of the United States on August 22, 2020 and the Board of Supervisors on August 25, 2020.

The Board last received an update on the LNU Lightning Complex Fire on September 1, 2020. In conjunction with the update, the Board adopted an Urgency Ordinance establishing requirements for debris removal in the burn areas. The Board also adopted a resolution temporarily waiving fees for certain types of permits such as temporary power for properties in the burn area and on copy charges for certain types of legal documents and

deeds needed by residents who lost homes in the fire.

Since the last update, progress has been made in the initial phases of recovery from the fire. Initial cleanup efforts have been initiated and the County has been able to make contact with a significant number of residents who have been affected by the fire. The status of these various efforts is provided in the Discussion section of this report.

As we enter the recovery phase, the County is initiating numerous efforts to help residents in the recovery process. The County has also been aggressive in getting out public information in a timely manner on re-population of areas that were evacuated due to the fire and various safety messages. The County EOC was fully staffed the first 10 days of the event and continues to be activated virtually.

DISCUSSION:

Recovery will be a multi-pronged effort. Certain aspects are long term but staff is diligently working to take immediate steps for the benefit of the local community. They are summarized below. Staff anticipates returning to the Board in late October or early/mid-November with further recommendations on measures to assist residents impacted by the fire including a hardship waiver provision on building permits, possible extension of the temporary fee waivers, an allowance to use previously approved plans on homes destroyed that were constructed in the past 5 years (with minor updates to account for recent building code changes) and special RV placement provisions applicable to properties in the burn area.

Ash and Debris Removal:

The sequence of ash and debris removal will directly impact many permitting issues. Both FEMA and CALOES have commented that no re-occupancy may occur on properties where there are burned structures larger than 120 sf. until Phase 1 and Phase 2 cleanup have been completed. This includes temporary RV's. The County is seeking clarification on where there might be flexibility based on variables such as larger parcel sizes in parts of the burn area that might allow adequate separation from potential health hazards associated with debris piles. Until we get clarification, there is a risk of losing eligibility for public funding of debris removal if re-occupancy of burn properties were allowed prior to the Department of Toxic Substances (DTSC) cleanup standards.

In consideration of this factor, staff is taking necessary steps to expedite the cleanup process. The County did receive commitment of Phase 1 clean up funding from FEMA for household hazardous waste cleanup of affected process and that process is nearly complete. Contractors from DTSC are currently finishing cleanup of the remaining lots. According to the DTSC, 437 of the 492 properties have been completed.

Phase 1 cleanup has been limited to household hazardous wastes, electronic waste and limited asbestos removal. Phase 2 cleanup would cover removal of remaining structure ash, debris and asbestos. As of the writing of this report, the County has received a funding commitment for Phase 2 cleanup from FEMA and CalOES on September 30, 2020. An initial request for Phase 2 funding was made in August with a follow up correspondence sent to FEMA on September 28, 2020 (See attached). Multiple counties were impacted by the LNU Lighting Complex Fire which may affect timing and how FEMA approaches Phase 2 funding.

Once properties are cleared under Phase 1 cleanup, property owners can opt to proceed with Phase 2 cleanup utilizing funds from property insurance or other sources. They would not be eligible to receive public funds if they become available. If property owners opt to proceed on their own, they must first submit a Phase 2 cleanup work plan to County Environmental Health. Thus far, 36 work plans have been approved. 27 others are currently in review.

Temporary Power Permits/Temporary RV's

Because Phase 1 and Phase 2 cleanup has not been completed in the burn area, building permit activity has generally been limited to temporary power requests for agricultural operations (water well) and for swimming pools not damaged by the fire. Thus far, 31 applications for temporary power permits within the burn area have been received. Once debris removal is complete from affected properties, it is anticipated that additional temporary power permits will be received for temporary RV's that will be utilized by some residents as they re-build homes lost in the fire. The Zoning Ordinance already allows use of an RV as a temporary residence in cases of fire destruction and the re-build process. The Ordinance allows such use for up to 18 months. Specific forms and criteria are being developed following state and federal guidelines for temporary RV's which will be utilized for properties in the burn area. Staff consulted with the Vacaville Fire Protection District and they are in concurrence with allowing temporary RV's subject to appropriate smoke alarms and property addressing.

Fee Waivers/Hardship Exemptions

The Board actions on September 1, 2020 included a temporary fee waiver for several minor permit categories such as temporary power and septic/well inspections. The waiver was for 60 days. Staff is evaluating the number and type of permits under this waiver we have received thus far, and the level of activity we anticipate in the coming months. Fee revenue foregone under the waivers equates to about \$5600 thus far. It can be anticipated requests for temporary power permits will likely increase once temporary RV's are allowed on properties where homes have been lost to the fire. An extension of the fee waiver until the end of the year would provide assistance to those homeowners in that situation. Staff will return to the Board later this month with further analysis of the fee waiver program and whether there is justification to extend it further.

Longer term the Board will need to weigh other types of fee waivers versus costs to process permits relative to staff time and the possibility that homeowners insurance may cover cost of permitting as part of the re-build. Building permits for new dwelling construction fall under this category. Staff is exploring establishing a Hardship Fee Waiver provision for properties in the burn area where a true hardship situation can be documented.

Staff is also exploring allowing owners of destroyed homes that are newer to utilize existing plans with only minor updates to account for recent code changes. This would significantly reduce the cost of plan check review. This would likely be feasible for homes that had been constructed in the last 5 years.

Local Assistance Center and Follow up Actions

A Local Assistance Center was stood up on August 30, 2020 at the Solano Community College Vacaville Campus in conjunction with FEMA to assist residents in understanding what assistance might be available and to answer their questions on many issues that would be important to them such as how to obtain personal records lost in the fire, the cleanup process for their properties, what type of permits will be pertinent in their effort to re-build, mental health resources in response to the trauma and many other services. The Center remained open at the Vacaville site until September 5, 2020 after which it was re-located to the Fairfield CAC in the cafeteria. During the time the Center was open in Vacaville, 349 unduplicated households were served with some returning a second and third time. A summary of the various services provided at the LAC and the number of customers served is provided in an attachment.

The LAC function at the Fairfield CAC was in person staffed from September 8, 2020 through September 15, 2020 primarily by staff from Environmental Health, Public Works, Building Inspection, Assessor Recorder, and the Sheriff OES. Informational materials from other services were also available as was assistance for registering residents with FEMA. 33 residents were served at the Fairfield LAC during that period.

Since September 16, 2020 LAC functions have been available by appointment. A call-in line is available and through that line appointments can be made with the appropriate department or service provider. A virtual LAC has also been established at SolanoCountyRecovers.org.

The next phase under consideration is opening up a permit center in a regionally convenient location for residents who lost homes in the fire and are ready to begin the re-building process. We anticipate that some individuals would likely begin preparing building permit applications in the next month or two so our goal would be get a permit center up and running within that time frame. With 309 homes lost in the fire, we can anticipate increased building permit activity for at least the next year as individuals pursuing re-building will likely have varied time frames and resources to begin the process. The center would be staffed full time and connected to the County's various systems. At minimum, staff representing the Building and Environmental Health Divisions would be housed at the center.

Newsletter/Communication with Residents

Staff has recently developed a newsletter (Attached) providing useful information to residents in the burn area. It was sent out and is also viewable on the [SolanoCountyRecovers](http://SolanoCountyRecovers.org) web page.

Environmental Health staff has also directly contacted by phone/email over 290 property owners who lost homes to provide information and determine what assistance may be needed.

FINANCIAL IMPACT:

The full extent of financial impacts from the LNU Complex Fire are unknown at this time. The Auditors Office is currently estimating a reduction of approximately \$250K in yearly property tax revenue due to loss of dwellings and structures. Federal and State reimbursement is anticipated for damage to roads and infrastructure although it will not cover 100% of the costs. Repairs for damage to Lake Solano Park will generally be covered by insurance. Remaining costs would be covered utilizing funds from the 5 Million dollar contingency established for fire recovery.

ALTERNATIVES:

The Board could choose not to receive the update. Such action is not recommended as there will be many steps in the recovery process from the LNU Lightning Complex Fire and it will be important for the Board to receive timely updates on progress that is being made.

OTHER AGENCY INVOLVEMENT:

In addition to the CAO's office, the Sheriff's Department and the Resource Management Department, numerous other County Departments have been involved in the recovery process along with consultation with CALOES and FEMA.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

PROCLAMATION OF LOCAL EMERGENCY
[Gov. Code, § 8630]

WHEREAS, Government Code section 8630 and Solano County Code sections 7-12 (a) and (b) and 7-13 (a)(1), authorize the Solano County Administrator, acting as the Incident Commander for Emergency Services, to proclaim a local emergency as defined by Government Code section 8558, subdivision (c) when the Solano County Board of Supervisors is not in session; and

WHEREAS, the Solano County Incident Commander finds that conditions of extreme peril to life and property now exists in Solano County caused by the August 2020 Lightning Complex Fire, which began on August 17, 2020 in Napa County and crossed into Solano County on August 18, 2020.

WHEREAS, these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of Solano County; and

WHEREAS, the Solano County Board of Supervisors is not in session and cannot immediately be called into session.

NOW, THEREFORE, THE SOLANO COUNTY INCIDENT COMMANDER DECLARES AND PROCLAIMS THAT:

Conditions of extreme peril to the safety of persons and property have arisen throughout Solano County and a local emergency now exists in Solano County.

During the existence of this local emergency the powers, functions, and duties of the emergency organization of Solano County shall be those prescribed by state law, by ordinances, resolutions and approved emergency plans of Solano County.

The Operational Area has experienced significant loss of homes and businesses and is requesting the director of Cal OES concur and request that the Governor include Solano County in a State of Emergency Declaration. Further, request any and all State and Federal assistance, as well as any other assistance that may be made available to assist Solano County and our residents in recovering from this disaster.

This local emergency proclamation shall expire in 7 days after its issuance unless confirmed and ratified by the Solano County Board of Supervisors.

This proclamation and its contents will be published and promulgated in as widespread a manner as is reasonably feasible under the conditions prevailing during this local emergency.

Date: August 19, 2020

By: 

Birgitta E. Corsello

Solano County Incident Commander

PROCLAMATION OF A LOCAL HEALTH EMERGENCY
BY THE SOLANO COUNTY HEALTH OFFICER

WHEREAS, California Government Code section 8630 and Solano County Code sections 7-12 (a) and (b) and 7-13 (a)(1), authorize the Solano County Administrator, acting as the Incident Commander for Emergency Services, to proclaim a local emergency as defined by Government Code section 8558(c) when the Solano County Board of Supervisors is not in session; and

WHEREAS, on August 19, 2020, the Solano County Incident Commander issued a Proclamation of a Local Emergency for the County of Solano, State of California related to the August 2020 LNU Lightning Complex Fires; and

WHEREAS, on August 18, 2020, the Governor of the State of California proclaimed a state of emergency exists statewide due to fires burning statewide; and

WHEREAS, on August 22, 2020, the President issued a Major Disaster Declaration due to the fires; and

WHEREAS, the potential for widespread toxic exposures and threats to public health and the environment exists in the aftermath of a major wildfire disaster. Debris and ash from residential structure fires contain hazardous substances and the health effects of hazardous substance releases after a wildfire are well documented; and

WHEREAS, the combustion of building materials such as siding, roofing tiles, and insulation result in dangerous ash that may contain asbestos, heavy metals, and other hazardous materials. Household hazardous waste such as paint, gasoline, cleaning products, pesticides, compressed gas cylinders, and chemicals may have been stored in homes, garages, or outbuildings that may have burned in the fire, also producing hazardous materials; and

WHEREAS, exposure to hazardous substances may lead to acute and chronic health effects and may cause long-term public health and environmental impacts. Uncontrolled hazardous materials and debris pose significant threats to public health through inhalation of dust particles and contamination of drinking water supplies. Improper handling can expose workers to toxic materials, and improper transport and disposal of fire debris can spread hazardous substances throughout the community; and

WHEREAS, the County is also under a Local Health Emergency due to COVID-19 which continues to create an imminent and substantial threat to public health and safety; and

WHEREAS, Health and Safety Code section 101040 confers upon the local Health Officer of political subdivisions of the state emergency powers necessary to protect public health and safety; and

WHEREAS, pursuant to Health and Safety Code section 101080, the Health Officer for the County of Solano is authorized to proclaim the existence of a local health emergency when this County or any area of the County is affected or likely to be affected by such a public health threat while the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors within seven days, and subject to reaffirmation every 30 days thereafter until such local health emergency is terminated; and

WHEREAS, the Health Officer for the County of Solano hereby finds that:

- (a) The LNU Lightning Complex Fires have created certain hazardous waste conditions in the County in the form of contaminated debris from household hazardous waste/materials and structural debris resulting from the destruction of a large number of structures; and
- (b) Post-fire conditions, if not addressed, have the potential to threaten water supplies; and
- (c) The hazardous waste debris poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and
- (d) There is a threat of infectious or communicable disease and/or non-communicable biologic agents due to accumulations of perishable foods and other organic materials that normally require refrigeration but have been left to spoil in areas that have lacked electricity and also due to potential contamination or destruction of residential and commercial water supply in the burned areas; and
- (e) The combination of the COVID-19 pandemic and mass population displacement threatens human health; and
- (f) These threats to public health necessitate the proclamation of the existence of a local health emergency.

NOW, THEREFORE, THE SOLANO COUNTY HEALTH OFFICER PROCLAIMS:

1. A local health emergency exists in the burned areas of Solano County due to hazardous waste in the form of contaminated debris from hazardous waste/materials and structural debris from the ongoing LNU Lightning Complex .
2. During the existence of the local emergency the powers, functions, and duties of the County Health Officer shall be those prescribed by State law, including the provisions of Sections 101040 and 101085 of the Health and Safety Code, along with any Solano County ordinances and resolutions.
3. In connection with the foregoing proclamation and order, the Solano County Health Officer orders that immediate action be taken to remove hazardous waste and materials from property sites within the 2020 LNU Lightning Complex area that are toxic, flammable, corrosive, or reactive and create an imminent threat to public health and

safety.

4. This proclamation of a local health emergency shall be reviewed by the Solano County Board of Supervisors within seven days and subject to reaffirmation every 30 days thereafter until such local health emergency is terminated.

SIGNED AND SUBSCRIBED this 24th day of August, 2020.

A handwritten signature in dark ink, reading "Bela T. Matyas", written over a horizontal line.

Dr. Bela Matyas
Solano County Health Officer

PROCLAMATION AND RESOLUTION NO. 2020- 161

**PROCLAMATION AND RESOLUTION OF THE SOLANO COUNTY BOARD OF
SUPERVISORS CONFIRMING LOCAL EMERGENCY**

WHEREAS, Government Code section 8630 and Solano County Code sections 7-12 (a) and (b) and 7-13 (a)(1), authorize the Solano County Administrator, acting as the Incident Commander for Emergency Services, to proclaim a local emergency as defined by Government Code section 8558, subdivision (c) when the Board of Supervisors is not in session; and

WHEREAS, on Wednesday, August 19, 2020, the Solano County Administrator found that due to the August 2020 Lightning Complex Fire, which began on August 17, 2020 in Napa County and crossed into Solano County on August 18, 2020, that conditions of extreme peril to life and property existed in Solano County and proclaimed a local emergency; and

WHEREAS, under Solano County Code Section 7-13 (a)(2), the Solano County Administrator has now determined that locally available resources are inadequate to cope with the emergency and has requested the Chair of the Board of Supervisors request the Governor of the State of California to proclaim a state of local emergency within Solano County; and

WHEREAS, on August 24, 2020, the Solano County Health Officer declared a Local Health Emergency due to the widespread toxic exposures and threat to the public health and environment existing in the burned areas of the County in the form of contaminated debris.

PROCLAIMED, the Solano County Board of Supervisors confirms the determination of the Solano County Administrator that locally available resources are inadequate to cope with the emergency and proclaims that a local emergency exists in Solano County under Government Code section 8630 and other applicable laws.

Resolved, the Solano County Administrator, or her representative, is designated as the authorized representative of the County of Solano for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.

Resolved, the Solano County Administrator shall prepare damage estimates and reports in coordination with the Coastal Region of the Governor's Office of Emergency Services and apply for Federal or California Disaster Assistance Act funds should they become available.

Resolved, the Solano County Board of Supervisors authorizes the Auditor-Controller, with concurrence from the County Administrator, to make the necessary budgetary adjustments in the applicable fund(s).

Resolved, the Board of Supervisors shall review this confirmation of the Proclamation of Local Emergency within 30 days, to determine the need for continuing the local emergency or to proclaim the termination of the local emergency at the earliest possible date that conditions warrant.

Resolved, the Board of Supervisors requests the director of Cal OES concur and request that the Governor include Solano County in a State of Emergency Declaration. Further, request any

and all State and Federal assistance, as well as any other assistance that may be made available to assist Solano County and our residents in recovering from this disaster.

Resolved, all County officers and employees shall take all the steps requested by the Public Health Officer to qualify the County for reimbursement from the Federal Emergency Management Agency and for other state and federal relieve as may be available to reimburse the County for the expenses it incurs in addressing this emergency.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on August 25, 2020, by the following vote:

AYES: Supervisors Brown, Spering, Vasquez, Thomson
and Chairwoman Hannigan

NOES: Supervisors None.

EXCUSED: Supervisors None.


ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

ATTEST:
Birgitta E. Corsello, Clerk
Board of Supervisors

By 
Jeanette Neiger, Chief Deputy Clerk

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS DECLARING THE PROPERTIES DAMAGED BY THE LNU LIGHTNING COMPLEX FIRE ELIGIBLE FOR PERMIT FEE WAIVERS FOR INSPECTIONS OF SEPTIC SYSTEMS, WELLS, HAZARDOUS MATERIAL ASSESSMENT, TEMPORARY POWER POLES AND CHARGES FOR COPIES OF VARIOUS DEEDS

WHEREAS, on Wednesday, August 19, 2020, a wildfire from the Hennessy Fire crossed over into Solano County and quickly spread through unincorporated areas north of the City of Vacaville prompting emergency evacuations; and

WHEREAS, due to extreme weather conditions, characterized by extremely high temperatures and low humidity, this wildfire, now known as the LNU Lightning Complex Fire (LNU Fire), quickly grew out of control, and at only 33% percent containment, burned approximately 368,800 acres in five counties, including Solano, Napa, Lake, Sonoma, and Yolo; and

WHEREAS, as of August 25, 2020, the LNU Fire was contained in Solano County having burned over 50,000 acres and damaging or destroying approximately 300 homes and accessory structures; and

WHEREAS, in an effort to assist property owners in the areas of Solano County who lost legal structures in the perimeters of these fires, and who now must fight through the strenuous pain to rebuild their lives, the Solano County Board of Supervisors confirmed the declaration of a local disaster and directed the Solano County Administrator to apply for Federal or California Disaster Assistance Act funds should they become available; and

WHEREAS, the exact boundaries of the affected areas will be formalized by the County's Department of Resource Management, in conjunction with County OES, CAL FIRE, and other regional fire officials.

RESOLVED, property owners victimized by the LNU Lightning Complex Fire in the unincorporated area of Solano County, and within the approved geographic boundary, shall be eligible for a waiver of any fee for inspection of a septic system, well, hazardous materials assessment, and temporary power poles along with charges by the Assessor/Recorder for copies of grant deeds, quit claims, or deeds of reconveyance through October 31, 2020.

FURTHER RESOLVED, the Interim Director of Resource Management is directed to work with County OES and CAL FIRE and other regional fire entities to finalize the map to be used in determining the exact boundaries of the geographic area eligible for fee waivers.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on September 1, 2020, by the following vote:

AYES: Supervisors Brown, Spering, Vasquez, Thomson
and Chairwoman Hannigan

NOES: Supervisors None.

EXCUSED: Supervisors None.

ATTEST:
Birgitta E. Corsello, Clerk
Board of Supervisors


ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

By: 
Jeanette Neiger, Chief Deputy Clerk

ORDINANCE NO. 2020-1811

**AN URGENCY ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY
OF SOLANO, STATE OF CALIFORNIA, ESTABLISHING REQUIREMENTS FOR
THE REMOVAL OF FIRE DAMAGED DEBRIS FROM PRIVATE PROPERTY
FOLLOWING THE LNU LIGHTNING COMPLEX FIRES
URGENCY ORDINANCE: 4/5 VOTE REQUIRED**

The Board of Supervisors of the County of Solano, State of California, ordains as follows:

Section I. This ordinance shall be known as the LNU Lightning Complex Fires Cleanup Emergency Ordinance.

Section II. Emergency Findings. This urgency ordinance is adopted pursuant to California Government Code sections 25123(d) and 25131 and shall take effect immediately upon its approval by at least a four-fifths vote of the Board of Supervisors. The Board finds that this ordinance is necessary for the immediate preservation of the public peace, health and safety, based upon the following facts:

1. A large number of structures have burned in the LNU Lightning Complex Fires.
2. The potential for widespread toxic exposures and threats to public health and the environment exists in the aftermath of a major wildfire disaster. Debris and ash from residential structure fires can contain hazardous substances and the health effects of hazardous substances releases after a wildfire are well- documented.
3. The combustion of building materials such as siding, roofing tiles, and insulation can result in dangerous ash that contains asbestos, heavy metals, and other hazardous materials. Household hazardous waste such as paint, gasoline, cleaning products, pesticides, compressed gas cylinders, and chemicals may have been stored in homes, garages, or sheds that may have also burned in the fire, also producing hazardous materials.
4. Exposure to hazardous substances may lead to acute and chronic health effects, and may potentially cause long-term public health and environmental impacts. Uncontrolled hazardous materials and debris pose significant threats to public health through inhalation of dust particles and contamination of drinking water supplies. Improper handling can expose workers to toxic materials, and improper transport and disposal of fire debris can spread hazardous substances throughout the community.
5. Standards are needed immediately to protect the environment and public health, and to facilitate coordinated and effective mitigation of the risks to the environment and public health from the health hazards generated in the LNU Lightning Complex Fires disaster.
6. On August 24, 2020, pursuant to California Health and Safety Code section 101080, the County Health Officer proclaimed a local health emergency due to the hazardous post-fire conditions.
7. On August 29, 2020, the County Health Officer issued an Emergency Order of the Solano County Health Officer Concerning Re-Entry and Prohibiting the

Endangerment of the Community Through the Unsafe Removal, Transport, and Disposal of Fire Debris. The order states: "1. Until the enactment of additional requirements to address the LNU Lightning Complex Fires disaster clean up, no cleanup activities of burned structures shall commence without the written authorization of the County of Solano's Department of Resource Management Division of Environmental Health. 2. Until the enactment of additional requirements to address the LNU Lightning Complex Fires disaster clean up, no debris bins shall be provided to property owners for the purposes of the removal of fire debris without the written authorization of the County of Solano. 3. Until the enactment of additional requirements to address the LNU Lightning Complex Fires disaster recovery, no one shall temporarily occupy or camp on private property without the prior written authorization of the County of Solano and the development of standards that can protect the health and safety of such temporary occupants."

8. It is essential that this ordinance become immediately effective in order to mitigate the harm that could be caused to the public health and safety and to the environment from improper disturbance, removal, and/or disposal of debris containing hazardous materials, and to facilitate the orderly response to the LNU Lightning Complex Fires disaster.

Section III. Removal of Fire Damaged Debris from Private Property.

1. Definitions.

- (a) Director. The term Director shall mean the Solano County Director of Resource Management and her/his designee.
- (b) Removal of Fire Debris. The term "removal of fire debris" as used in this ordinance includes all cleanup of fire debris resulting from the LNU Lightning Complex Fires, including removal, transport and disposal of fire debris, but it does not include the removal of personal property that is not fire debris from residential sites.
- (c) Cleanup Requirements. The term "cleanup requirements" means CalRecycle guidance for private debris removal, as modified by the Director to establish requirements applicable to the LNU Lightning Complex Fires disaster in Solano County.
- (d) Board. The term "Board" means the board of supervisors.
- (e) Ordinance. The term "Ordinance" means this LNU Lightning Complex Fires Cleanup Emergency Ordinance.

2. Term of this Ordinance.

This Ordinance shall take effect immediately upon adoption and shall remain in effect until the later of the cleanup of all fire debris on all fire-damaged properties from the LNU Lightning Complex Fires or the completion of all enforcement matters related to this Ordinance, if any.

3. Prohibition on Removal of Fire Debris from Private Property.

No removal of fire debris shall occur from private property without (1) an initial hazardous materials inspection meeting applicable Department of Toxic Substances Control guidelines and (2) authorization under this Ordinance.

4. Removal of Fire Debris.

- (a) Cleanup Requirements. The Director shall adopt cleanup requirements consistent with CalRecycle guidelines, as determined by the Director. The Director may modify, interpret, or clarify these requirements to meet emergency cleanup needs.
- (b) Application. The Director shall adopt an application that discloses the appropriate licensed contractors and appropriate plans to meet the cleanup requirements. Property owners with damaged or destroyed structures from the LNU Lightning Complex Fires shall submit the required application to the Director. Removal of fire debris from private property shall not begin until the Director approves the application. The Director may rely upon the expertise of other County departments in deciding whether to approve the application. The Director shall approve or disapprove the application of a property owner based on the adopted cleanup requirements.
- (c) Permit. The approved application constitutes a permit to conduct the work described in the application.
- (d) Certification. Upon completion of the work described in the approved plans, the property owner shall submit a certification of successful completion of the work to the Director. The Director shall approve the certification if the property meets the adopted cleanup requirements.
- (e) Notwithstanding any contrary provision in the Solano County Code, no county demolition permit shall be required for debris removal work for which the Director has issued a permit or other approval pursuant to this Ordinance.
- (f) The Director may grant conditional exemptions to the application and certification requirements for small structures.

5. Hold on Building Permits.

- (a) No building permit may be acted on for parcels with fire debris from the LNU Lightning Complex Fires until the Director approves the certification required by this Ordinance that cleanup has been completed.
- (b) Any issued Solano County building permit to repair or reconstruct a fire damaged structure or private infrastructure shall be held in abeyance until fire debris cleanup is completed on the affected property and the Building Official receives confirmation by the Director of an approved certification.

6. Deadlines and Enforcement.

- (a) With the concurrence of the County Administrator, the Director may set cleanup application deadlines by public means, including posting at the County Administration Center and posting on the County website. The Director may modify these deadlines in individual cases based on extenuating circumstances.

- (b) Properties with fire debris from the LNU Lightning Complex Fires that lack an approved application by the application deadlines set pursuant to this Ordinance are a nuisance and health hazard, and may be subject to abatement.
- (c) With the concurrence of the County Administrator, the Director may set cleanup completion deadlines by public means, including posting at the County Administration Center and posting on the County website. The Director may modify these deadlines in individual cases based on extenuating circumstances.
- (d) Properties on which cleanup work for the LNU Lightning Complex Fires has not been completed by the deadline set by the Board are a nuisance and health hazard, and may be subject to abatement.
- (e) Enforcement and Abatement.

1. General Enforcement Action. When the Director determines that there is a violation of this Ordinance, the Director may initiate an enforcement action using the process set forth in Section 1-21 of the Solano County Code and may seek the imposition of costs and civil penalties. Nothing in this provision is intended to prevent alternate enforcement mechanisms, including but not limited to, health officer orders pursuant to Health & Safety Code section 101040. Violation of this ordinance shall be an infraction, and a knowing violation may be prosecuted as either an infraction or a misdemeanor. The civil penalties for non-compliance with this ordinance or any order issued pursuant to this ordinance shall be those set forth in Government Code section 25132.

2. Summary Abatement. Pursuant to the authority of Cal. Const., art. XI, Section 7: Health & Safety Code Section 101040, Government Code Section 25845, Solano County Code section 1-20, if the Director determines that a violation of this ordinance has created an emergency condition that seriously endangers the public health or safety, the County may abate the condition within the unincorporated territory of the County of Solano. The costs shall be charged to the property owner(s) and the County may, at its option, recover the same in a civil action. Such charges shall be in addition to any penalty for a violation of this Ordinance.

i. Pre-Abatement Notice. Unless emergency conditions preclude doing so, the Director shall issue a Summary Abatement Notice and Order with owner(s) as listed on the last equalized tax roll. A summary of the Notice and Order shall be posted in a conspicuous location on the property to be abated at least 10 days prior to the summary abatement action.

ii. Appeal and Waiver. The property owner(s) or any person or entity having a legal interest in the property may submit a written appeal to the County Administrator of the Summary Abatement Notice no later than 10 days from the date of mailing of the Notice and Order. The written appeal shall state the basis for the appeal. The County Administrator shall review the appeal and

shall issue a written decision no later than 10 days after receipt. The County Administrator's Decision shall uphold, rescind or modify the determination of the Notice and Order. The County Administrator's Decision on the appeal shall be final. Failure to appeal within the time prescribed shall constitute a waiver of the right to contest the summary abatement.

- iii. Post Abatement Notice. After the summary abatement is completed, the Director shall serve the property owner(s) with a post abatement notice that sets forth: (a) The actions taken by the County; (b) the reasons for the actions; (c) a statement of the costs, expenses and attorney fees, if any, of the abatement, and notice of the County's intent to collect those costs; and (d) the right to appeal the costs determination within 10 days of the notice. If the property owner is responsible for any costs, expenses or attorney fees, such costs shall become a lien against the property and a Notice of Abatement Lien may be recorded.
 - iv. Post Abatement Costs Appeal. If the property owner(s) or anyone with a legal interest in the property submits a timely costs appeal, the County shall schedule an administrative hearing on the matter and provide the appealing party with reasonable notice of the hearing. The hearing officer shall conduct an administrative hearing where each party shall have the opportunity to present evidence and the County shall have the obligation to establish that the costs, including expenses and attorney fees, if any, incurred for the summary abatement were necessary by a preponderance of the evidence. After the hearing, the hearing officer shall issue a written decision and order that shall be served upon the appealing party within 30 days of the hearing unless extended by agreement of the parties.
3. Judicial Enforcement Action. County Counsel is authorized to initiate judicial enforcement as to a violation of any provision of this Ordinance without further Board approval.
 4. Remedies Not Exclusive. The remedies identified are in addition to and do not supersede or limit any and all other remedies, civil or criminal. The remedies provided in this chapter shall be cumulative and not exclusive.

Section IV. Adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(3) regarding projects to maintain, repair, restore, or replace property or facilities damaged or destroyed as a result of a declared disaster and Section 21080(b)(4) regarding actions to mitigate or prevent an emergency, and CEQA Guidelines Section 15269(a) regarding maintaining, repairing, restoring, demolishing, or replacing property or facilities damaged or destroyed as a result of a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code.

Section V. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

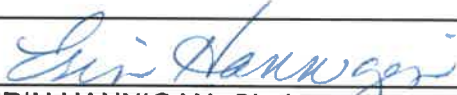
Section VI. This ordinance is an urgency measure and takes effect immediately. Before the expiration of 15 days, a summary of this ordinance with the recorded vote of the Supervisors will be published in the Fairfield Daily Republic, a newspaper of general circulation in Solano County.

Passed and adopted as an urgency ordinance by the Solano County Board of Supervisors at its regular meeting on September 1, 2020 by the following vote:

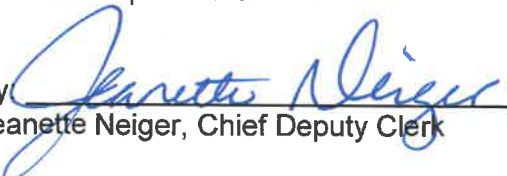
AYES: SUPERVISORS Brown, Spering, Vasquez, Thomson
and Chairwoman Hannigan

NOES: SUPERVISORS None.

EXCUSED: SUPERVISORS None.


ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

ATTEST:
BIRGITTA E. CORSELLO, Clerk
Board of Supervisors

By 
Jeanette Neiger, Chief Deputy Clerk

RESOLUTION NO. 2020 - 176

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS CONFIRMING THE
NEED FOR THE LOCAL EMERGENCY AND LOCAL HEALTH EMERGENCY
PROCLAMATIONS IN RESPONSE TO THE LNU LIGHTNING COMPLEX FIRE**

Whereas, Government Code section 8630 and Solano County Code sections 7-12 (a) and (b) and 7-13 (a)(1), authorize the Solano County Administrator, acting as the Incident Commander for Emergency Services, to proclaim a local emergency as defined by Government Code section 8558, subdivision (c) when the Board of Supervisors is not in session; and

Whereas, on Wednesday, August 19, 2020, the Solano County Administrator found that due to the August 2020 Lightning Complex Fire, which began on August 17, 2020 in Napa County and crossed into Solano County on August 18, 2020, that conditions of extreme peril to life and property existed in Solano County and proclaimed a local emergency; and

Whereas, on August 24, 2020, the Solano County Health Officer declared a Local Health Emergency due to the widespread toxic exposures and threat to the public health and environment existing in the burned areas of the County in the form of contaminated debris; and

Whereas, on August 25, 2020, pursuant to Resolution 2020-161, the Solano County Board of Supervisors confirmed and ratified the Proclamation of a Local Emergency and Local Health Emergency based on the conditions that continued to exist in Solano County under Government Code section 8630 and other applicable laws; and

Whereas, the emergency conditions related to recovery and cleanup that warrant the continuation of the Local Emergency and Local Health Emergency.

Resolved, the Solano County Board of Supervisors confirms the need for continuing the local emergency and declares the orders previously issued for the LNU Lightning Complex Fire remain in place.

Resolved, the Board of Supervisors shall review this confirmation of the Proclamation of Local Emergency and Local Health Emergency within 30 days, to determine the need for continuing the local emergency or to proclaim the termination of the local emergency at the earliest possible date that conditions warrant.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on September 22, 2020, by the following vote:

AYES: Supervisors Hannigan, Brown, Sperring, Vasquez, Thomson

NOES: Supervisors None.

EXCUSED: Supervisors None.


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 RECOVERS

www.SolanoCountyRecovers.Org



Solano County Fire Recovery Newsletter

A resource guide for Solano County residents impacted by the LNU Lightning Complex fire

Origins of the LNU Lightning Complex Fire

In the early morning hours of Sunday, August 16, 2020, and again on Monday, August 17, a series of highly unusual thunderstorms rolled through most of northern California, resulting in short thunderstorms that produced a reported 10,849 lightning strikes that – within a 72-hour period – sparked 376 wildfires statewide. The LNU Lightning Complex fire, which is made of numerous lightning-sparked fires, including the Hennessey Fire, Gamble, Green, Markley, Spanish and Morgan Fires, all started out small, fed by strong winds, grew together into one massive fire complex.

Impacts of the LNU Lightning Complex fire

According to Cal Fire, the LNU Lightning Complex fire has been active for more than a month, burned more than 363,000 acres throughout six Counties, including Solano, Napa, Sonoma, Yolo, Lake and Colusa, and is at 98 percent containment (as of September 30, 2020). The LNU Lightning Complex

fire claimed the lives of five individuals, two in Solano County, and injured five more. The fire destroyed 1,491 residential and commercial structures and severely damaged more than 230 structures. The cleanup process has officially begun in Solano County, as well as in neighboring counties impacted by the fire, and will continue for the time being.

LNU LIGHTNING COMPLEX in SOLANO COUNTY

309	Homes Destroyed
854	Structures Damaged
1,426	Utility Poles Replaced
42,000	Acres Burned



Debris Removal **PHASE ONE**



Fire recovery crews from the California Department of Toxic Substances Control (DTSC) work to cleanup properties that were impacted by the LNU Lightning Complex fire in Solano County - September 2020

FIRE RECOVERY, PHASE ONE **Household Hazardous Waste Removal (HHW)**

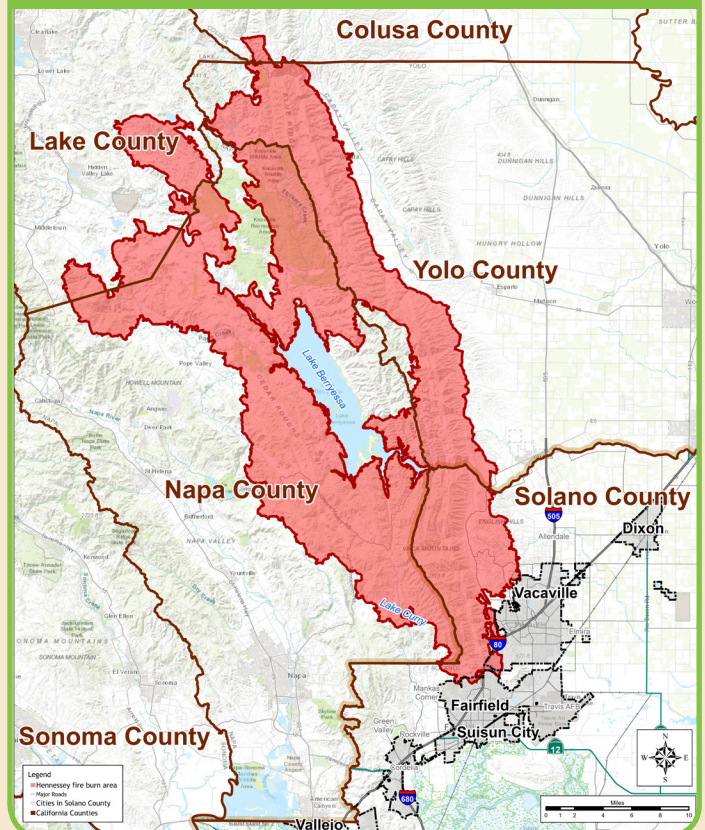
On September 9, 2020 teams from Solano County Environmental Health and California Department of Toxic Substances Control (DTSC) began assessing properties within the burn area and removing any HHW that pose a threat to human health and the environment such as batteries, pesticides, fertilizers, cleaning products and paints. This work is ongoing and is anticipated to be completed by early October. Phase One funding is provided through a coordinated effort between local, state, and federal agencies so there is no cost to property owners. A notice is posted on the property after it has been cleared of HHW so it is normal to still see fire debris and ash remaining on the property that is to be removed during Phase Two.



More info on HHW removal
at the Department of Toxic
Substances Control website,
<https://DTSC.Ca.Gov>

Solano County, California

LNU Lightning Complex





Debris Removal **PHASE TWO**

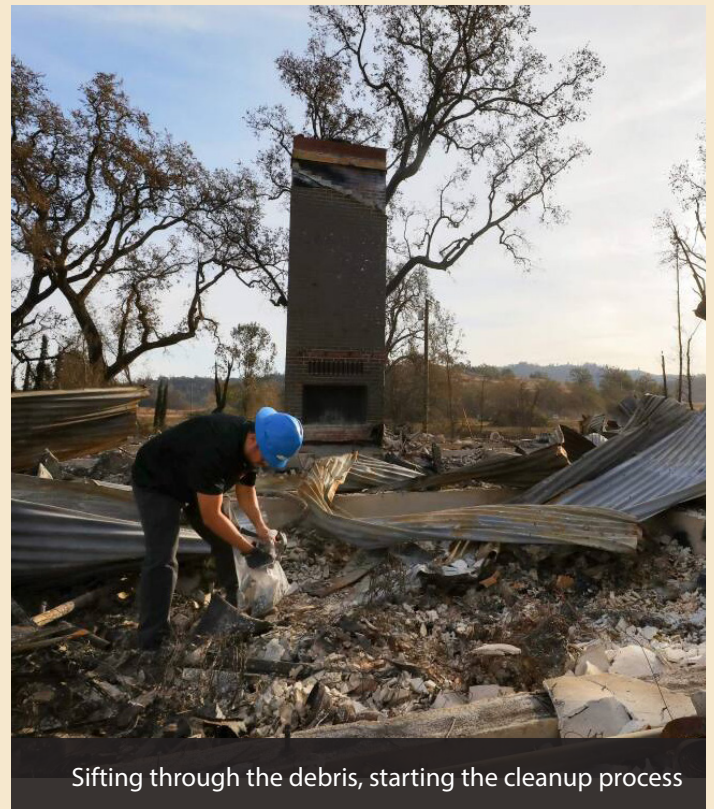
Phase Two includes the removal of all structure debris, asbestos identified, but not removed during Phase One, foundations, trees that present a safety hazard, and some soil to ensure the site is clean and safe for rebuilding. The remaining fire debris and ash may contain hazardous substances like heavy metals and asbestos fibers. Appropriate PPE must be worn to handle this debris. Before this work can be done, property owners must decide if they prefer to proceed with a **Phase Two - Private Option or Phase Two - Public Option**.

PRIVATE CLEANUP OPTION

Property owners who choose not to wait to participate in a government-sponsored cleanup program, must hire a licensed contractor(s) to remove fire debris and cleanup their property. A Phase Two Private Option Application and Work Plan must be approved by Solano County Environmental Health prior to commencement of work. Private debris removal and cleanup is done at the property owner's expense and must follow the standards set forth by the state for wildfire debris removal.

PUBLIC CLEANUP OPTION

Solano County is pursuing funding for a government sponsored clean up program in coordination with local, state and federal agencies. At the time this newsletter went to press, a commitment of this funding has not been made by FEMA. Should the funding become available, we will still have to determine how quickly the government contractors could begin the work. This would be a no cost program to the property owner if they elect to use this option. It is important to note that any insurance proceeds that the owner would otherwise be entitled to for debris clean up under their policy would be transferred to FEMA to offset costs of the program. Any and all costs beyond insurance coverage will not be charged to the property owner but will be covered by the government sponsored cleanup program.



Sifting through the debris, starting the cleanup process

WAITING ON FUNDING

On Tuesday, August 25, the Solano County Administrator's Office sent a letter to the Director of the California Office of Emergency Services requesting financial assistance from the State for cleanup of the LNU Lightning Complex fire. **The County is still waiting for a response.**



LOCAL ASSISTANCE CENTER

Solano County's Local Assistance Center provides clear and accurate information to improve the health and well-being of our community during the wildfire recovery.

SERVICES INCLUDE

Financial Assistance
Document Replacement
Mail Delivery
Healthcare and Mental Health
Temporary Housing
Veteran Resources
Agricultural Assistance
Voter Registration

VIRTUAL ASSISTANCE, 24/7

SolanoCountyRecovers.Org

IN-PERSON ASSISTANCE

675 Texas Street, 1st Floor,
Fairfield, CA - 9 a.m. - 5 p.m.,
Mon.-Fri. By appointment only -
call (707) 784-1575

ENVIRONMENTAL HEALTH DEBRIS REMOVAL PROGRAM

(707) 784-6765



RESIDENTS IMPACTED BY WILDFIRES: APPLY TO FEMA BY OCTOBER 21 FOR AID

FEMA grants help eligible survivors pay for rent, home repair/replacement and other serious disaster related needs. Apply by or before October 21 at www.DisasterAssistance.Gov and (800) 621-3362.



Be Aware of Attempts at Fraud

The Solano County District Attorney's Office is alerting Solano County residents impacted by the LNU Lightning Complex fire to be aware of attempts at fraud, including price gouging and construction fraud. If you believe you have been a victim of fraud, or an attempt at fraud is being made against you – you have options to protect yourself, including:

- Talk to your insurance agent for advice
- Check all contractor references
- Make sure the contractor is licensed
- Don't be rushed into signing a contract
- Hire a contractor with a local reputation
- Always get the job details in writing
- Never fully pay for a project before work is complete
- Contact the California Insurance Commissioner at (800) 927-4357 and online at www.Insurance.Ca.Gov



Solano County's Regional Emergency Notification System

ALERT SOLANO

Register for Alert Solano to receive critical updates, including severe weather, missing persons and natural disasters - on any device. www.AlertSolano.com

Take care of yourself and others

The Solano County Department of Health and Social Services, Behavioral Health division has a free warmline open for individuals experiencing anxiety, stress and depression. Call (707) 784-8539 Mon. - Fri., 8 a.m. - 5 p.m.

Local Assistance Center- Phase 1

Solano County Office of Emergency Services established a Local Assistance Center (LAC), a “one-stop shop” for information and resources to assist survivors of the LNU Lightning Complex Fire.

The LAC operated at Solano Community College- Vacaville Center, 2001 North Village Parkway, Vacaville, CA from Sunday, August 30, 2020 through Saturday, September 5, 2020 from 9:00 am to 5:00 pm. CalOES provided on-site support.

A total of 349 unduplicated household visited the LAC. As the week progressed, several residents returned a second or third time because they either did not receive all the information they needed in one visit (some were too overwhelmed, and others ran out of time) or had follow up questions.

Front Entrance

When available, staff were stationed outside the front entrance to welcome residents. These staff were also used to help load sifting kits, bottled water and food into residents’ vehicles. This area was tented to provide shade.

COVID Screening

As required by FEMA, all staff, residents and visitor of the LAC as well as students attending class were screened for COVID before entering the facility by taking their temperature and asking a series of questions to determine if they had been exposed or had symptoms.

Comment: The process worked well. One student was denied access due to self-disclosed symptoms. To my knowledge, only one person objected to the temperature check but eventually complied.

Intake (Attachment A)

Residents completed a Client Intake form to obtain basic information about those impacted by the fire. This information was cross referenced against the CalFire list of damaged/destroyed properties at the end of every day.

Comment: Several LAC visitors completed this form, but their address did not appear on the CalFire list. It’s unclear if these individuals were providing support to a resident impacted, visiting the LAC to observe operations or for another reason.

Consider specifically asking the visitor if they had a property damaged/destroyed by the fire and cross reference them against the damage list prior to allowing entry or adding a question to the intake form to determine if they were directly impacted. There was not a negative impact to allowing entry to those not directly impacted. Cross referencing with the damage list would slow down the intake process and possibly create public relation problems if someone was denied access.

Consider staffing navigators at Intake to walk people through the LAC to point out services available or provide a detailed list of providers with a description of their services.

Self-Help Workstations

Three self-service kiosks were available to residents.

Comment: Most residents were unaware of the availability of the kiosks. I only saw them being used when a staff member guided a resident to the kiosk. Provide better information on the availability of the kiosk and information that can be obtained when using it.

Service Providers (Attachment B)

General Information-Table Count: 309 households

Staffed with two mental health professionals, this station was offered as the first stop after residents were processed through Intake. This station was also responsible for answering the LAC phone and transferring calls as appropriate.

A separate meeting room was available if there was an immediate need for mental health services. Residents were provided with a list of available mental health services for future reference and provided with the opportunity to receive additional information including;

- Alert Solano
- Change of Address for Voter Registration
- Ticket provided by DMV to allow those needing services to be handled as if they had scheduled an appointment. DMV also stayed open on 8/30/20 and 9/5/20 (Sun/Sat).
- General information about donations and services available

Comment: Mental Health Professional in the break out room was only used once but it allowed that resident conduct the business at hand. As the week progressed, the number of community resources increased. I recommend having a separate table for general information and community resources.

Assessor/Recorder- Property Taxes/ Important Documents- Table Count: 211 households

Comment: Add the ability to print replacement documents on site and provide information on how to request documents from other County and States.

State Employment Development Department- Table Count: 49 households

Comment: Limited job loss because of the fire.

Building and Planning- Permitting- Table Count: 169 households

Comment: The first day of the LAC, this table was set up next to Environmental Health which created a bottleneck. Environmental Health was moved to the other side of the room on the second day to relieve congestion.

Health & Social Services-Benefit Assistance- Table Count: 42

Comment: Demographics of those impacted by the fire were generally not eligible for these benefits.

Sheriff's Office- Animal Care- Table Count: 58 households

Comment: In addition to the services provided at the table, animal kennels and water bowls were brought on site for residents to use while seeking services. A tent provided shade. Many residents brought their dogs to the LAC for either comfort or because they weren't allowed to leave them unattended at the hotel. Residents could bring their dogs in to the LAC (many of which did) but a few utilized the kennels.

Veteran's Affairs- Table Count: 42 households

Comment: California Department of Veterans Affairs was onsite 3 days and saw 17 households

California Department of Insurance/ Contractors State Licensing Board- Table Count: 88 households

American Red Cross - Table Count: 117 households

Comment: This table provided bottled water and snacks. Although they took down contact information for those needing services, I am not aware of any services provided onsite.

American Red Cross donated shovels/rakes, sifting box and storage containers with N95 masks, garbage bags, work gloves, safety goggles and other items that were distributed after receiving guidance from Environmental Health on safely sifting through ash. These were in high demand.

Small Business Development Center- Table Count: 65 households

Public Works- Grading- Table Count: 171 households

Environmental Health- Debris, Septic, Wells- Table Count: 218 households

Comment: Needed two staff at all times to avoid long wait times. Visits at this table were lengthy.

United Policy Holders- Table Count: 57 households

Comment: Nonprofit organization staffed by volunteers (fire survivors) providing information from personal experience about the insurance process. Valuable information.

AT&T- Utilities- Table Count: 9 households

Comment: Attended the first day only. Said they would try to come back but never did. Recommend getting a commitment if possible for the duration.

Agriculture/ USDA- Table Count: 52 households

FEMA

FEMA provided on-site registration services in the building as well as outdoors next to their mobile unit.

Comment: Coordinating services with FEMA was difficult the first two days as the local representative was receiving staging direction contrary to previous agreements. Many residents had registered for FEMA online prior to coming to the LAC. Written information on the FEMA process, including timelines and deadlines as well as available funding would have been useful.

Food Bank- Onsite several days distributing food

Comment: Many residents took advantage of this offering. A Food Bank presence everyday would have been preferable.

General Comments:

- *Tables were well organized and spread out to allow for social distancing and effective traffic flow. Residents had to exit the building and walk around the back to access FEMA. While that provided one-way traffic flow, limited mobility was an issue for some residents. Some days were also hot and smoky making the trek around the building uncomfortable.*
- *A staff member was originally stationed at the FEMA area to conduct the exit survey. Many residents had already registered for FEMA so skipped this step. As a result, the exit survey was moved to be conducted prior to exiting the main building.*
- *There were a few inquiries for donated goods and gift cards. The LAC was contacted by a couple community members looking for a distribution mechanism for donations they'd received. LAC staff developed and distributed a flyer informing survivors of a give-away event and called people that had already visited the LAC to provide them with the information.*

Solano has an active Community Organizations Active in Disasters (COAD) that did not participate in the LAC. I did speak with Rhonda Smith from the Center for Volunteer & Nonprofit Leadership on 8/31/20. She expressed interest in having someone from St. Vincent dePauls staff a table to provide gift cards. I told her that I would make space in the LAC, but a representative did not appear until the afternoon of 9/11. At that point the number of visitors had dwindled so I told him it wasn't necessary. He left brochures instead.

Need someone onsite to address the need for goods and gift cards.

- *Several media outlets reported on the LAC primarily on the first day of operations. Don Ryan and Robyn Rains did an excellent job fielding questions.*
- *Some basic guidelines to help the LAC workforce understand the impacts of trauma would be helpful. I observed heightened emotions from residents toward the end of the two-week period.*
- *Develop an infographic or roadmap to recovery/rebuilding to help survivors understand the steps they need to take.*
- *Have an unassigned table available to be used for overflow if one of the workstations get backed up.*
- *Consider evening hours to allow for working residents to access services.*
- *Advertise hours to end one hour before staff are released.*

Local Assistance Center- Phase 2

The LAC operated for an additional 5 days from Tuesday, September 8, 2020 through Tuesday, September 15, 2020 (excluding the weekend) at the Solano County Administration Center, 675 Texas Street, Fairfield, CA 94533. In addition to a General Information table with materials from most of the agencies that participated in the Vacaville LAC, tables were staffed by Environmental Health, Public Works and the Assessor/Recorder. Assistance with registering for FEMA was also available. Thirty-three

(33) residents visited the Fairfield LAC, most of which had visited the Vacaville LAC and needed additional information.

BIRGITTA E. CORSELLO
County Administrator
becorsello@solanocounty.com
(707) 784-6100

NANCY L. HUSTON
Assistant County Administrator
nlhuston@solanocounty.com
(707) 784-6107

BILL EMLÉN
Assistant County Administrator
wfemlen@solanocounty.com
(707) 784-3002

COUNTY ADMINISTRATOR'S OFFICE



SOLANO COUNTY

675 Texas Street, Suite 6500
Fairfield, CA 94533-6342
(707) 784-6100
Fax (707) 784-7975
www.solanocounty.com

September 28, 2020

Yampue Gontaye
FEMA Intergovernmental Affairs Specialist

Sent via email: Yampue.gontaye@fema.dhs.gov.

RE: Request for Phase 2 Debris Cleanup Funding - Solano County

Dear Ms. Gontaye:

The LNU Fire burned into Solano County on the evening of August 18, 2020 and rapidly spread from the northern end of the Solano County at the border with Yolo and Napa counties southwest of Lake Berryessa to 1 mile south of Interstate 80 by the end of the day on August 19th. The intensity of the fire consumed 42,000 acres of hills and valley floor. CalFire and State OES reports, confirmed by the Local Fire District and the Sheriff, indicate the loss of 2 lives, at least 309 homes destroyed, and 854 structures destroyed with additional loss or damage to related structures and facilities such as septic systems, wells and critical perimeter fencing for agricultural operations. There was also damage to water utilities, with road infrastructure damage encompassing loss of 1,818 feet of guardrail, 6 destroyed culverts and over 1000 burned trees along and within road right of ways that had to be removed. In addition, 1426 power poles were burned and had to be replaced. Other impacts included loss of farm animals/livestock and extensive loss of vegetative cover resulting in exposed soil which may lead to significant erosion problems this winter. Almost all damage in Solano County occurred in the unincorporated area.

The devastation following the fire leaves many residents who lost homes in the burn area facing challenges due to lack of permanent housing for the foreseeable future. The severity of this impact is being exacerbated by the housing crisis being experienced throughout the region and is presenting a challenging situation for these seeking both temporary and permanent housing. With the re-build of permanent homes in the burn area likely a longer-term effort, many residents would like to place RV's or live in residential structures that were not damaged on burn properties where there is debris from other structures that were destroyed. Following the Disaster Declaration by FEMA on August 22, 2020, and based on advice from both Cal OES and FEMA staff, the Solano County Public Health Official declared a Local Health Emergency on August 24, 2020 and the County Board of Supervisors on September 22, 2020 confirmed the continued Declaration of Local Health Emergency and adopted an Urgency Ordinance that precludes residents from re-occupying properties with debris from burned structures in the burn area until a complete and proper cleanup has been cleared by responsible agencies. Re-population of the burn area of undamaged properties was approved by Cal-FIRE in phases with the first phase on August 27, 2020 and the last area authorized for re-population on September 14, 2020. While most residents are understanding of these provisions, the process will likely be time consuming and some have limited insurance that might not cover temporary housing such as motels for a sufficient length of time. This has increased the urgency for the County to move forward with the debris cleanup process as quickly as possible.

Subsequent to FEMA approval of Phase 1 household hazardous waste cleanup on September 4, 2020, the County initiated the work expeditiously and appreciates FEMA's commitment to fund this effort. The cleanup effort began on September 9, 2020 and remains underway. We anticipate completion of Phase 1 by early October. The County is still awaiting a determination on our August 25, 2020 request to FEMA for funding for the Phase 2 debris clean up. While some residents who have lost their homes will opt to clear debris using their insurance or private funding, many others may not have the means to complete clean up on their properties without public funding. A determination from FEMA to fund Phase 2 would provide residents clarity on how they can proceed in the rebuilding process and the type of assistance that would be available. It would also give them a better sense of when they might be able to place temporary housing such as a RV on their property.

The LNU Lightning Complex Fire impacted counties of Solano, Napa, Lake, Sonoma, Colusa and Yolo. Our understanding is Phase 2 cleanup has not been approved for any of those counties and it is unclear what threshold factors will be utilized to determine which, if not all, will be eligible for this funding. We hope consideration will be given to the fact that containment first occurred in Solano County and that we are nearly finished with the Phase 1 cleanup. The County is well positioned to begin Phase 2 cleanup and, given the extent of structure and home loss in the County being the highest in the LNU Complex Fire, there is an urgency to move forward.

Solano County has not experienced a disaster of this magnitude in recent history. Even as of the date of the writing of this letter, our understanding is the LNU Lightning Complex Fire is at 98 % containment. The County recognizes that this has been a historical fire year in California. Many regions and communities throughout the State will be seeking assistance to help their residents recover from losses that are incomprehensible. Like all those communities, Solano County is doing everything possible to help our residents. The County is well positioned to begin the Phase II cleanup process if funding becomes available. The County respectfully requests timely granting of Phase II funding and please be assured we will work cooperatively with Cal OES and FEMA to ensure the process is conducted expeditiously and properly.

Your consideration of our request is greatly appreciated.

Sincerely,



Birgitta Corsello
County Administrator

c: Members of the Board of Supervisors
 Senator Bill Dodd
 Assembly member Jim Frazier
 Assembly member Cecilia M. Aguiar-Curry
 Congressman John Garamendi



Solano County

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

Agenda Submittal

Agenda #:	20	Status:	Regular Calendar
Type:	Resolution-Presentation	Department:	Information Technology - Registrar of Voters
File #:	20-701	Contact:	Tim Flanagan, 784-2703
Agenda date:	10/06/2020	Final Action:	
Title:	Adopt and present a resolution recognizing October 2020 as National Cybersecurity Awareness Month		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution, B - Presentation		

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 adopt and present a resolution recognizing October 2020 as National Cybersecurity Awareness Month.

SUMMARY:

National Cybersecurity Awareness Month is a nationwide effort held each October to raise awareness about the importance of cybersecurity. The U.S. Department of Homeland Security (DHS) leads the outreach effort, and has received support from other Federal, State, and local agencies, as well as industry partners and centers of research. For 2020, the DHS' National Cybersecurity Awareness Month campaign is "Do Your Part. #BeCyberSmart". This theme encourages individuals and organizations to own their role in protecting their part of cyberspace, stressing personal accountability and the importance of taking proactive steps to enhance cybersecurity. Recognizing October as National Cybersecurity Awareness Month also complements the Board's priority of addressing election security and will facilitate outreach to present a unified message to the general public.

FINANCIAL IMPACT:

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

DISCUSSION:

For 2020, the DHS' National Cybersecurity Awareness Month campaign is "Do Your Part. #BeCyberSmart". This theme encourages individuals and organizations to own their role in protecting their part of cyberspace, stressing personal accountability and the importance of taking proactive steps to enhance cybersecurity.

As Federal, State, and Local agencies respond to the COVID-19 situation, the number of County employees working remotely has increased dramatically. In order to support this surge, the Department of Information Technology (DoIT) deployed secure remote access capabilities to accommodate all County remote employees. An enterprise software collaboration tool was also deployed to facilitate persistent chat, voice and video meetings, file storage including collaboration of files and application integration. Additionally, DoIT ensured that all County-owned laptops used for remote access have full disk encryption to reduce the risk of data loss on compromised machines.

During the COVID-19 pandemic, organizations worldwide have reported a jump in Phishing emails and malware attacks. The jump in cyber-attacks can be attributed to the surge of employees working from home.

This year, DoIT began rolling out Azure multi-factor authentication (MFA) to all departments. MFA provides additional layer of security when accessing Microsoft Office 365 applications by requiring two-step authentication.

Secure remote access to County network and applications using Windows Virtual Desktop (WVD) was also deployed. Virtual Private Network (VPN) using RSA software tokens were replaced with the less expensive MFA solution; doing this reduced the cost of deploying VPN to remote users.

Cybersecurity awareness training to County employee will continue to be offered. This training is expected to be updated regularly and available on an annual basis for County employees to stay current on threats the County is likely to face. Formal declaration of National Cybersecurity Awareness Month by the Board of Supervisors will facilitate awareness to present a unified message to employees and the general public.

Additional information on cybersecurity awareness can be obtained online at <https://www.cisa.gov/national-cyber-security-awareness-month>.

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

There is no other agency involvement.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2020 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING OCTOBER 2020 AS NATIONAL CYBERSECURITY AWARENESS MONTH IN SOLANO COUNTY

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

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

WHEREAS, the U.S. Department of Homeland Security, through the “Do Your Part #BeCyberSmart” campaign, will highlight the importance of individuals and organizations to own their role in protecting their part of cyberspace, stressing personal accountability and the importance of taking proactive steps to enhance cybersecurity; and

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

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors, on behalf of the residents of Solano County, hereby recognizes the month of October 2020 as “National Cybersecurity Awareness Month.”

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

Dated this 6th day of October, 2020

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Alicia Draves, Chief Deputy Clerk



Solano County Department of Information Technology

Purpose:

National Cybersecurity Awareness Month

Presented by:

Tim Flanagan – Chief Information Officer / Registrar of Voters

Jaime Fontelera – IT Security Manager



Theme and Key Message for October 2020

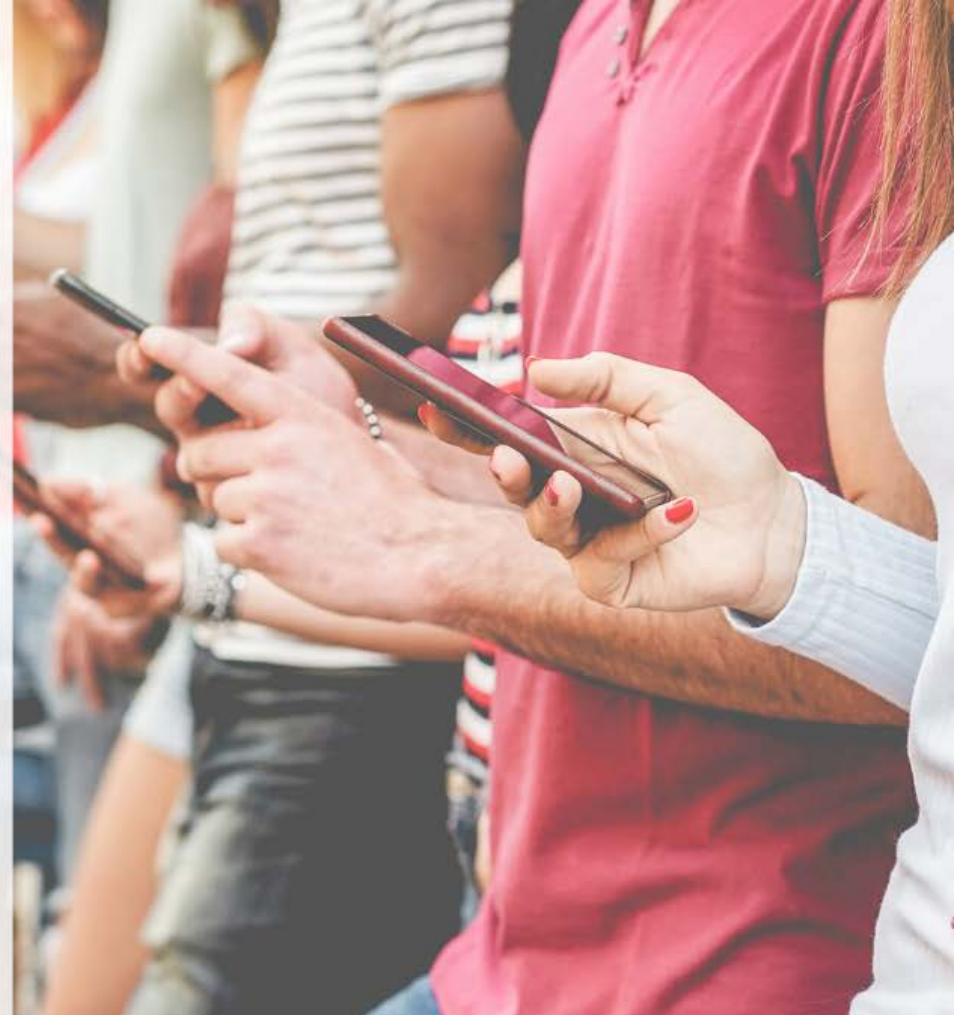
OCTOBER IS

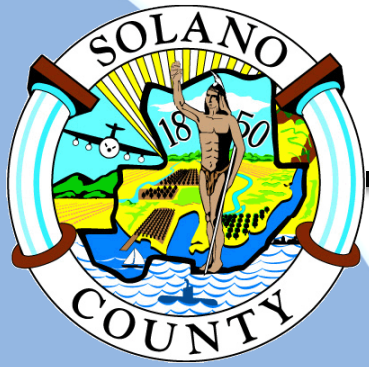


**CYBERSECURITY
AWARENESS
MONTH**

**DO YOUR PART.
#BECYBERSMART.**

**STAYSAFEONLINE.ORG/
CYBERSECURITY-AWARENESS-MONTH**





Cybersecurity Threats to teleworkers

- Increase in Phishing email attempts
- Malware and Viruses - increase in ransomware security incidents
- Weak passwords - easily guessed & reuse of passwords

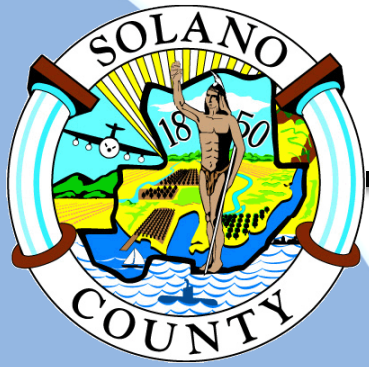
DO YOUR PART.
#BECYBERSMART





Cybersecurity measures to secure teleworkers

- Training the County workforce – Phishing prevention training
- Deployment of Secure Remote Access System
 - Windows Video Desktop (WVD)
 - Implemented MS Teams, a collaboration tool
 - Virtual Private Network (VPN) with multi-factor authentication
 - Use of Reverse Proxy to allow secure access to internal web applications
- Anti-malware detection and prevention
 - Deployed advanced malware detection software on machines



Cybersecurity measures to secure teleworkers

- Multi-Factor Authentication (MFA) for O365 and VPN
- Blocking of commonly used passwords
- Password Auditing
 - Microsoft tool to detect and report commonly used passwords
 - Training users on how to create strong passwords





Cyber Hygiene Practices for Teleworkers

Personal Home Computers

- Secure your home Wi-Fi network
- Only operate Windows 10 with the default Windows Defender enabled
- Do not store County data on personal home computers
- Use Windows Virtual Desktop (WVD) to connect remotely

County-owned Computers

- Use VPN with MFA to connect to the County network
- Protect your password by:
 - Creating strong passphrase using a combination of words, letters, numbers, and special characters
 - Do not share your password with anyone
- Physically secure your laptops
- Report all cybersecurity incident to DoIT Helpdesk





Improving the County's Cybersecurity Defense

- Building a comprehensive security strategy to maximize the value of our security investments
- Improving the County's ability to recognize and respond to cybersecurity incidents.
- Educating County personnel on current cybersecurity threats and their role in cyber security
- Partnering with federal agencies (DHS, MS-ISAC, NCRIC - Northern California Regional Intelligence Center) - For Cyber security intelligence / Information Sharing / Resources



Questions?

<https://www.cisa.gov/national-cyber-security-awareness-month>

I'M A

**CYBERSECURITY
AWARENESS MONTH
CHAMPION**

YOU CAN BE ONE TOO! REGISTER
YOURSELF OR YOUR ORGANIZATION

STAYSAFEONLINE.ORG/CYBERSECURITY-
AWARENESS-MONTH/CHAMPIONS

**CYBERSECURITY
AWARENESS
MONTH**

The graphic is a promotional poster for Cybersecurity Awareness Month. It features a light blue background with a subtle pattern of dots and lines. On the right side, there is a close-up image of hands typing on a laptop keyboard, overlaid with several blue speech bubble icons containing white symbols and numbers: a star with 32, a person icon with 18, an @ symbol with 9, a heart with 25, and an envelope with 11. A smaller speech bubble with a speech bubble icon and the number 5 is also visible.



Solano County

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

Agenda Submittal

Agenda #: 21
Type: Legislation
File #: 20-691
Agenda date: 10/06/2020
Status: Regular Calendar
Department: County Administrator
Contact: Matthew A. Davis, 784-6111
Final Action:
Title: Receive a verbal update from the County's Federal Legislative Advocates on the status of legislation of interest to the County, including a FY2020/21 federal budget update and other items of interest to the County, and receive an update from the County's State Legislative Advocate on the status of legislation that is of interest to the County, including an update on the end of the 2020 State Legislative Session
Governing body: Board of Supervisors
District: All
Attachments:

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 a verbal update from the County's Federal Legislative Advocates on the status of legislation of interest to the County, including a FY2020/21 federal budget update and other items of interest to the County, and receive an update from the County's State Legislative Advocate on the status of legislation that is of interest to the County, including an update on the end of the 2020 State Legislative Session.

SUMMARY / DISCUSSION:

The County's Federal Legislative Advocates at Paragon Government Relations, including Joe Krahn, Tom Joseph and Hasan Sarsour will give a verbal update on developments taking place in Washington DC and key legislation of interest to the County, including an update on the status of the FY2020/21 federal budget and other legislation of interest that support local government and County operations in Solano County. The County's State Legislative Advocate, Karen Lange of SYASL Partners, Inc., will provide a verbal update on developments at the Capitol and key legislation of interest to the County, including a recap of bill activity that concluded in September 2020. Ms. Lange will also discuss any key bills signed or vetoed by the Governor that may have financial and/or operational impacts to the County.

FINANCIAL IMPACT:

The legislative program is designed to result in additional funding and cost avoidance relative to Solano County. The cost of preparing this report and compiling the information is a General Fund cost covered in the County Administrator's FY2020/21 Adopted Budget.

OTHER AGENCY INVOLVEMENT:

Staff consulted with Paragon Government Relations and SYASL Partners, Inc. to coordinate this legislative verbal update.



Solano County

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

Agenda Submittal

Agenda #:	22	Status:	Regular Calendar
Type:	Resolution-Presentation	Department:	County Administrator
File #:	20-678	Contact:	Matthew A. Davis, 784-6111
Agenda date:	10/06/2020	Final Action:	
Title:	Adopt and present a resolution and receive a video proclaiming the week of October 4-10, 2020 as Centenarian Week in Solano County		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

Date:	Ver.	Action By:	Action:	Result:
-------	------	------------	---------	---------

Published Notice Required? Yes ____ No X
Public Hearing Required? Yes ____ No X

DEPARTMENTAL RECOMMENDATION:

The County Administrator's Office, in coordination with the Senior Coalition of Solano County, recommends that the Board to adopt and present a resolution proclaiming the week of October 4-10, 2020 as Centenarian Week in Solano County.

SUMMARY:

This year will mark the 14th Annual Centenarian Commemoration in Solano County. The Centenarian Commemoration is designed to honor and pay tribute to individuals who have reached 100 years of age or older.

FINANCIAL IMPACT:

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

DISCUSSION:

To date, the Board of Supervisors has honored more than 200 centenarians, the oldest of them, Marie West, reached super-centenarian status in January 2011.

According to the Boston University School of Medicine New England Centenarian Study, centenarians are remarkable examples of healthy aging. Centenarians come from all walks of life. They have different educational, socioeconomic, and religious backgrounds and they are of different ethnicities and live in regions all over the globe. However, they do share some of the following characteristics associated with healthy aging:

- 1) They generally do not smoke,
- 2) They remain active and engaged with their families and the community either through extended working, volunteer work, and contributing to the household throughout their later years,
- 3) They stay physically strong through exercise and physical activity,
- 4) They maintain a healthy diet, tend to be thin, and
- 5) They are better able to handle stress.

While genetics play a role in longevity with 20-30% of longevity attributed to genetic factors, environmental factors (e.g., lifestyle choices) account for 70-80% of longevity. The majority of centenarians are women (85% compared to 15% of men); Super-centenarians (those who are 110 years old or older) occur at a rate of about 1 per 7 million with estimated 60-70 super-centenarians in the U.S.

A longitudinal study conducted by the University of Georgia found that contrary to the general belief that the most elderly are frail and living in nursing homes, “20 to 25% of centenarians are community-dwelling, cognitively intact, and generally vibrant and full of life.” Those who are in need of daily assistance, according to another study are cared for by their families. Estimates state that about 80 percent of what is considered long-term care, including personal care and care for chronic illness, is being provided from within the family, usually by the women.

Centenarians have defied life expectancy projections by at least 20 years. They hold the keys to longevity and quality of life. As an aging society we have much to learn from them. Centenarians serve as a guiding light and example of aging with dignity. Their contributions to the understanding of the aging process and how to age with self-respect and pride are laudable and worthy of recognition.

This year, because of the Coronavirus pandemic health emergency, the Solano County Board of Supervisors will host a virtual celebration, honoring Solano County’s most senior residents with a video presentation, followed up later with the delivery of a Centenarian yearbook and resolutions from the Board and the County’s legislative delegation.

2020 Centenarians:

The following are the 2020 Solano County Centenarian honorees. These 49 individuals will be recognized by the Board, including:

From the City of Benicia

Peter Caggiano, age 100

From the City of Dixon

Jose Trinidad Reyes, age 100

From the City of Fairfield

Rosalind Faraday, age 99 (100 in December)

Robert Dittmer, age 99, (100 in November)

Gaylon Caldwell, age 100

Harry Carsch, age 100

Angelina Meredith, age 100

Charlotte Stack, age 100

Richard Betchley, age 100

Lois Fitzgerald, age 100

Marie De Laney, age 100

Serapio Cortes, age 100

Elsie Halsted, age 100

Mary Alice, age 100
Virginia Noordyk, age 101
Lois Dittmer, age 101
Dorothy Hines, age 101
Teruo (Ted) Miyagishima, age 101
Tsuyako (Grace) Miyagishima, age 100
Irene Bruce, age 102
Hazel Walters, age 102
Mildred Healy, age 102
LaVonne Eyres, age 103
Maria Luz Tobias Galang, age 103
Dorothy Daviner, age 103
Robert Sullivan, age 104
Hazel Booher, age 105

From Rio Vista

Katherine Donnelly, age 100

From Suisun City

Drucillia Cook, age 101

From the City of Vacaville

Janet Wilhart, age 99, (100 in November)
Red Moak, age 100
Euratee Draper, age 100
Elda Dehnbostel, age 100
Bernice Raemer, age 101
Cyril O'Neal, age 101
Stanley Emerson, age 101
Julia Rico, age 101
Guillermo Valasco, age 102
Marjorie Bors, age 102
Valerie Rowden, age 103
Jerry Simoni, age 103
Bruce Sooy, age 103
Dorothy Pennycot, age 105

From the City of Vallejo

Eileen George-Traynor, age 99 (100 in December)
Gwendolyn Morgan, age 100
Dometila Valentin, age 100
Lois-Evelyn Peais, age 100
Valerie Haycock, age 108
Reta Wills, age 109

ALTERNATIVES:

The Board may choose not to adopt and present the resolution. This is not recommended because centenarians are part of the fastest growing segment of the population and have helped shape our nation as it is today. They hold the secrets to aging well and serve as a role model for quality of life for all ages.

OTHER AGENCY INVOLVEMENT:

County Administrator's Office and the Solano County Senior Coalition

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2020 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS PROCLAIMING OCTOBER 4-10, 2020 AS CENTENARIAN'S WEEK IN SOLANO COUNTY

WHEREAS, it is estimated that there are approximately 80,000 centenarians, or people aged 100 years or older, living in the United States today, according to a report from the American Association on Aging. That number is up 14 percent from 2010, when there were approximately 70,000 centenarians; and

WHEREAS, centenarians have defied life expectancy projections by at least 20 years, holding the keys to longevity and quality of life. Together they share several commonalities, including having a positive and optimistic outlook on life, maintaining a healthy weight, exercising regularly, are committed to their faith, practice clean living, including staying out of trouble, and have loving families; and

WHEREAS, researchers at the Boston University School of Medicine, New England Centenarian Study, have determined that genetics also plays a critical and complex role in determining who lives to 100 and who does not. This genetic influence becomes greater as we age, especially in those who live beyond age 103. While sheer luck no doubt plays a role in how long we live, centenarians with family members who also lived into old age are twenty-times more likely to live to age 100 than an average person; and

WHEREAS, the following Solano County community members are centenarians or will reach the centenarian milestone during the 2020 calendar year, including from the City of Benicia: Peter Caggiano, age 100; From the City of Dixon: Jose Trinidad Reyes, age 100; From the City of Fairfield: Rosalind Faraday, age 99 (100 in December), Robert Dittmer, age 99, (100 in November), Lois Dittmer, age 101, Gaylon Caldwell, age 100, Harry Carsch, age 100, Angelina Meredith, age 100, Charlotte Stack, age 100, Tsuyako (Grace) Miyagishima, age 100, Richard Betchley, age 100, Lois Fitzgerald, age 100, Marie De Laney, age 100, Serapio Cortes, age 100, Elsie Halsted, age 100, Mary Alice, age 100, Virginia Noordyk, age 101, Lois Dittmer, age 101, Dorothy Hines, age 101, Teruo (Ted) Miyagishima, age 101, Irene Bruce, age 102, Hazel Walters, age 102, Mildred Healy, age 102, LaVonne Eyres, age 103, Maria Luz Tobias Galang, age 103, Dorothy Daviner, age 103, Robert Sullivan, age 104, Hazel Booher, age 105; From Rio Vista: Katherine Donnelly, age 100; From Suisun City: Drucillia Cook, age 101; From the City of Vacaville: Janet Wilhart, age 99, (100 in November), Red Moak, age 100, Euratee Draper, age 100, Elda Dehnbostel, age 100, Bernice Raemer, age 101, Cyril O'Neal, age 101, Stanley Emerson, age 101, Julia Rico, age 101, Guillermo Valasco, age 102, Marjorie Bors, age 102, Valerie Rowden, age 103, Jerry Simoni, age 103, Bruce Sooy, age 103, Dorothy Pennycot, age 105; From the City of Vallejo: Eileen George-Traynor, age 99 (100 in December), Gwendolyn Morgan, age 100, Dometila Valentin, age 100, Lois-Evelyn Peais, age 100, Valerie Haycock, age 108, and Reta Wills, age 109; and

WHEREAS, no matter their age, religion, educational and socioeconomic status, centenarians serve as a guiding light and example of aging with dignity. Their contributions to our understanding of the aging process and how to age with self-respect and pride are laudable and worthy of recognition.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby proclaims the week of October 4-10, 2020 as Centenarian's Week in Solano County.

Dated this 6th day of October, 2020

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Alicia Draves, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	23	Status:	Regular Calendar
Type:	Ordinance	Department:	Resource Management
File #:	20-696	Contact:	Allan Calder, 784-3159
Agenda date:	10/06/2020	Final Action:	
Title:	Conduct a noticed/published public hearing to consider a proposed final one year extension of an Interim Urgency Ordinance (Ordinance No. 2019-1806) suspending the approval of administrative permits for certain land uses located on private roads, including special event facilities and vacation house rentals, and instead requiring use permits for these land uses within the unincorporated area of Solano County, adopted as an urgency measure (4/5 vote required)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Proposed Urgency Ordinance, B - Public Hearing Notice		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Resource Management recommends that the Board of Supervisors:

1. Read the proposed ordinance (Ordinance No. 2019-1806-E2) by title only and waive further reading by majority vote;
2. Conduct a noticed/published public hearing to consider a proposed final one-year extension of an Interim Urgency Ordinance (Ordinance No. 2019-1806) adopted on October 22, 2019, suspending the approval of administrative permits for certain land uses located on private roads, including special event facilities and vacation house rentals, and instead requiring use permits for these land uses within the unincorporated area of Solano County, adopted as an urgency measure; and
3. Adopt Ordinance No. 2019-1806-E2 approving a final one-year extension to the Interim Urgency Ordinance (Ordinance No. 2019-1806-E1) (4/5 vote required).

SUMMARY:

On October 22, 2019, the Board of Supervisors enacted an Interim Ordinance (Ordinance No. 2019-1806) which suspended the approval of administrative permits for certain land uses located on private roads, including special event facilities and vacation house rentals, and instead required use permits for these land uses within the unincorporated area of Solano County. The action was for an initial term of 45 days. On November 19, 2019 and as permissible under state law, the Board adopted an ordinance (Ordinance No. 2019-1806-E1) extending this Interim Ordinance for an additional 10 months and 15 days with the future ability for a final one-year extension. A noticed public hearing was required for the extension. The Interim Ordinance is set to expire on October 21, 2020 unless the Board approves a final one-year extension through October 21,

2021.

The currently proposed urgency ordinance extension contains the same parameters as the original urgency ordinance. This includes provision to ensure that access to businesses, special events facilities and vacation houses meets current County road standards for emergency vehicle access and thus eliminating threats to the public health, safety, and welfare. The urgency ordinance does not prohibit uses. It does modify permitting requirements to allow for public participation and flexibility to add conditions to address unique site issues or neighborhood concerns for the use to occur. Staff is planning to bring a permanent ordinance revision codifying the parameters set forth in the urgency ordinance along with several other code revisions, including updated accessory dwelling unit standards necessary to comply with recent changes to state law, to the Board at a future date. Upon the effective date of those permanent ordinance changes, the urgency ordinance would expire.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item and urgency ordinance are nominal and absorbed by the Department's FY2020/21 Adopted Budget.

DISCUSSION:

Chapter 28 of the Solano County Code (Zoning Regulations) was amended in 2010 to allow for the issuance of an administrative permit for certain land uses allowed by right within various zoning districts. This amendment allowed an administrative permit rather than a use permit to be issued for certain specified land uses within a zoning district provided that all applicable standards and requirements related to the use were met prior to commencement of the use. In 2012, the types of uses allowed through an administrative permit rather than a discretionary use permit were expanded and included certain types of event venues. With adoption of the Short-term Vacation Rental Ordinance, Hosted Short-term Vacation rentals were also included in the administrative permit category.

In general, the administrative permit process has been effective in streamlining the permit process. Under the terms of the proposed urgency ordinance, there is minimal impact on most administrative permit categories and uses and such permits will continue to be available to prospective applicants. The exception is administrative permit proposals where a private road is necessary to provide access for the proposed use. In those situations, the impact of certain types of uses such as event centers can cause traffic and related impacts on other neighbors who also share the private road. There are also cases where private roads do not meet County road standards and are not suitable for higher traffic volumes. Requiring a use permit rather than an administrative permit in those situations provides an opportunity for all property owners utilizing the private road to participate in the decision-making process and consideration of conditions prior to approval of the permit.

Requiring a use permit does provide flexibility to address issues that might arise in the review of the application. Under an administrative permit, a proposal must meet all the standards established by ordinance and there is no ability to add conditions of approval. Under a use permit, conditions can be applied which allows flexibility in addressing variables that may apply to a specific site or to address concerns that might arise in evaluating an application. A use permit also includes legal findings that give the County the necessary discretion to not approve an application where there are unresolvable issues such as incompatibility with a neighborhood. This is important in cases where there may be disputes over use of a private road.

ALTERNATIVES:

The Board may choose to not approve the urgency ordinance extension for a final one-year term. This is not

recommended as there are recent examples where the urgency ordinance has proven effective in addressing uses proposed on private roads.

OTHER AGENCY INVOLVEMENT:

County Counsel assisted in development of the ordinance.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

ORDINANCE NO. 2019-1806-E2

AN INTERIM ORDINANCE SUSPENDING THE APPROVAL OF ADMINISTRATIVE PERMITS FOR CERTAIN LAND USES LOCATED ON PRIVATE ROADS, INCLUDING SPECIAL EVENT FACILITIES AND VACATION HOUSE RENTALS, AND INSTEAD REQUIRING CONDITIONAL USE PERMITS FOR THESE LAND USES WITHIN THE UNINCORPORATED AREA OF SOLANO COUNTY, ADOPTED AS AN URGENCY MEASURE

The Board of Supervisors of the County of Solano ordains as follows:

SECTION 1. Findings

- A. In 2010, through Ordinance No. 1713, the County of Solano amended its Zoning Regulations to require issuance of an administrative permit for certain uses allowed by right within the various zoning district. Uses subject to an administrative permit are allowed by right within the district rather than subject to a discretionary use permit, but the administrative permit enables the County to affirmatively verify that all standards and requirements applicable to the use, as described in Chapter 28 of the Solano County Code (Zoning Regulations) or elsewhere in the County Code, are met prior to commencement of the use.
- B. In 2012, as part of a comprehensive update to its Zoning Regulations (Ordinance No. 1726), the County expanded the types of land uses that required only an administrative permit rather than a conditional use permit.
- C. The approval of an administrative permit does not require public notice or public hearing, and is not subject to environmental review under the California Environmental Quality Act. When presented with a proper application, the Director of the Department of Resource Management has both the authority and the duty to issue an administrative permit if the evidence offered in support of the application establishes that all objective standards specified in the County Code for such use are satisfied.
- D. The administrative permit process has, in general, been beneficial to the residents of Solano County. However, after almost a decade of experience with the administrative permit process, the County sees a need to re-evaluate whether that process is appropriate for certain types of land uses in certain zoning districts, particularly commercial land uses on parcels in non-commercial zoning districts that have access only via private roads.
- E. Visitors to business facilities, including special event facilities and vacation house rentals, can reasonably expect that the access to the business facility meets current standards and is adequate for emergency vehicles. While the County's existing administrative permit standards generally require there to be a recorded road maintenance agreement for private roads providing access to commercial uses, the existence of such a maintenance agreement does not guarantee that the private road meets current County road standards or are properly maintained. The potential that a business facility may be approved to operate through an administrative permit process, even though it is located on substandard or inadequately maintained private road, presents a threat to the public health, safety, and welfare.
- F. The County has received, and continues to receive and process, administrative permit applications for business facilities whose sole route of access is via a private road. There is a current and immediate need for the County to impose access requirements on these uses that are more protective of the public health, safety, and welfare than is provided for in the County's existing administrative permit standards.

- G. The Department of Resource Management intends to study possible revisions to the County's administrative permit process, including the types of land uses subject to such a permit and the standards applicable to those land uses, and to present its recommendations to the Planning Commission for consideration at a public hearing.
- H. On October 22, 2019, the Board of Supervisors adopted Ordinance No. 2019-1806, an urgency interim ordinance suspending the approval of administrative permits for certain land uses located on private roads, including special event facilities and vacation house rentals, and instead requiring a conditional use permit for these land uses. On November 19, 2019, the Board adopted Ordinance No. 2019-1806-E extending the interim ordinance for 10 months and 15 days. The interim ordinance will expire on October 21, 2020, unless further extended prior to that date by a four-fifths vote of the Board of Supervisors after notice and hearing.
- I. It is appropriate to further extend Ordinance No. 2019-1806 to provide staff additional time to conduct the study described in these findings, and to provide time for public input and Planning Commission review of any proposed changes to the Zoning Regulations.
- J. An extension of the interim ordinance as an urgency measure is necessary for the immediate protection of the public health, safety, and welfare.

SECTION 2. Interim Prohibition on Certain Administrative Permits

From and after the date of enactment of this interim ordinance, and while this interim ordinance or any extension of it is in effect, the following types of land uses in the following zoning districts shall be subject to a minor conditional use permit if the property does not abut and have direct access to a County-maintained public road:

Land Use	Zoning Districts
Special Event Facility operated in conjunction with an Agricultural Processing Facility or a Winery, with 7-12 events per year and 150 persons maximum	A-20, A-40, A-80, A-160
Special Event Facility, not operated in conjunction with a winery or agricultural processing facility and with not more than 6 events per year and 150 persons maximum	A-20, A-40, A-80, A-160, A-SM-80, A-SM-160
Winery, medium (20,000 – 100,000 gal) with tasting and/or retail sales	A-20, A-40, A-80, A-160
Home Occupation, type II	A-20, A-40, A-80, A-160, A-SV-20
Agricultural Education Facility, minor	A-20, A-40, A-80, A-160

Certified Farmers Market, small	A-20, A-40, A-80, A-160
Vacation House Rental, hosted	A-20, A-SV-20, RR-2.5, RR-5, RR-10
Bakery, Café, or Restaurant (1,001 – 5,000 square feet)	A-SV-20
Bed and Breakfast Inn	A-SV-20
Gallery	A-SV-20
Tasting Facility	A-SV-20
Temporary Agritourism, including amusement or entertainment uses, farmer's markets, and seasonal sales lots	A-SV-20

As provided in section 28.106(H) of the Solano County Code, a minor use permit shall not be approved for any of these uses unless the Zoning Administrator first makes the three general findings described in that section. In determining whether the use will have adequate road access, the Zoning Administrator shall consider whether the private road providing access to the property meets current County road standards and, where applicable, CalFire's SRA Fire Safe emergency access and egress regulations (14 Cal. Code Regs., § 1273.00 et seq.).

The standards otherwise applicable to such uses for issuance of an administrative permit shall also remain in effect to the greatest extent possible, but the Zoning Administrator shall exercise discretion and consider public input when deciding whether the standards are satisfied in each case.

SECTION 3. Pending Applications

Any application for administrative permits for any of the uses and in the zoning districts identified in Section 2 of this ordinance that was complete as of the date this ordinance originally became effective, and for which the County has not taken a final action, shall be processed and acted upon as an application for a minor conditional use permit, without additional fee or charge to the applicant, except as follows: If the County determines that the use being applied for is not exempt from the California Environmental Quality Act ("CEQA"), the applicant shall reimburse the County for the County's costs of CEQA compliance.

SECTION 4. Effective Period

This interim ordinance is extended for a period of one year and shall expire on October 21, 2021 unless rescinded or superseded prior to that date by the Board of Supervisors.

SECTION 5. Authority

California Government Code section 65858 provides that an urgency measure in the form of an initial interim ordinance may be adopted by a four-fifths vote of the board of supervisors, which shall be effective for only 45 days following its date of adoption. Government Code section 65858 further provides that such an urgency measure may be extended following compliance with that section for an additional 10 months and 15 days beyond the original 45-day period, and subsequently extended for an additional year.

SECTION 6. Penalties

The definitions and penalties for land use violations that are prescribed in Chapter 28 of the Solano County Code shall apply to violations of the provisions of this interim ordinance.

SECTION 7. Severability

If any provision of this interim ordinance or the application of it to any persons or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of the interim ordinance are declared to be severable.

PASSED AND ADOPTED by the Solano County Board of Supervisors at its regular meeting on October 6, 2020 by the following vote:

AYES: SUPERVISORS: _____

NOES: SUPERVISORS: _____

EXCUSED: SUPERVISORS: _____

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Alicia Draves, Chief Deputy Clerk

DEPARTMENT OF RESOURCE MANAGEMENT



**NOTICE OF PUBLIC HEARING
(Board of Supervisors)**

The County of Solano does not discriminate against persons with disabilities and is an accessible facility. If you wish to attend this meeting and you will require assistance to participate, please contact Jamielynne Harrison, Department of Resource Management at 675 Texas Street, Suite 5500, Fairfield, CA (707) 784-6765 at least 24 hours in advance of the event to make reasonable arrangements to ensure accessibility to this meeting.

NOTICE IS GIVEN that the Solano County Board of Supervisors will hold a public hearing to consider a final one (1) year extension of an urgency ordinance suspending approval of certain categories of administrative permits such as small event centers and hosted short term vacation rentals on private roads and instead requiring conditional use permits for uses in these categories within the unincorporated territory of the County of Solano.

The Board of Supervisors will also consider finding that the extension of the interim urgency ordinance is exempt from further environmental review under the General Rule Exemption of Section 15061(b)(3) of Title 14 of the California Code of Regulations because there is no possibility that the project may have a significant effect on the environment.

If you challenge the proposed consideration in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Board of Supervisors at, or prior to, the public hearing.

Any person wishing to comment on the project and/or review the information contained within the project file may do so at the Solano County Department of Resource Management, Planning Division, County Administration Center, 675 Texas Street, Suite 5500, Fairfield. Staff reports are available by 5:00 p.m. the Friday prior to the meeting at www.solanocounty.com under Quick Clicks, Board Meetings.

The hearing will be held in the Board of Supervisors' Chambers, County Administration Center, 1st Floor, 675 Texas Street, Fairfield on **Tuesday, October 6, 2020 at 2:00 p.m.** or as soon thereafter as the matter may be heard. Interested persons may appear and be heard at that time.

Birgitta Corsello
Clerk of the Board of Supervisors,
County of Solano, State of California

Benicia Herald – legal ad/one time – Thursday, September 17, 2020

Daily Republic - legal ad/one time – Thursday, September 17, 2020

Dixon Tribune – legal ad/one time – Thursday, September 17, 2020

Rio Vista River News Herald – legal ad/one time – Thursday, September 17, 2020

Vacaville Reporter – legal ad/one time – Thursday, September 17, 2020

Vallejo Times Herald – legal ad/one time – Thursday, September 17, 2020

Winters Express – legal ad/one time – Thursday, September 17, 2020



Solano County

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

Agenda Submittal

Agenda #:	24	Status:	Regular Calendar
Type:	Resolution	Department:	Resource Management
File #:	20-698	Contact:	Eric Wilberg, 784-3167
Agenda date:	10/06/2020	Final Action:	
Title:	Conduct a noticed public hearing to consider Lot Line Adjustment application LLA-19-09 of Harold Novotny and Frank Vezer to reconfigure the common property line between two adjacent lots located at 5404 Williams Road, 2.5 miles northwest of the City of Fairfield, Assessor's Parcel Nos. 0149-090-210 and 23; Recind Land Conservation Contract Nos. 1376 and 1377; and Approve 2 replacement contracts: Land Conservation Contract No. 1378 of Frank Vezer and Land Conservation Contract No. 1379 of Harold Novotny		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution, B - Public Hearing Notice, C - Map		

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

DEPARTMENT RECOMMENDATION:

The Department of Resource Management recommends that the Board of Supervisors:

1. Conduct a noticed public hearing; and
2. Adopt a resolution (Attachment A) to:
 - A. Approve Lot Line Adjustment LLA-19-09;
 - B. Rescind Land Conservation Contract Nos. 1376 and 1377; and
 - C. Approve replacement Land Conservation Contract Nos. 1378 of Frank Vezer and 1379 of Harold Novotny, pursuant to the California Land Conservation Act of 1965 (Williamson Act).

SUMMARY:

The applicants are proposing to adjust a common property line between two adjacent lots. The lot line adjustment would result in the transfer of 20.18 acres from the Novotny property to the 41 acre Vezer parcel. The resultant parcel sizes are 61.18 acres (Vezer) and 30.72 acres (Novotny). The minimum parcel size is 20 acres in this area. Both existing parcels are entered into separate, active Williamson Act Contracts. In such situations, action by the Board of Supervisors is required to rescind and replace the existing Contracts.

The project is determined to be exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 21080 (b)(1).

In accordance with Solano County Subdivision Ordinance notice of a public hearing was published at least 15 days before the scheduled hearing in the Fairfield Daily Republic. In addition, all owners of real property, as shown on the latest equalized assessment roll in the vicinity of the property were mailed notices of the hearing pursuant to County noticing requirements.

FINANCIAL IMPACT:

The applicants have paid the application fees associated with lot line adjustment application and replacement Land Conservation Contracts. The land is currently under Williamson Act contract; therefore, no financial impacts or changes in the assessed land value have been identified.

DISCUSSION:

The project involves adjusting the common property line between two adjacent lots. The lot line adjustment would result in the transfer of 20.18 acres from the Novotny parcel to the Vezer parcel. As shown on the lot line adjustment map, the reconfiguration will result in the following change in lot sizes:

Novotny - Existing 50.90 acres; Proposed 30.72 acres (decrease of 20.18 acres)

Vezer - Existing 41 acres; Proposed 61.18 acres (increase of 20.18 acres)

Reference Attachment C, Map

The subject properties are situated within the Suisun Valley Agricultural Region, 2 miles northwest of the City of Fairfield. The project area is comprised of two Assessor's parcels totaling approximately 92 acres. The westerly parcel under Novotny ownership is predominantly flat, exhibiting slopes of less than six percent. Williams Road bisects the 50.90acre Novotny parcel traversing south to north through the lot. The western half of the property is planted in vineyards. The eastern half of the lot is developed with a single family dwelling located near the southeast corner of the Novotny lot.

Moving easterly, elevations begin to increase moving away from Williams Road towards the Vezer lot. Topography transitions from being relatively flat along the valley floor to relatively steep rolling hills. A majority of the 41acre Vezer parcel is characterized as steep hillside exhibiting slopes between 16 - 24%. One agricultural structure is built on the hilltop near the northern property line. Numerous oak trees dot the hillsides on eastern half of the Vezer lot. 12.5 acres of the parcel has recently been planted with vineyards.

Access

The project proposes no changes to existing vehicle access to either parcel. Both properties have access via Williams Road (County Road No. 649). The Novotny parcel has frontage along, and developed access from, Williams Road. The Vezer parcel will have frontage along Williams Road as a result of the LLA; however, it would retain access via existing 60 foot wide private road easement across the Novotny parcel. The existing easement and access alignment avoids topographical constraints and maintains adequate driveway slope standards to the Vezer lot.

Utilities

The Novotny parcel is developed with a single family dwelling and associated domestic water well and private septic system. Utilities including a potable water source and private septic system would be required upon development of the Vezer parcel.

General Plan and Zoning

Figure LU-1 of the Solano County General Plan designates the project site Agriculture. In addition, the entire site is located within the Suisun Valley Agriculture “A-SV-20” Zoning District. As seen on the General Plan/Zoning Consistency table (Table LU-7, General Plan) the A-SV-20 district is consistent with the Agricultural General Plan designation.

The existing residential development and agricultural uses of the property, along with proposed parcel sizes (exceeding 20 acres) are consistent with the General Plan and A-SV-20 Zoning District regulations.

Subdivision Ordinance

The applicant has supplied adequate information to accompany the lot line adjustment application per County Subdivision Ordinance Section 26-41.1. The proposal is consistent with allowable land uses and development standards of the A-SV-20 Zoning District. The proposal involves the reconfiguration of two legal lots and no new lots would be created.

In order to finalize the lot line adjustment, the applicants shall secure a signed Tax Certificate letter from the Solano County Tax Collector. Details regarding the Tax Certificate process are described in Condition of Approval No. 2. This step also enables the Certificate of Compliance process which ultimately memorializes an approved lot line adjustment.

Land Conservation Contract

The Solano County Uniform Rules and Procedures Governing Agricultural Preserves and Land Conservation Contracts stipulates the procedure for processing lot line adjustments for contracted land, outlines specific findings, and establishes minimum parcel sizes.

The Board of Supervisors is the hearing authority for this application because the lot line adjustment involves parcels under multiple land conservation contracts and requires replacement contracts due to contract boundary changes resulting from the lot line adjustment.

For the parcels to be eligible to enter into a land conservation contract, amend an existing contract, and to maintain eligibility while under contract, the County Uniform Rules and Procedures Governing Agricultural Preserves and Land Conservation Contracts requirements must be met. These requirements include:

- The property must be in commercial agricultural use at the time of application and must be maintained during the life of the contract
- All land uses on the property must be compatible with the Williamson Act
- The property must be located within an appropriate General Plan Designation and Zoning District

As described in further detail below, each parcel is engaged in commercial agricultural production. In addition to the agricultural uses, existing residential development is compatible with the Williamson Act. Both parcels are located within an Agricultural General Plan Designation and Suisun Valley Agriculture “A-SV-20” Zoning District and are therefore eligible for Contract consideration. Therefore, both parcels comply with County Uniform Rules and Procedures Governing Agricultural Preserves and Land Conservation Contracts.

The Vezzer property is identified as Assessor’s Parcel No. 0149-090-210. As part of the replacement contract application, the applicant has supplied a planting diagram for the property indicating 12.5 acres of the site is devoted to vineyard production. In addition, the applicant has stated that vineyards have been strategically planted to avoid steep contours, drainage channels, and roads and is designed to preserve existing oak

woodlands and the natural beauty of the property.

The Novotny property is identified as Assessor's Parcel No. 0149-090-230. The agricultural commodities on-site consist of 17.10 acres of vineyard production and 21.90 acres of cattle grazing.

As proposed, the replacement Land Conservation Contracts are consistent with the California Land Conservation Act (Williamson Act) as well as County Requirements for contracted land.

Environmental Review (CEQA)

Staff recommends that the Board find that this Lot Line Adjustment is a ministerial action and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Guidelines Section 21080 (b)(1).

ALTERNATIVES:

The Board of Supervisors could choose to not approve Lot Line Adjustment LLA-19-09, rescind Land Conservation Contract Nos. 1376 and 1377, and approve replacement contract Nos. 1378 and 1379. This action is not recommended because both parcels, including their Suisun Valley Agricultural Zoning, existing agricultural use of the land, and parcel sizes are consistent with the General Plan, Zoning Ordinance, Subdivision Ordinance, Williamson Act and the County's Uniform Rules and Procedures Governing Agricultural Preserves and Land Conservation Contracts.

OTHER AGENCY INVOLVEMENT:

The County Counsel have reviewed this item and concurs with the recommendation. The Department's Development Review Committee reviewed LLA-19-09 on several dates, resulting in the current proposal and conditions now before the Board.

CAO RECOMMENDATION:

APPROVE DEPARTMENT RECOMMENDATION

RESOLUTION NO. 2020 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
APPROVING LOT LINE ADJUSTMENT APPLICATION LLA-19-09, AMENDING AGRICULTURAL
PRESERVE NO. 475, RESCINDING LAND CONSERVATION CONTRACT NOS. 1376 AND 1377, AND
APPROVING LAND CONSERVATION CONTRACT NO. 1378 OF FRANK VEZER AND LAND
CONSERVATION CONTRACT NO. 1379 OF HAROLD NOVOTNY AND AUTHORIZING ITS EXECUTION
BY THE CHAIRPERSON AND DIRECTING THAT IT BE RECORDED SIMULTANEOUSLY WITH
CERTIFICATE OF COMPLIANCE CC-19-20**

Whereas, the Solano County Board of Supervisors has considered, in public hearing, Lot Line Adjustment Application No. LLA-19-09 of Harold Novotny and Frank Vezer to reconfigure the common property line between two adjacent lots located at 5404 Williams Road, 2.5 miles northwest of the City of Fairfield, within the Suisun Valley Agriculture "A-SV-20" Zoning District; APN's: 0149-090-210 and 23, and Amend Agricultural Preserve No. 475 by rescinding Land Conservation Contract Nos. 1376 and 1377 and approving two replacement contracts; Land Conservation Contract No. 1378 of Frank Vezer and Land Conservation Contract No. 1379 of Harold Novotny; and

Whereas, said Board has reviewed the applicant's submittal and staff report of the Department of Resource Management, and heard and considered all comments regarding said application a duly noticed public hearing held October 6, 2020, and

Whereas, it is the policy of the County of Solano to encourage the preservation of land for agricultural and open space uses in accordance with principles set forth in the California Land Conservation Act of 1965; and

Whereas, after due consideration, said Board has made the following findings regarding said proposal:

1. **The adjustment is consistent with applicable building ordinances and no conforming lot will be made nonconforming with applicable zoning requirements, and the adjustment will not reduce the aggregate area of all affected lots which do not meet the minimum area requirements of their zoning designations, pursuant to Section 66412(d) of the Subdivision Map Act.**

No structures are proposed as part of this application and no conforming lot will be made nonconforming in terms of A-SV-20 Zoning District development standards or minimum parcel size of 20 acres.

2. **Approval of the lot line adjustment will not create a greater number of parcels than originally existed.**

The lot line adjustment reconfigures two (2) existing legal parcels and will not create any new parcels.

3. **A letter signed by the Solano County Tax Collector, stating that there are no liens against the properties or any part thereof for unpaid State, County, municipal or local taxes or special assessments collected as taxes, except taxes or special assessments not yet payable, and stating that security has been filed with the Clerk of the Board of Supervisors for the estimated taxes which are a lien on the property but not yet payable for taxes and special assessments, and stating that security satisfy the requirements of Section 66493 of the Subdivision Map Act will be provided.**

A signed Tax Certificate shall be obtained from the County Tax Collector. This document shall be provided by the applicant to the Planning Services Division. The Tax Certificate shall be recorded as part of the Certificate of Compliance package.

WILLIAMSON ACT FINDINGS per GOVERNMENT CODE SECTION 5127(a)

- 4. The new contract or contracts would enforceably restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 10 years.**

The terms of the existing contract will remain unchanged. The contract will remain in effect for a minimum of ten (10) years until such time as a non-renewal or cancellation application is initiated.

- 5. There is no net decrease in the amount of the acreage restricted. In cases where the parcels involved in a lot line adjustment are both subject to contracts rescinded pursuant to this section, this finding will be satisfied if the aggregate acreage of the land restricted by the new contracts is at least as great as the aggregate acreage restricted by the rescinded contracts.**

The amount of land under restricted contract will not change.

- 6. At least 90 percent of the land under the former contract or contracts remains under the new contract or contracts.**

The entire acreage under contract will remain the same.

- 7. After the lot line adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use.**

The proposed Novotny parcel of 30.72 acres exceeds the minimum parcel size of 10 acres as required for Prime Farmland. The proposed Vezer parcel of 61.18 acres exceeds the minimum parcel size of 40 acres required for Nonprime Farmland.

- 8. The lot line adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.**

The existing agricultural land use will remain unchanged and would not compromise the long-term agricultural productivity of the parcels or other agricultural lands.

- 9. The lot line adjustment is not likely to result in the removal of adjacent land from agricultural use.**

The lot line adjustment will not affect adjacent agricultural lands.

- 10. The lot line adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the general plan.**

There are two existing lots, and the lot line adjustment will not create any new parcels. The developable parcels and existing land uses are consistent with the General Plan.

SUGGESTED FINDINGS

11. The proposed lot line adjustment is a ministerial action and is therefore not subject to the provisions of the California Environmental Quality Act pursuant to CEQA Guidelines Section 21080 (b) (1)].

Resolved, that the Solano County Board of Supervisors does hereby approve Lot Line Adjustment Application No. LLA-19-09 subject to the following recommended conditions of approval:

1. The lot line adjustment shall be established in compliance with the application materials and tentative lot line adjustment map filed for application No. LLA-16-02, dated March 2015 prepared by Ty Hawkins LS 7973, on file with the Planning Services Division and as approved by the Planning Commission.
2. A Certificate of Compliance demonstrating that the subject lot line has been adjusted in accord with the State of California Subdivision Map Act and Solano County Subdivision Ordinance regulations shall be recorded with the Solano County Recorder's Office within one (1) year of the tentative approval by the Planning Commission. Failure to record a Certificate of Compliance within one year of Hearing Authority approval shall render the Lot Line Adjustment null and void.

Submittal of additional documents is required by the applicant in order to obtain a Certificate of Compliance from the Planning Division. The applicant shall initiate this step by submitting written legal descriptions of the parcels as adjusted to the Planning Services Division. The legal descriptions shall be prepared by a registered land surveyor or civil engineer licensed to survey in the State of California and each page of the legal descriptions must be signed and sealed by the professional preparing the descriptions. Upon review and approval of the legal descriptions by the Planning Division, a Certificate of Compliance will be prepared and forwarded by the Planning Services Division to the Title Company/Escrow Officer identified on the Lot line Adjustment application, with instruction to the Title Company/Escrow Officer to prepare new grant deeds reflecting the property boundaries as adjusted.

In order to obtain a Certificate of Compliance package that is ready for recordation, the permittee shall submit the following documents to the Planning Division:

- a) Grant Deed(s) that convey the adjustment area(s) between the parcel owners.
- b) Any conveyance documents that may be required for the relocation and/or extensions of existing utilities and easements.
- c) A statement, certificate, or security indicating there are no liens against the properties for any unpaid taxes or special assessments. Property owners shall work with their representative title company and contact the Solano County Assessor's Mapping Department to initiate the 'Tax Certificate' process. Fees are collected by the Assessor's Office to begin this process.

Once all of the necessary documents have been submitted to the Planning Division, a Certificate of Compliance package will be prepared and transmitted to the applicant's title company with instruction for recordation with the Solano County Recorder, thus completing the Lot Line Adjustment approval process.

3. The Certificate of Compliance shall be recorded simultaneously with the replacement Land Conservation Contract Nos. 1378 and 1379.

Further Resolved, that Agricultural Preserve No. 475 is amended and Land Conservation Contract Nos. 1376 and 1377 are rescinded.

Further Resolved, that real property consisting of 61.18 acres set forth in Land Conservation Contract No. 1378 of Frank Vezer in the form recommended to this Board by the Department of Resource Management of Solano County is hereby approved for land under Agricultural Preserve No. 475.

Further Resolved, that real property consisting of 30.72 acres set forth in Land Conservation Contract No. 1379 of Harold Novotny in the form recommended to this Board by the Department of Resource Management of Solano County is hereby approved for land under Agricultural Preserve No. 475.

Further Resolved, that the Board of Supervisors, County of Solano, State of California, does hereby authorize and directs its Chairperson, to execute said Land Conservation Contracts as approved by this Board, and

Further Resolved, that said contracts be recorded with the Recorder of Solano County, State of California. Simultaneously with Certificate of Compliance CC-19-20

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on October 6, 2020, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Alicia Draves, Chief Deputy Clerk

DEPARTMENT OF RESOURCE MANAGEMENT



**NOTICE OF PUBLIC HEARING
(Board of Supervisors)**

The County of Solano does not discriminate against persons with disabilities and is an accessible facility. If you wish to attend this meeting and you will require assistance to participate, please contact Jamielynn Harrison, Department of Resource Management at 675 Texas Street, Suite 5500, Fairfield, CA (707) 784-6765 at least 24 hours in advance of the event to make reasonable arrangements to ensure accessibility to this meeting.

NOTICE IS GIVEN that the Solano County Board of Supervisors will hold a public hearing to consider Lot Line Adjustment Application LLA-19-09 of Harold Novotny and Frank Vezer to reconfigure the common property line between two adjacent lots located at 5404 Williams Road, 2.5 miles northwest of the City of Fairfield; Assessor's Parcel Nos. 0149-090-210 and 23 AND Amend Agricultural Preserve No. 475 by rescinding Land Conservation Contract Nos. 1376 and 1377 and approving two replacement contracts; Land Conservation Contract No. 1378 of Frank Vezer and Land Conservation Contract No. 1379 of Harold Novotny. The project is determined to be exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 21080 (b)(1).

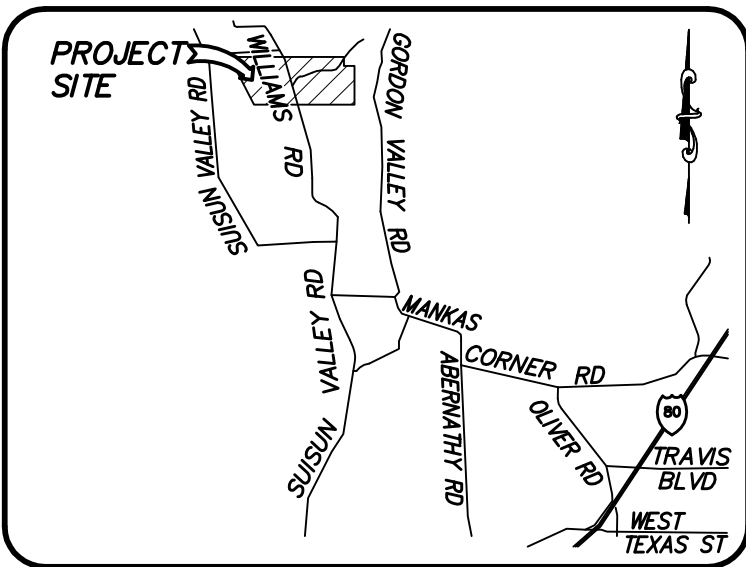
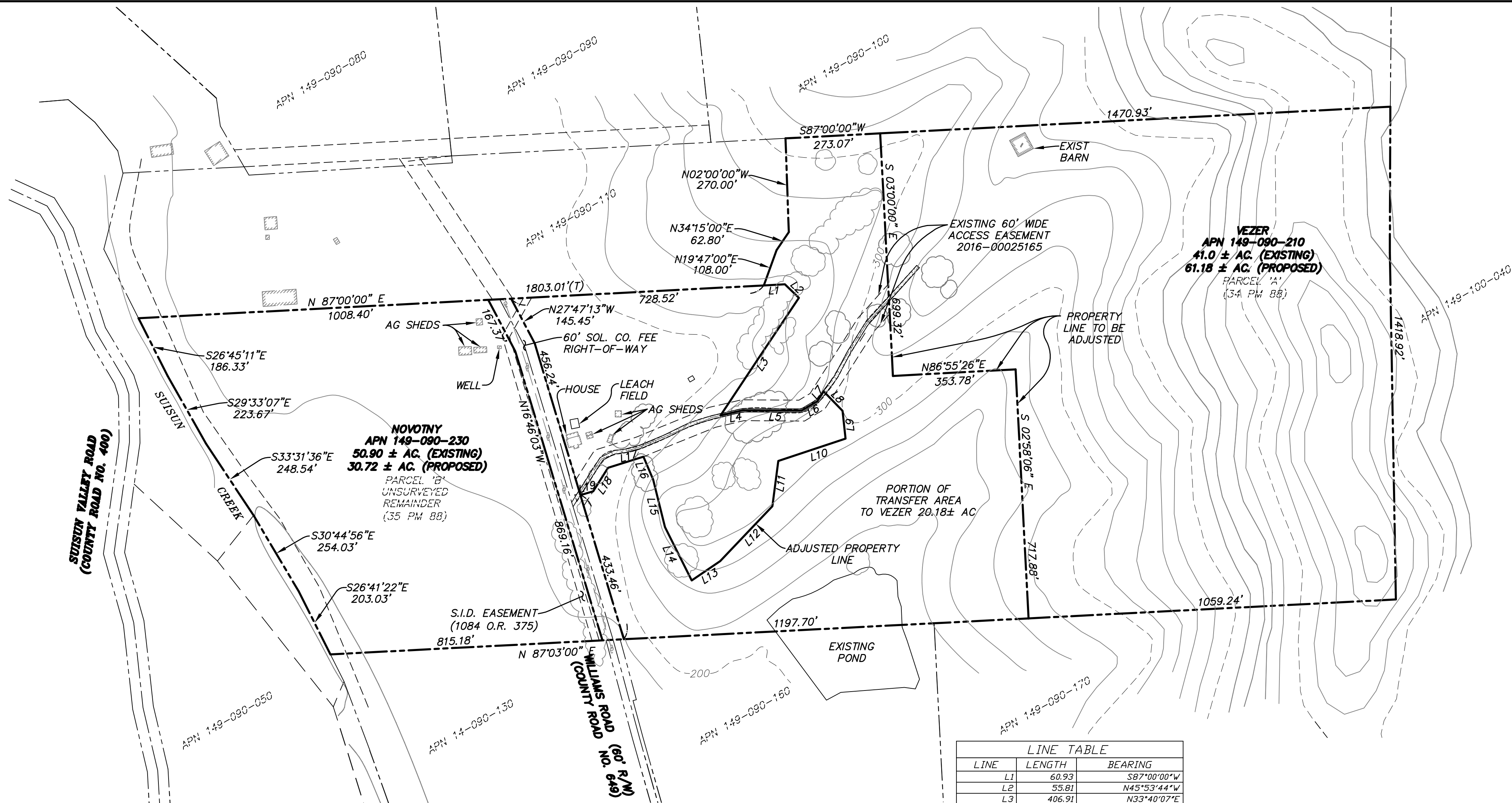
If you challenge the proposed consideration in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Board of Supervisors at, or prior to, the public hearing.

Any person wishing to comment on the project and/or review the information contained within the project file may do so at the Solano County Department of Resource Management, Planning Division, County Administration Center, 675 Texas Street, Suite 5500, Fairfield. Staff reports are available by 5:00 p.m. the Friday prior to the meeting at www.solanocounty.com under Quick Clicks, Board Meetings.

The hearing will be held in the Board of Supervisors' Chambers, County Administration Center, 1st Floor, 675 Texas Street, Fairfield on **Tuesday, October 6, 2020 at 2:00 p.m.** or as soon thereafter as the matter may be heard. Interested persons may appear and be heard at that time.

Birgitta Corsello
Clerk of the Board of Supervisors,
County of Solano, State of California

Daily Republic - legal ad/one time – Friday, September 18, 2020



VICINITY MAP
NOT TO SCALE

LEGEND

- CONTROL FOR SURVEY
- EXISTING POWER POLE
- EXISTING CONTOURS
- ADJUSTED PROPERTY LINE
- EXISTING PROPERTY LINE
- EXISTING CENTERLINE
- EXISTING EASEMENT
- EXISTING FENCE
- EXISTING STRUCTURE
- TREE DRIP LINE
- EXISTING CONCRETE DRIVEWAY

OWNERS/APPLICANTS

DOUGLAS & CATHERINE NOVOTNY
5404 WILLIAMS ROAD
FAIRFIELD, CA 94534

FRANK VEZER C/O CHARLES WOOD
300 TUOLOMNE STREET
VALLEJO, CA 94590

LINE TABLE		
LINE	LENGTH	BEARING
L1	60.93	S87°00'00"W
L2	55.81	N45°53'44"W
L3	406.91	N33°40'07"E
L4	66.00	N76°56'35"E
L5	169.45	S89°39'40"E
L6	52.80	N59°15'35"E
L7	33.39	N32°27'07"E
L8	108.66	N44°11'30"W
L9	80.39	N06°19'52"W
L10	204.42	N71°35'54"E
L11	131.36	N07°20'20"E
L12	218.08	N43°34'46"E
L13	98.96	N55°51'00"E
L14	171.84	S26°38'45"E
L15	140.80	S14°03'14"E
L16	71.52	S22°54'42"E
L17	106.77	N72°39'24"E
L18	80.05	N32°26'54"E
L19	38.27	N73°13'57"E



BRADLEY D. FOULK
EXPIRES

PLS 7071
12-31-20

LOT LINE ADJUSTMENT SITE PLAN
OF
THE LANDS OF NOVOTNY & VEZER
PARCEL 'A' AND
PARCEL 'B' "UNSURVEYED REMAINDER"
BOOK 34, PARCEL MAPS, PAGE 88
SOLANO COUNTY, CA
MAY 2020
SCALE: 1"=200'

FCE FOULK CIVIL ENGINEERING, INC.
Civil Engineering Land Surveying Planning
4777 Mangels Boulevard, Fairfield, CA 94534
(707)864-0784 fax (707)864-0793 e-mail: foulkce@gmail.com