

Solano County

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



Agenda - Final

Tuesday, June 23, 2026

9:00 AM

Board of Supervisors Chambers

Board of Supervisors

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

Cassandra R. James (Dist. 1), Vice Chair
(707) 784-3261

Wanda Williams (Dist. 3)
(707) 784-6136

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

Mitch Mashburn (Dist. 5)
(707) 784-6130

MEETING OF THE 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:
<https://www.solanocounty.gov/government/board-supervisors/board-supervisors-agendas-minutes-videos>

Temporary parking permits for the County Parking Garage are available from the Board Clerk for visitors attending the Board of Supervisors' meeting for more than 2 hours.

The County of Solano does not discriminate against persons with disabilities. If you wish to participate in this meeting and 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.

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

Email/Mail: If you wish to address any item listed on the Agenda in advance of the meeting, please submit comments in writing to the Clerk of the Board by U.S. Mail or by email. Written comments should be received no later than 5:00 P.M. on the Monday prior to the Board meeting to ensure distribution in advance of the meeting. The mailing address is: Clerk of the Board of Supervisors, 675 Texas Street, Suite 6500, Fairfield, CA 94533. The email address for the Clerk is: clerk@solanocounty.gov. 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, dial 1-415-655-0001 and use Access Code 2632 043 6228#. No attendee ID number is required. When the Chair or Clerk of the Board calls for an item on which you wish to speak, press *3 to access the "raise your hand" feature. When Public Comment begins, the Clerk will announce the last two digits of the phone number and will send you a request to unmute. Please press *6 to unmute yourself.

Remote Access and Technological Disruptions: If remote access is disrupted, open session will recess while good faith efforts are made to restore access, and the Board may resume open session only as permitted by Government Code section 54953.4 and the Board's adopted Remote Access Disruption Policy.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Pursuant to Government Code section 84308, members of the Board of Supervisors are disqualified and not able to participate in any agenda item involving contracts (other than competitively bid, labor, or personal employment contracts), franchises, discretionary land use permits and other entitlements if the Board member received, since January 1, 2023, more than \$250 (\$500 after January 1, 2025) in campaign contributions from the applicant or contractor, an agent of the applicant or contractor, or any financially interested participant who actively supports or opposes the County’s decision on the agenda item. Members of the Board of Supervisors who have received, and applicants, contractors or their agents who have made, campaign contributions totaling more than \$250 (\$500 after January 1, 2025) to a Board member since January 1, 2023, are required to disclose that fact for the official record of the subject proceeding. Disclosures must include the amount of the campaign contribution and identify the recipient Board member and may be made either in writing to the Clerk of the Board of Supervisors before the subject hearing or by verbal disclosure at the time of the hearing.

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.gov.

AGENDA

ROLL CALL

SALUTE TO THE FLAG AND A MOMENT OF SILENCE

PRESENTATIONS

Health and Social Services:

- 1 [26-494](#) Adopt and present a resolution and plaque of appreciation honoring Denise Kaufman, Employment Resources Specialist III, upon her retirement from Solano County with over 28 years of dedicated service in the Department of Health and Social Services, Employment and Eligibility Division (Supervisor Brown)

Attachments: [A - Retirement Resolution](#)

Board of Supervisors:

- 2 [26-500](#) Adopt and present a resolution recognizing July 7-13, 2026, as “707 Week” in Solano County (Supervisor James)

Attachments: [A - 707 Week Resolution](#)

Probation:

- 3 [26-493](#) Adopt and present a resolution recognizing July 19 through July 25, 2026, as Probation Services Week (Supervisor Mashburn)

Attachments: [A - Probation Services Week Resolution](#)

Public Defender:

- 4 [26-479](#) Receive a presentation on the Public Defenders selection of Chester Ogsimer as “Employee of the Month” for July 2026

ITEMS FROM THE PUBLIC

This is your opportunity to address the Board on a matter not listed on the Agenda; however, items 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 3 minutes. The Board will hear public comments for up to 15 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

Board of Supervisors:

- 5 [26-495](#) Authorize the County's contribution of \$1,300 from the General Fund contribution allocated to District 3 to benefit the following organizations, including Catholic Charities of Yolo-Solano, Inc. (\$300) and the Delta Research and Educational Foundation (\$1,000)

Clerk of the Board of Supervisors:

- 6 [26-531](#) Approve the minutes of the Solano County Board of Supervisors' regular meetings of June 2, 2026, and June 9, 2026

Attachments: [A - June 2, 2026 Draft Minutes](#)

[B - June 9, 2026 Draft Minutes](#)

- 7 [26-532](#) Receive and file the Meeting Attendance Reports for the month of May 2026 from the members of the Board of Supervisors

Attachments: [A - Monthly Meeting Attendance Reports - May 2026](#)

[B - 2026 BOS Appointment List](#)

County Administrator:

- 8 [26-394](#) Approve a one-year agreement with the Center for Volunteer & Nonprofit Leadership (CVNL) for countywide volunteer coordination, community engagement, and disaster support services from July 1, 2026, through June 30, 2027, for \$160,000; and Delegate authority to the County Administrator to execute the agreement

Attachments: [A - List of Accomplishments](#)

[B - Standard Contract](#)

Human Resources:

- 9 [26-486](#) Adopt a resolution and plaque of appreciation honoring Frances Stokes, Organizational Development and Training Officer, upon her retirement from the Department of Human Resources with nearly 25 years of dedicated public service to Solano County
- Attachments:* [A - Retirement Resolution](#)
- 10 [26-489](#) Adopt a resolution amending the List of Numbers and Classifications of Positions to delete 1.0 FTE vacant Human Services Chief Deputy - TBD and add 1.0 FTE Chief Deputy Human Services; and Adopt a resolution amending the Alphabetical Listing of Classes and Salaries to add the new classification with the monthly salary range of \$14,978.58 - \$18,206.56
- Attachments:* [A - Resolution - List of Numbers and Classifications of Positions](#)
[B - Resolution - Alphabetical Listing of Classes and Salaries](#)
- 11 [26-529](#) Adopt a resolution amending sections 8.1 and 8.7 of the Personnel and Salary Resolution concerning bilingual pay and professional allowance amounts to align with terms negotiated and agreed to by represented bargaining units during the 2025-2026 labor negotiations
- Attachments:* [A - Resolution Personnel and Salary Resolution](#)
[B - Personnel and Salary Resolution Add-Delete](#)

General Services:

- 12 [26-492](#) Approve six Job Order Contracting (JOC) construction agreements, each with an initial maximum contract value of \$1,000,000; Authorize the County Administrator or designee to execute the agreements, related amendments, and job orders exceeding \$200,000, with County Counsel concurrence and within the approved project budgets; Delegate signing authority to the fiscally responsible department head to execute job orders of \$200,000 or less, with County Counsel concurrence and within the approved project budgets; and Delegate signing authority to the General Services Director or designee to execute Notices of Completion for projects completed through the JOC Program
- Attachments:* [A - Links to JOC Contracts](#)
[B - Bidders of Record](#)
[C - Completed & In-Progress](#)
[D - Potential Projects](#)

- 13 [26-466](#) Approve a contract for \$820,750 with Thurmond Consulting LLC for project administration and grant compliance services for the new Behavioral Health Recovery Center project; and Authorize the County Administrator or designee, with County Counsel's concurrence, to execute the agreement and any subsequent amendments within the approved project budget; and Approve any necessary subsequent appropriation transfer requests to recognize grant revenues and related project expenditures (4/5 vote required)

Attachments: [A - Thurmond Consulting Contract](#)
 [B - Budget Summary](#)

Information Technology-Registrar of Voters:

- 14 [26-410](#) Approve an agreement with Manatron, Inc., to provide professional services for an amount not to exceed \$238,500 to support the Aumentum Solano County Integrated Property System the for a term of July 1, 2026, to June 30, 2027; and Authorize the County Administrator to execute the letter of authorization and any subsequent amendments, with County Counsel concurrence, up to an additional \$74,999 per fiscal year

Attachments: [A - Manatron Agreement](#)
 [B - Link to Master Services Agreement](#)

- 15 [26-509](#) Approve a second amendment to the revenue agreement with City of Vacaville for \$121,428 for the current period through June 30, 2027, for a total contract amount of \$310,083 to provide maintenance and programming services for the City's two-way subscriber radios; and Authorize the County Administrator to execute the agreement and any subsequent amendments, with County Counsel concurrence, up to an aggregate of \$74,999

Attachments: [A - City of Vacaville Second Amendment](#)
 [B - Link to Original Contract and Amendments](#)

First 5 Solano:

- 16 [26-499](#) Approve the First 5 Solano Children and Families Commission Master List of 5 Contracts and Contract Amendments totaling \$4,367,353 in expenditure effective July 1, 2026; Delegate authority to the County Administrator to execute all agreements and subsequent amendments, with County Counsel concurrence, up to an annual aggregate of \$74,999 per contract; Authorize the Executive Director of First 5 Solano, with County Counsel concurrence, to execute any subsequent amendments which are administrative in nature and have no fiscal impact; and Delegate authority to the County Administrator to authorize grant submissions over \$75,000 to secure funding to maintain or expand programs which further the Commission's strategic plan

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

Ag Commissioner/Sealer of Weights and Measures:

- 17 [26-465](#) Approve a second contract amendment for \$115,911 with Neighborly Pest Management, Inc. for a total contract amount of \$659,575 for the period of July 1, 2026, through June 30, 2027, for ongoing invasive pest eradication services; Delegate authority to the County Administrator to execute the contract and amendments within budgeted appropriations

Attachments: [A - Amendment Two](#)
 [B - Link to Original Contract and Amendment One](#)
 [C - Letter of Intent](#)

HEALTH AND SOCIAL SERVICESHealth and Social Services:

- 18 [26-441](#) Approve an agreement with the California Department of Health Care Services governing the administration and use of mobile crisis vehicles and related crisis services funded by the 2023 Crisis Care Mobile Units grant awarded to the Solano County Behavioral Health Division, for the period of July 1, 2025, through June 30, 2031; and Delegate authority to the County Administrator to execute the agreement, the Contractor Certification Clause, and any subsequent amendments with no fiscal impact, with County Counsel concurrence

Attachments: [A - DHCS Zero Cost Vehicle Use Agreement](#)

- 19 [26-485](#) Approve an agreement with Partnership HealthPlan of California to administer the California Advancing and Innovating Medi-Cal (CalAIM) Transitional Rent benefit for specialty mental health clients effective July 1, 2026; and Delegate authority to the County Administrator to execute the agreement and any amendments, with County Counsel concurrence
Attachments: [A - Partnership HealthPlan Transitional Rent Agreement](#)
- 20 [26-483](#) Approve a second contract amendment for \$125,280 with Crestwood Behavioral Health, Inc. for the current period through June 30, 2026, for a total contract amount of \$11,712,240 to provide acute psychiatric inpatient services; Approve a second contract amendment for \$330,499 with Psynergy Programs, Inc., for the current period through June 30, 2026, for a total contract amount of \$3,225,246 to provide subacute residential mental health treatment; and Delegate authority to the County Administrator to execute these contract amendments and any subsequent amendments, with County Counsel concurrence, up to an aggregate of \$74,999 per contract
Attachments: [A - Crestwood Second Amendment](#)
 [B - Psynergy Programs, Inc. Second Amendment](#)
 [C - Original Agreements and Prior Amendments](#)
- 21 [26-505](#) Approve the Behavioral Health Performance Contract with the California Department of Health Care Services effective July 1, 2026, through June 30, 2029, outlining conditions and requirements to receive state funding for behavioral health services; and Delegate authority to the County Administrator to execute this contract and any administrative amendments issued by the California Department of Health Care Services
Attachments: [A - Link to DHCS Performance Contract](#)
- 22 [26-524](#) Approve a \$1,394,664 Appropriation Transfer Request for Behavioral Health Services to increase appropriations and revenue for the Drug Medi-Cal Organized Delivery System due to increased utilization of the program (4/5 vote required); and Approve a \$1,354,969 Appropriation Transfer Request for Capital Projects Management from Social Services to increase appropriations and revenue for one-time capital improvements to relocate staff from the Executive Court campus to a new location (4/5 vote required)

- 23 [26-521](#) Approve the Health and Social Services Master List of 64 contracts for a total of \$74,625,898 plus the accumulative aggregate of individual client service agreements effective July 1, 2026; Delegate authority to the County Administrator to execute the contracts, including those waiting for final execution by the vendor, and any subsequent amendments, with concurrence from County Counsel, up to an annual aggregate of \$74,999 per individual contract; Delegate authority to the Director of Health and Social Services to execute any contract amendments which are administrative or technical in nature and have no fiscal impact; Adopt a resolution to delegate authority to the County Administrator to execute revenue agreements and memorandums of understanding with fiscal impact and to the Health and Social Services Director or designee to execute memorandums of understanding with no fiscal impact and to execute admission agreements for clients in need of a residential facility placement; Adopt a resolution to delegate authority to the Director of Health and Social Services or the Health Officer to execute the AIDS Master Grant Agreement; Delegate authority to the County Administrator to authorize grant submissions in excess of \$75,000 and to the Director of Health and Social Services for grant submissions up to \$75,000 to secure funding to maintain existing programs and projects; and Delegate authority to the Executive Director of the Public Authority to execute Board approved contracts and amendments for the Public Authority included on the Master List of Contracts

Attachments: [A - H&SS Masterlist of Contracts Alpha Listing](#)
[B - H&SS Masterlist of Contracts Division Listing](#)
[C - Pending FY2026/27 List of Contracts](#)
[D - Revenue Resolution](#)
[E - AIDS Master Grant Agreement Resolution](#)

- 24 [26-526](#) Approve the Napa/Solano Area Agency on Aging Master List of 17 service contracts for a total of \$4,198,272 for the period of July 1, 2026, through June 30, 2027, to provide services to older adults in Napa and Solano Counties; Approve two California Department of Aging revenue agreements for a total of \$357,450 for the period of July 1, 2026, through June 30, 2027; Delegate authority to the County Administrator to execute the agreements and any subsequent amendments, with County Counsel concurrence, up to an aggregate of \$74,999 per contract per fiscal year; and Delegate authority to the County Administrator to authorize grant submissions for Napa/Solano Area Agency on Aging equal to or above \$75,000 and the Director of Health and Social Services for grant submissions under \$75,000 to secure funding to maintain existing programs and projects

Attachments: [A - NSAAA Expenditure Contracts](#)
[B - NSAAA Revenue Contracts](#)

CRIMINAL JUSTICEPublic Defender:

- 25 [26-507](#) Adopt a resolution approving the appointment of a retired annuitant Mental Health Clinician - Licensed (Limited-Term Project) to perform the services funded under the two-year Office of the State Public Defender (OSPD) Expanded Public Defense Services (Holistic Defense) Grant through May 15, 2028

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

Probation:

- 26 [26-497](#) Approve the Probation Departments Master List of 16 contracts and contract amendments for a total of \$5,590,508 effective July 1, 2026; Delegate authority to the County Administrator to execute contracts and amendments, including any subsequent amendments, with concurrence from County Counsel, up to an annual aggregate of \$74,999 per individual contract; Authorize the Chief Probation Officer to execute any subsequent amendments which are administrative or technical in nature and have no fiscal impact; and Delegate authority to the County Administrator to authorize grant submissions in excess of \$75,000 in order to secure funding to maintain and/or restore service levels for existing programs and projects

Attachments: [A - Contracts and Amendments](#)
 [B - Links to Original Contracts and Amendments](#)
 [C - Details for Master List of Contracts and Amendments](#)

Sheriff's Office:

- 27 [26-508](#) Adopt a resolution approving participation in the 2025 Emergency Management Performance Grant (EMPG) for the period of July 1, 2025, through June 30, 2027, affirming the grant expenditure plan and authorizing the Sheriff, Undersheriff, and Director of Administrative Services to take any actions necessary to obtain and administer this grant, and pending County Counsel concurrence, sign all grant related documents and any service contracts and subsequent amendments itemized in the grant expenditure plan; and Approve an Appropriations Transfer Request recognizing \$201,380 in unanticipated grant revenue offset by grant expenditures (4/5 vote required)

Attachments: [A - 2025 EMPG Resolution](#)
 [B - 2025 EMPG Expenditure Plan](#)

- 28 [26-527](#) Adopt a resolution approving participation in the 2025 Homeland Security Grant Program (HSGP) for the period October 1, 2025 through May 31, 2028, affirming the grant expenditure plan and authorizing the Sheriff, Undersheriff, and Director of Administrative Services to take any actions necessary to obtain and administer the grant, and pending County Counsel concurrence, sign all grant related documents, any service contracts, and subsequent amendments itemized in the grant expenditure plan; Approve fixed asset purchases of \$201,468 for the Solano Operational Area joint-agency response teams and non-county agencies for a mobile breathing support unit and hazardous material detection equipment; Approve fixed asset purchases of \$204,549 for a message sign board trailer equipment, automated license plate readers, vehicle barrier equipment and an all-terrain vehicle; and Approve an Appropriation Transfer Request recognizing \$490,915 in unanticipated grant revenue offset with grant expenditures based on the grant expenditure plan (4/5 vote required)

Attachments: [A - BOS 2025 HSGP Resolution](#)

- 29 [26-533](#) Approve the Sheriff's Office Master List of 11 contracts and contract amendments for a total of \$18,723,037 effective July 1, 2026; Approve four draft revenue contracts, memorandums of agreement, and amendments effective July 1, 2026; Delegate authority to the County Administrator, with concurrence from County Counsel, to execute the contracts and amendments, including those waiting for final execution by the vendor, and any subsequent amendments up to an annual aggregate of \$74,999 per individual contract; Delegate authority to the County Administrator, with concurrence from County Counsel, to execute revenue contracts for Board-approved services provided by the Sheriff's Office to other county departments and/or local agencies; Authorize the Sheriff, Undersheriff, or Director of Administrative Services to execute any subsequent amendments which are technical or administrative in nature and have no fiscal impact; and Delegate authority to the County Administrator to authorize grant submissions in excess of \$75,000 in order to secure funding to maintain and/or restore service levels for existing programs and projects

Attachments: [A - Expenditures](#)

[B - Revenues](#)

[C - Links to Original Contracts and Amendments](#)

LAND USE/TRANSPORTATIONResource Management:

- 30 [26-428](#) Adopt a resolution designating the month of July 2026 as Park and Recreation Month and July 17, 2026, as Park and Recreation Professionals Day in Solano County
Attachments: [A - Parks and Recreation Month Resolution](#)
- 31 [26-470](#) Schedule a public hearing for July 28, 2026, to hear a report of delinquent solid waste hauling fees for unincorporated Solano County and consider any protests or objections to the report; Direct that notice of the hearing be mailed to the landowners listed on the report not less than ten days prior to the date of the hearing
Attachments: [A - Notice of Public Hearing](#)
- 32 [26-432](#) Approve a second contract amendment with Thurmond Consulting, LLC to extend the contract term through September 30, 2026, to provide for administration of active loans and projects under the Homeacres Home Rehabilitation Program; Direct staff to return to the Board with a program update and options for the use of remaining Homeacres Housing Funds
Attachments: [A - Second Amendment](#)
 [B – Links to Original Contract and Amendment](#)
- 33 [26-439](#) Accept the 2026 Annual Biosolids Land Application Report and Biosolids Research Project results from the Department of Resource Management
Attachments: [A - 2026 Biosolids Report](#)
 [B - BACWA Annual Summary Memo](#)
 [C - Links to 2026 Trihydro PFAS Study](#)

REGULAR CALENDAR**HEALTH AND SOCIAL SERVICES**Health and Social Services:

- 34 [26-442](#) Receive a follow-up presentation regarding the establishment and composition of advisory committee structure for the Solano County Local Emergency Medical Services Agency (LEMSA); and Provide direction regarding the preferred advisory committee structure
Attachments: [A - Regional County Comparison](#)

GENERAL GOVERNMENT

Treasurer-Tax Collector-County Clerk:

- 35 [26-506](#) Consider adopting a resolution calling an election and requesting consolidation with the November 3, 2026 Statewide General Election and requesting election services from the Registrar of Voters to submit to the registered voters of the County a proposed ordinance amending Chapter 11, Article II of the Solano County Code to increase the Transient Occupancy Tax (TOT) rate in the unincorporated area of the County from 5% to 12% and make related changes (4/5 vote required)

Attachments: [A - Resolution](#)
 [B - Proposed Ordinance](#)
 [C - Ordinance Redline](#)

LAND USE/TRANSPORTATION

Resource Management:

- 36 [26-528](#) Consider adopting a resolution calling an election, requesting consolidation with the November 3, 2026 Statewide General Election, and requesting election services from the Registrar of Voters to submit to County voters a proposed ordinance amending Article XII of Chapter 11 of the Solano County Code to modernize and expand the County's business license tax structure for commercial energy production and resource extraction businesses and increase business license tax rates (4/5 vote required)

Attachments: [A - Resolution](#)
 [B - Measure E Tax \(Clean\)](#)
 [C - Measure E Tax \(Redline\)](#)
 [D - Data Center Calculation Sample](#)

ITEMS FROM THE PUBLIC con't

This is the opportunity for the Board to hear additional public comment from speakers who submitted speaker cards during the original public comment period but were not heard due to time constraints.

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS

CLOSED SESSION

- 37 [26-542](#) 1) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (Pursuant to Government Code § 54956.9(d)(4)) - Initiation of litigation: one case
- 2) CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code § 54956.8) Property: 220 Campus Lane, Fairfield, California (APN 0027-360-080); Agency negotiators: Ian M. Goldberg, County Administrator, Debbie Vaughn, Assistant County Administrator, Alex Tengolics, Assistant County Administrator, Anthony Tave, General Services Director, Dustin Leno, Assistant Director, General Services, and Dale Eyeler, Real Estate Agent; Negotiating party: Christine Simpson, President, Wiseman Commercial for 220 Campus Lane LLC; Under negotiation: Price and terms of lease

RECONVENE**REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)****ADJOURN:**

To the Board of Supervisors Special Meeting of June 25, 2026, at 9:00 A.M., Board Chambers, 675 Texas Street, Fairfield, CA



Solano County

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

Agenda Submittal

Agenda #:	1	Status:	Presentation
Type:	Presentation	Department:	Health and Social Services
File #:	26-494	Contact:	Emery Cowan, 784-8400
Agenda date:	06/23/2026	Final Action:	
Title:	Adopt and present a resolution and plaque of appreciation honoring Denise Kaufman, Employment Resources Specialist III, upon her retirement from Solano County with over 28 years of dedicated service in the Department of Health and Social Services, Employment and Eligibility Division (Supervisor Brown)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Retirement Resolution		

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

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

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services recommends that the Board of Supervisors adopt and present a resolution and plaque of appreciation honoring Denise Kaufman, Employment Resources Specialist III, upon her retirement from Solano County with over 28 years of dedicated service in the Health and Social Services Department, Employment and Eligibility Division.

SUMMARY/DISCUSSION:

Ms. Kaufman began her employment with Solano County on September 22, 1997, as a Clerk with the Public Defender's Office, and on November 30, 1997, she was promoted to Client Services Specialist where she quickly became known as a dependable, knowledgeable team member. The following year, on March 22, 1998, Ms. Kaufman became a Document Clerk in the Assessor/Recorder's Office, supporting residents by managing inquiries, guiding individuals through complex processes, and ensuring the accuracy of official records. Ms. Kaufman then transferred to the Probation Department as a Client Services Specialist.

On November 29, 1998, Ms. Kaufman began her work in the Department of Health and Social Services (H&SS), Employment and Eligibility Services Division, initially as an Eligibility Worker I, then promoted to Eligibility Worker II on October 31, 1999. Ms. Kaufman served for over 17 years, assisting the Solano County community with eligibility determinations and helping elderly and disabled residents maintain medical coverage. Her reliability, compassion, and technical expertise made a meaningful difference in the lives of thousands of families.

Ms. Kaufman was promoted to Employment Resources Specialist I in September 2015. She was promoted

again in March of 2016 to Employment Resources Specialist II, where she helped Welfare-to-Work clients move towards self-sufficiency. She conducted assessments, facilitated orientations, and connected clients with resources, education, and employment opportunities. Her passion for her clients and exceptional coaching skills inspired many to achieve personal goals and successful employment outcomes.

On November 4, 2018, Ms. Kaufman was promoted to Employment Resources Specialist III. As a lead worker, she became a trusted advisor, guiding staff through complex regulations, reviewing cases, and supporting specialized caseloads. She strengthened community partnerships with local colleges, elevated program quality, and was instrumental in creating a Welfare-to-Work Quality Assurance tool.

Ms. Kaufman has made a positive impact on the lives of many community members and colleagues throughout her career with the County. Ms. Kaufman's last day of work was May 12, 2026. H&SS, Employment and Eligibility Services Division staff and leadership congratulate Ms. Kaufman on a well-deserved retirement and wish her all the best in her future endeavors.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2025/26 Working Budget. The cost associated with purchase of resolution materials and plaque are included in the Board's FY2025/26 Working Budget.

ALTERNATIVES:

The Board may choose not to present a resolution and plaque of appreciation to Ms. Kaufman, Employment Resources Specialist Supervisor. This is not recommended because Ms. Kaufman has devoted more than 28 years to public service in Solano County.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2026 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING/RECOGNIZING DENISE KAUFMAN FOR 28 YEARS OF DEDICATED PUBLIC SERVICE TO SOLANO COUNTY

WHEREAS, Denise Kaufman began her employment with Solano County on September 22, 1997, as a Clerk with the Public Defender's Office, and on November 30, 1997, was promoted to Client Services Specialist, quickly establishing herself as a dependable, knowledgeable team member; and

WHEREAS, in 1998, Denise became a Document Clerk for the Assessor/Recorder's, supporting residents by managing inquiries, guiding individuals through complex processes, and ensuring the accuracy of official records. Later that year Denise transferred to the Probation Department as a Client Services Specialist; and

WHEREAS, on November 29, 1998, Denise moved to Health and Social Services, Employment and Eligibility Services Division, where she worked as an Eligibility Worker and then an Eligibility Benefits Specialist for over 17 years. Her compassion and technical expertise allowed her to effectively determine eligibility and help thousands of elderly and disabled residents maintain medical coverage; and

WHEREAS, Denise was promoted to Employment Resources Specialist I in 2015 and then to Eligibility Specialist II in 2016, guiding Welfare-to-Work participants toward self-sufficiency. As she conducted assessments, facilitated orientations, and connected participants with resources, education, and employment opportunities, Denise's passion and coaching skills supported many clients to achieve personal goals and successful employment outcomes; and

WHEREAS, in 2018, Denise was promoted to Employment Resources Specialist III. As a lead worker, she became a trusted advisor, guiding staff through complex regulations, reviewing cases for quality and accuracy, and supporting specialized caseloads. She strengthened community partnerships with local colleges, elevated Welfare-to-Work program quality, and was instrumental in creating a Welfare-to-Work Quality Assurance tool; and

WHEREAS, Denise has made a positive impact on the lives of many community members and colleagues throughout her career with the County.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby honors and recognizes Denise Kaufman for her 28 years of dedicated service to the citizens of Solano County, and wishes her well in her retirement and future endeavors.

Dated this 23rd day of June, 2026

MONICA BROWN, Chair
Solano County Board of Supervisors

ATTEST:
IAN M. GOLDBERG, Clerk
Solano County Board of Supervisors

By: _____
Alicia Draves, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	2	Status:	Presentation
Type:	Resolution-Presentation	Department:	Board of Supervisors
File #:	26-500	Contact:	Tony Stewart, 533-5363
Agenda date:	06/23/2026	Final Action:	
Title:	Adopt and present a resolution recognizing July 7-13, 2026, as "707 Week" in Solano County (Supervisor James)		
Governing body:	Board of Supervisors		
District:	District 1		
Attachments:	A - 707 Week Resolution		

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

Published Notice Required? Yes ___ No X

Public Hearing Required? Yes ___ No X

DEPARTMENTAL RECOMMENDATION:

Supervisor James recommends that the Board of Supervisors adopt and present a resolution recognizing July 7-13, 2026, as "707 Week" in Solano County. This resolution acknowledges the cultural, economic, and community significance of the 707 region and supports ongoing efforts to promote community engagement, local business development, tourism, workforce opportunities, and regional collaboration throughout Solano County.

SUMMARY/ DISCUSSION:

707 Week is a community-centered initiative that celebrates the culture, diversity, innovation, and shared identity of the 707 region while fostering civic pride, community engagement, and economic vitality throughout Solano County. The week-long celebration brings together residents, local businesses, artists, entrepreneurs, nonprofit organizations, and community partners through a variety of events and activities that showcase the region's unique character, achievements, and contributions.

Recognition of 707 Week supports ongoing efforts to strengthen community connections, promote local commerce, celebrate cultural heritage and artistic expression, and encourage collaboration among organizations and residents. By highlighting the people, places, and organizations that make the 707-region distinctive, the initiative helps build a stronger sense of belonging and reinforces the shared commitment to the continued growth and well-being of Solano County.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed in the department's FY2025/26 Working Budget. The cost associated with purchase of resolution materials are included in the Board's FY2025/26 Working Budget.

ALTERNATIVES:

The Board could choose not to adopt the resolution; however, this is not recommended, as the resolution provides an opportunity for the Board to recognize and support a community initiative that promotes civic pride, cultural celebration, economic activity, and community engagement throughout Solano County.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2026-

A RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING JULY 7–13, 2026, AS “707 WEEK” IN SOLANO COUNTY

WHEREAS, 707 Week is a community-driven celebration that honors the culture, creativity, history, businesses, and distinctive identity of Solano County and the residents who proudly call the 707 home, while promoting civic pride, economic vitality, tourism, and support for local businesses, artists, and entrepreneurs throughout the County; and

WHEREAS, the 707 area code was established in 1959 as one of California’s original regional area codes and has since become a widely recognized symbol of regional pride, cultural identity, innovation, resilience, entrepreneurship, and community connection across Solano County; and

WHEREAS, Solano County is enriched by its diverse cultures, backgrounds, traditions, and perspectives, which contribute to the County’s vibrancy, strength, and quality of life, and 707 Week celebrates the many individuals and communities whose contributions continue to shape the social, cultural, and economic fabric of the region; and

WHEREAS, 707 Week was established in 2025 as a community-led initiative dedicated to recognizing and elevating the people, businesses, artists, nonprofit organizations, and community partners that contribute to the identity, vitality, and success of the 707 region, including the communities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo; and

WHEREAS, the inaugural 707 Week celebration in 2025 featured more than twenty events over eight days, engaged approximately 1,800 attendees, supported 73 local vendors and small businesses, and connected more than 250 job seekers with 31 employers, demonstrating the initiative’s significant community impact and its growing role in advancing workforce development, cultural expression, tourism, small business support, and cross-sector collaboration throughout Solano County; and

WHEREAS, 707 Week brings together residents, businesses, artists, entrepreneurs, nonprofit organizations, educators, and community leaders through cultural events, performances, networking opportunities, educational programs, volunteer activities, and civic engagement initiatives that strengthen community connections, foster inclusion and collaboration, and promote equitable economic opportunity throughout the County; and

WHEREAS, the continued recognition of 707 Week reflects Solano County’s commitment to celebrating its unique identity, supporting local innovation and entrepreneurship, and building a stronger, more connected, and prosperous community for all residents.

NOW, THEREFORE, BE IT RESOLVED, that the Solano County Board of Supervisors hereby proclaims July 7–13, 2026, as “707 Week” in Solano County and encourages all residents, businesses, organizations, and visitors to participate in activities that celebrate and support the people, culture, and communities of the 707 region.

Dated this 23rd day of June 2026

MONICA BROWN, Chair
Solano County Board of Supervisors

ATTEST:
IAN M. GOLDBERG, Clerk
Solano County Board of Supervisors

By: _____
Alicia Draves, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	3	Status:	Presentation
Type:	Presentation	Department:	Probation
File #:	26-493	Contact:	Shawna Albright, 784-6530
Agenda date:	06/23/2026	Final Action:	
Title:	Adopt and present a resolution recognizing July 19 through July 25, 2026, as Probation Services Week (Supervisor Mashburn)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Probation Services Week Resolution		

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

Published Notice Required? Yes ___ No X

Public Hearing Required? Yes ___ No X

DEPARTMENTAL RECOMMENDATION:

The Chief of Probation recommends the Board of Supervisors adopt and present a resolution recognizing July 19 through July 25, 2026, as Probation Services Week.

SUMMARY/DISCUSSION:

Probation Services Week, observed July 19 through July 25, 2026, provides an opportunity to recognize the essential contributions of Solano County’s Probation Officers and Juvenile Correctional Counselors. These dedicated professionals play a critical role in promoting community safety, supporting rehabilitation, and guiding individuals toward positive change. This item presents a resolution acknowledging their commitment, specialized training, and ongoing efforts to deliver effective supervision, services, and support to those entrusted to their care.

Probation Officers and Juvenile Correctional Counselors enhance public safety and reduce recidivism through proven programming, structured supervision, and supportive services. Probation offers a cost-effective approach by supervising individuals in the community and connecting them to vital services such as workforce development, substance use treatment, mental health care, and education. In doing so, Probation professionals balance accountability with meaningful opportunities for rehabilitation, helping individuals make positive changes and reduce future crime.

The Probation Department employs 94 Deputy Probation Officers, one Mental Health Clinician, seven Social Services staff, and 42 additional Probation professionals to supervise, support, and provide programming to approximately 1,632 adults and 157 youth in the community. The Department also employs 50 Juvenile Correctional Counselors who supervise and provide services to youth housed at the Juvenile Detention Facility, as well as those in the Secure Youth Treatment Facility, Reaching Into Successful Endeavors (RISE) Program. These professionals receive extensive initial and ongoing training in areas such as trauma-informed

care, cognitive-behavioral interventions, and strength-based practices, ensuring they are equipped to meet the complex and diverse needs of the individuals and youth they serve.

Probation supports a safer and healthier Solano County by ensuring that individuals supervised in the community, as well as those reentering after incarceration, have access to the tools, services, support, and accountability needed for long-term success. Through their commitment to promoting positive behavior change and reducing recidivism, Probation professionals make a meaningful impact on the lives of those they serve and on the safety of our communities. This recognition reflects their dedication and the vital role they play every day.

FINANCIAL IMPACT:

The costs associated with Probation Services Week are nominal and will be absorbed in the Department's FY2025/26 Working Budget. Therefore, there is no additional financial impact to the County General Fund.

ALTERNATIVES:

The Board of Supervisors could choose:

1. Not to adopt the resolution; however, this alternative is not recommended since non-adoption by the Board would not bestow recognition to the Deputy Probation Officers and Juvenile Correctional Counselors during this special week.

2. To proclaim another week as Probation Services Week; however, this alternative is not recommended. American Probation and Parole Association (APPA) has nationally designated the week of July 19 through 25, 2026 as Probation Services Week.

OTHER AGENCY INVOLVEMENT:

The Superior Court of Solano County, along with the Sheriff's Office, District Attorney, Public Defender, local law enforcement agencies, and Superintendents of Schools work collaboratively, and support recognizing Deputy Probation Officers, Juvenile Correctional Counselors, and the rest of the team of Probation professionals during Probation Services Week.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2026 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING JULY 19-25, 2026, AS PROBATION SERVICES WEEK

WHEREAS, the Solano County Board of Supervisors seeks to recognize that Probation Officers and Juvenile Correctional Counselors are part of a dedicated team of Probation professionals who play a unique role in the justice system by enhancing public safety and reducing recidivism through evidence-based programming, structured supervision, and supportive services; and

WHEREAS, Probation provides a cost-effective public safety strategy by supervising individuals in the community while connecting them to critical services such as workforce development, substance use treatment, mental health care, and education; and

WHEREAS, Probation professionals balance the need for accountability with the opportunity for individuals to engage in treatment and rehabilitation, providing the structure and support necessary to change lives and reduce future crime; and

WHEREAS, Probation Officers and Juvenile Correctional Counselors complete extensive professional training. Probation Officers receiving 350 hours within their first two years and at least 40 hours annually, and Juvenile Correctional Counselors receiving 320 hours within their first two years and at least 25 hours annually in areas including topics like trauma-informed care, cognitive behavioral therapy, strength-based approaches, and emotional intelligence; and

WHEREAS, the Solano County Board of Supervisors recognizes the vital contributions of Probation professionals and reaffirms its commitment to supporting their ongoing professional development, safety, and effectiveness in carrying out their mission.

NOW, THEREFORE, BE IT RESOLVED THAT, the Solano County Board of Supervisors do hereby recognize July 19 through July 25, 2026 as Probation Services Week and encourage all citizens to honor Solano County Probation Officers and Juvenile Correctional Counselors for their work, ongoing dedication to justice, rehabilitation, and community safety.

Dated this 23rd day of June 2026

MONICA BROWN, Chair
Solano County Board of Supervisors

ATTEST:
IAN M. GOLDBERG, Clerk
Solano County Board of Supervisors

By: _____
Alicia Draves, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	4	Status:	Presentation
Type:	Presentation	Department:	Public Defender
File #:	26-479	Contact:	Elena D'Agustino, 784-6724
Agenda date:	06/23/2026	Final Action:	
Title:	Receive a presentation on the Public Defenders selection of Chester Ogsimer as "Employee of the Month" for July 2026		
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:

The Public Defender recommends that the Board receives a presentation on the selection of Chester Ogsimer as the July 2026 "Employee of the Month" making him eligible to use the parking space designated for this program.

SUMMARY/ DISCUSSION:

On September 13, 2005, the Board of Supervisors established the County Government Center "Employee of the Month Parking" program for County employees. Each month a County department is designated to select one of its employees as "Employee of the Month." The Public Defender's Office has selected Chester Ogsimer as the deserving employee allowing him to park in the designated parking area for the month of July 2026.

Chester initially joined the Public Defender's Office on May 17, 2021, as an extra help Legal Secretary. He was hired on as a regular employee and advanced quickly through the Entry, Journey, and Senior levels. Chester was promoted to Paralegal on August 17, 2025, the position he currently holds.

As a Paralegal, Chester assists clients in clearing their criminal records. He has been an essential contributor to planning our Clean Slate Day events, including prior to his promotion. Chester also supports the department's advocacy for clients in custody by interviewing them to gather background information and drafting motions seeking their release.

In every role, Chester has shown initiative and leadership and has contributed by identifying outdated processes and proposing improvements through automation. His dedication to fairness, advocacy and public service shines through in everything he does.

Chester reflects the best of our organization and exemplifies the spirit of our mission of client-centered advocacy and holistic defense. The Department deeply appreciates his commitment, reliability, and the meaningful impact he has on our work and on the clients we serve.

ALTERNATIVES:

The Board of Supervisors could elect to acknowledge someone else as the Employee of the Month; however, this alternative is not recommended as Chester is deserving of the Department's recognition.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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

Agenda Submittal

Agenda #: 5 **Status:** Consent Calendar
Type: Resolution **Department:** Board of Supervisors
File #: 26-495 **Contact:** Kathy Lawton-Caesar, 784-3006
Agenda date: 06/23/2026 **Final Action:**
Title: Authorize the County's contribution of \$1,300 from the General Fund contribution allocated to District 3 to benefit the following organizations, including Catholic Charities of Yolo-Solano, Inc. (\$300) and the Delta Research and Educational Foundation (\$1,000)
Governing body: Board of Supervisors
District: District 3
Attachments:

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

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

DEPARTMENTAL RECOMMENDATION:

Supervisor Williams requests that the Board of Supervisors authorize the County's contribution of \$1,300 from the General Fund contribution allocated to District 3 to benefit the following organizations, including Catholic Charities of Yolo-Solano, Inc. (\$300) and the Delta Research and Educational Foundation (\$1,000).

SUMMARY/ DISCUSSION:

District 3 has identified two (2) local nonprofit organizations to receive its FY2025/26 non-county contribution allocation:

Catholic Charities Yolo-Solano - \$300

Catholic Charities Yolo-Solano (CCYS) is a community-based nonprofit organization dedicated to helping individuals and families achieve stability, safety, and opportunity. Through responsive, accessible, and trust-based services, CCYS works to address the needs of vulnerable populations throughout the region.

A core component of CCYS's mission is combating food insecurity. Through food banks, food pantries, farmers markets, and CalFresh enrollment assistance, the organization helps ensure that community members have access to nutritious, affordable, and healthy food. Their food pantry provides essential staples, including rice, beans, bread, and cereals, as well as fresh produce to individuals and families experiencing hardship.

The District 3 contribution will support emergency food assistance services for Solano County residents in need.

Delta Research and Educational Foundation - \$1,000

The Delta Research and Educational Foundation supports the public service mission of the Solano Valley Alumnae Chapter of Delta Sigma Theta Sorority, Inc., a nonprofit organization established on May 5, 1991. The organization helps and supports programs that promote community engagement and empowerment. Its initiatives are guided by Delta Sigma Theta's Five-Point Programmatic Thrust:

- Economic Development
- Physical and Mental Health
- Educational Development
- Political Awareness and Involvement
- International Awareness and Involvement

The Solano Valley Alumnae Chapter is organizing a Sickle Cell Anemia & Health Equity Resource Fair to educate Solano County residents about sickle cell disease, health disparities, and available community health resources.

The District 3 contribution will provide sponsorship support for the Sickle Cell Anemia & Health Equity Resource Fair, scheduled for September 26, 2026, at the Solano County Administration Building Plaza.

Guidelines for Grant Funding Requests: Guidelines for Grant Funding Requests:

During the FY2025/26 Budget Hearings, the Board appropriated \$75,000, \$15,000 to each supervisorial district, to allow Board members to support community service programs. The Board directed County Counsel to provide guidelines on how to recommend funding for qualifying agencies or programs. The Guidelines are as follows:

- 1.) Each supervisor must submit the proposed expenditure to County Counsel and the Auditor-Controller for initial review.
- 2.) The Board must approve the expenditure by a majority vote.
- 3.) The Board must determine that the expenditure is for a public purpose.
- 4.) The Board may authorize an expenditure of public funds to a nonprofit organization so long as the County retains ultimate control over the exercise of judgment and discretion of the intended program.
- 5.) To ensure accountability, all expenditures are subject to periodic audit by the Auditor-Controller; and
 - a) If the recipient provides an activity, program or service ("activity"), it shall provide an activity report within 30 days of the activity that states the number of persons attending (if applicable) or participating activities carried out, feedback from participants (if applicable) and benefits of the activity. The recipient's failure to provide a report may result in its being considered ineligible for future funding.
 - b) If the recipient is purchasing property or making improvements, it shall use the funds for only the specified purposes and allow representatives of the county to inspect and/or audit the purchase or the contractor's performance, the facility or the portion improved with the funds and/or the records pertaining to the expenditures. The recipient shall retain for inspection and audit purposes any and all books, receipts, documentation and other records of the expenditures for three (3) years from date of receiving funds.

FINANCIAL IMPACT:

The expenditures totaling \$1,300 in contributions are included in the Department's FY2025/26 Working Budget. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2025/26 Working Budget.

ALTERNATIVES:

The Board could choose not to authorize these expenditures; however, this is not recommended as this is consistent with Board policy.

OTHER AGENCY INVOLVEMENT:

There is no other agency involvement.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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

Agenda Submittal

Agenda #:	6	Status:	Consent Calendar
Type:	Minutes	Department:	Clerk of the Board of Supervisors
File #:	26-531	Contact:	Alicia Draves, 784-6125
Agenda date:	06/23/2026	Final Action:	
Title:	Approve the minutes of the Solano County Board of Supervisors' regular meetings of June 2, 2026, and June 9, 2026		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - June 2, 2026 Draft Minutes, B - June 9, 2026 Draft Minutes		

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' regular meetings of June 2, 2026, and June 9, 2026.



Solano County

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

Minutes - Draft Board of Supervisors

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

*Cassandra R. James (Dist. 1), Vice Chair
(707) 784-3261*

*Wanda Williams (Dist. 3)
(707) 784-6136*

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

*Mitch Mashburn (Dist. 5)
(707) 784-6130*

Tuesday, June 2, 2026

9:00 AM

Board of Supervisors Chambers

CALL TO ORDER

The Solano County Board of Supervisors met on the 2nd day of June 2026 in regular session in the Board of Supervisors' Chambers at the Solano County Government Center, 675 Texas Street, Fairfield, California at 9:06 A.M.

ROLL CALL

Present were Supervisors James, Williams, Mashburn, and Chair Brown. Supervisor Vasquez was absent. Chair Brown presided. Also present were County Administrator Ian Goldberg and County Counsel Carrie Blacklock.

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 [26-400](#) Adopt and present a resolution recognizing June 2026 as Philippine Cultural Month in Solano County (Supervisor James)

Attachments: [A - Philippine Cultural Month Resolution](#)

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

On motion of Supervisor James, seconded by Supervisor Williams, the Board adopted and presented Resolution No. 2026-122, recognizing June 2026 as Philippine Cultural Month in Solano County. So ordered by a 4-0 vote with Supervisor Vasquez absent. (see Resolution Book)

Enactment No: Resolution No. 2026-122

- 2 [26-413](#) Adopt and present a resolution recognizing the Mare Island Technology Academy 2025-2026 Mock Trial Team (Supervisor James)

Attachments: [A - MIT Mock Trial Team Recognition Resolution](#)

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

On motion of Supervisor James, seconded by Supervisor Williams, the Board adopted and presented Resolution No. 2026-123, recognizing the Mare Island Technology Academy 2025-2026 Mock Trial Team. So ordered by a 4-0 vote with Supervisor Vasquez absent. (see Resolution Book)

Enactment No: Resolution No. 2026-123

- 3 [26-418](#) Receive a presentation from the Department of Resource Management on the selection of Erik Hagström as the June 2026 "Employee of the Month" for the County Administration Center making him eligible to use the parking space designated for this honor

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

Received

ITEMS FROM THE PUBLIC

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

A) Steve Olry commented on election integrity.

B) Gaul Culley commented on the absence of Supervisor Vasquez and current issues facing District 4.

C) Joseph Joyce commented on the upcoming Solano County Fair and other various issues.

D) UC Cooperative Extension Area Director Karen Warburton introduced herself to the Board and commented on upcoming events.

E) Ben Lyons commented on the absence of Supervisor Vasquez and on increased fees for Resource Management.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

County Administrator Ian Goldberg stated staff is requesting Agenda Item No. 16, Closed Session be removed from the agenda.

APPROVAL OF THE AGENDA

On motion of Supervisor Williams seconded by Supervisor Mashburn, the Board approved the agenda of the Solano County Board of Supervisors for June 2, 2026, as amended to remove Agenda Item No. 16 - Closed Session. So ordered by a 4-0 vote with Supervisor Vasquez absent.

PUBLIC COMMENT ON CONSENT CALENDAR

Chair Brown 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 Mashburn, seconded by Supervisor James, the Board approved the following Consent Calendar items by 4-0 vote with Supervisor Vasquez absent:

CONSENT CALENDAR

- 4 [26-436](#) Approve the minutes of the Solano County Board of Supervisors’ regular meeting of May 12, 2026

Attachments: [A - May 12, 2026 Draft Minutes](#)

Approved

- 5 [26-420](#) Adopt a resolution establishing Solano County’s countywide appropriations limit of \$974,946,584, the Consolidated County Service Area appropriations limit of \$373,923, the East Vallejo Fire Protection District appropriations limit of \$1,719,633, the Montezuma Fire Protection District appropriations limit of \$1,827,206, Suisun Fire Protection District appropriations limit of \$1,437,792, and Vacaville Fire Protection District appropriations limit of \$2,591,638 for FY2026/27, and delegating authority to the Auditor-Controller to implement the most advantageous method for establishing the appropriations limit for FY2026/27

Attachments: [A - FY2026/27 GANN Limit Resolution](#)
 [B - FY2026/27 GANN LIMIT Computation](#)
 [C - FY2026/27 GANN LIMIT Appropriations](#)

Adopted

Enactment No: Resolution No. 2026-124

- 6 [26-411](#) Approve agreements with the City of Dixon and the City of Rio Vista for no-cost use of City-owned properties for County public safety radio communications tower sites for a ten-year term; and Authorize the County Administrator to execute the agreements and any subsequent amendments, with County Counsel concurrence, with no fiscal impact

Attachments: [A - City of Dixon Radio Site Agreement](#)
 [B - City of Rio Vista Radio Site Agreement](#)

Approved

- 7 [26-412](#) Approve a Professional Services Agreement with Journal Technologies, Inc. (JTI) for \$210,000 to migrate the On-Premises eProbation case management system to Journal Technologies, Inc. Hosted Amazon Web Services (AWS) GovCloud; Approve a Software License, Support and Maintenance Agreement to provide licensing, support, and maintenance for Journal Technologies, Inc. (JTI)-Hosted Amazon Web Services (AWS) GovCloud with annual hosting and storage fees of \$126,250 billed annually, commencing upon completion of the migration project; Approve Statement of Work (SOW) for expert consultation services totaling \$62,500 under the County's Master Agreement with AgreeYa Solutions, Inc. to support the Probation Department's eProbation Cloud-Housed Migration Project for the period of June 8, 2026, through February 26, 2027; Delegate authority to the County Administrator to execute the amendment and any subsequent amendments, with County Counsel concurrence, up to an aggregate of \$74,999; and Authorize the Chief Probation Officer to execute any subsequent amendments that are technical or administrative in nature

Attachments: [A - Journal Technologies, Inc. - Professional Services Agreement](#)
 [B - Journal Technologies, Inc. - License Agreement](#)
 [C - AgreeYa - Statement of Work](#)
 [D - Linked Originals and Amendments](#)

Approved

- 8 [26-421](#) Approve an agreement with the California Department of Health Care Services effective July 1, 2026 to participate in the Medi-Cal County Inmate Program; Approve a separate administrative services agreement with the California Department of Health Care Services for the period July 1, 2026 through June 30, 2029; Authorize the County Administrator to execute both agreements and any amendments including changes to terms and conditions and scope of services, with County Counsel concurrence; and Authorize the Sheriff or his designee to execute the 2029 County Participation Form to inform the California Department of Health Care Services of the County's intent to continue participation in the program for the subsequent State fiscal years

Attachments: [A - Solano MCIP Participation Agreement](#)
 [B - Solano 26-60148 MCIP Administrative Services Agreement](#)

Approved

- 9 [26-393](#) Schedule a public hearing on the FY2026/27 Green Valley Open Space Maintenance District assessments for July 28, 2026; Adopt a resolution directing preparation of the Annual Engineer's Report; Adopt a resolution of intention to order improvements and levy assessments for the Green Valley Open Space Maintenance District

Attachments: [A - Resolution of Preparation](#)
 [B - Resolution of Intention](#)
 [C - Assessment Map](#)

Adopted

Enactment No: Resolution No. 2026-125 and Resolution No. 2026-126

- 10 [26-417](#) Approve the reappointment of Steve Dodini to the Solano Cemetery District as the District 3 representative to fill an unexpired term through January 7, 2030

Approved

- 11 [26-426](#) Approve the reappointment of Kay Cayler to the Solano County Planning Commission, representing District 4, for a term to expire January 31, 2027

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

The Board adjourned as the Board of Supervisors and reconvened as the Montezuma Fire Protection District Board of Directors and the Suisun Fire Protection District Board of Directors.

PUBLIC COMMENT ON SPECIAL DISTRICTS CONSENT CALENDAR

Chair Brown invited members of the public to address the Board on items listed on the Special Districts Consent Calendar. There was no public comment.

APPROVAL OF THE SPECIAL DISTRICTS CONSENT CALENDAR

On motion of Supervisor James, seconded by Supervisor Mashburn, the Board approved the following Consent Calendar items by 4-0 vote with Supervisor Vasquez absent:

SPECIAL DISTRICTS CONSENT CALENDAR

Montezuma Fire Protection District

- 12 [26-429](#) Approve an Appropriation Transfer Request totaling \$118,000 increasing appropriations for vehicle maintenance and salary overtime costs and offset by recognizing \$78,906 in unanticipated reimbursement revenues from the State of California Office of Emergency Services for the Montezuma Fire Protection District with remaining revenues from contingencies (4/5 vote required)
- Approved**

Suisun Fire Protection District

- 13 [26-403](#) Approve an Appropriation Transfer Request totaling \$125,000 increasing appropriations for extra help expenditures for mutual aid strike team deployment, and for additional operational costs partially offset by recognizing \$66,401 in unanticipated reimbursement revenues from the State of California Office of Emergency Services for the Suisun Fire Protection District with remaining revenues from contingencies (4/5 vote required)
- Approved**

ADJOURN:

The Board adjourned as the Montezuma Fire Protection District Board of Directors and the Suisun Fire Protection District Board of Directors and reconvened as the Board of Supervisors.

BOARD OF SUPERVISORS REGULAR CALENDAR

- 14 [26-395](#) Receive a verbal update from Paragon Government Relations, the County’s federal legislative advocates, on federal legislative matters of interest to Solano County; Receive a verbal update from Karen Lange, the County’s State legislative advocate, on State legislative and budgetary matters of interest to the County, including the Governor’s May Revise budget and key legislation of interest to the County
- Attachments:* [A - Presentation Slides](#)
- State Legislative Advocate Karen Lange provided an update on State legislation of interest to the County.
- Federal Legislative Advocates Rachel MacKey and Hasan Sarsour provided an update on information on federal legislation of interest to the County.

In response to a question from Chair Brown regarding continued U.S. support for Ukraine and the readiness of domestic military resources, including potential impacts on Travis Air Force Base, Mr. Sarsour stated that Ukraine funding remains under discussion in Congress but has become a politically sensitive issue, with much of the work occurring behind the scenes. Mr. Sarsour indicated that he would follow up with congressional offices, including Congressman Garamendi's office, to gather additional information regarding Ukraine assistance and military resource availability.

In response to a question from Chair Brown regarding whether proposed federal bridge funding could support replacement of the Highway 12 bridge near Rio Vista, Mr. Sarsour explained that the funding would be distributed through State and county bridge programs rather than directed to a specific project, noting it will increase resources available for local bridge improvements.

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

Received

15 [26-462](#)

Adopt a resolution accepting the Tentative Agreement with the Chauffeurs, Teamsters and Helpers Local 150, Attorneys ("Unit 1"), regarding Unit 1 for a successor Memorandum of Understanding for the term June 2, 2026, through September 30, 2028; Approve Side Letter Agreements to the Memorandum of Understanding to be entered into with the Chauffeurs, Teamsters and Helpers Local 150, Attorneys regarding Unit 1 concerning Base Wage Increase Re-opener and Pay Parity; Direct the Director of Human Resources to prepare the Memorandum of Understanding consistent with each of the tentative agreements and obtain the signatures of the relevant signatories for Unit 1; and Delegate authority to the County Administrative Officer or Director of Human Resources to execute the final Memorandum of Understanding and make technical, non-substantive adjustments

Attachments: [A - Unit 1 Resolution](#)
 [B - Unit 1 LBFO Packet](#)

Director of Human Resources Niger Edwards announced that Unit 1 (Attorneys), represented by Chauffeurs, Teamsters and Helpers Local 150, has ratified its Memorandum of Understanding (MOU) with the County following the completion of negotiations. Ms. Edwards noted that the agreement includes side letters addressing pay parity and a wage reopener in 2028, and recommended Board approval of the MOU for the term of June 2, 2026, through September 30, 2028

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

On motion of Supervisor Williams, seconded by Supervisor Mashburn, the

Board: 1) adopted Resolution No. 2026-127, accepting the Tentative Agreement with the Chauffeurs, Teamsters and Helpers Local 150, Attorneys, regarding Unit 1 for a successor Memorandum of Understanding for the term June 2, 2026, through September 30, 2028; 2) approved Side Letter Agreements to the Memorandum of Understanding to be entered into with the Chauffeurs, Teamsters and Helpers Local 150, Attorneys regarding Unit 1 concerning Base Wage Increase Re-opener and Pay Parity; 3) directed the Director of Human Resources to prepare the Memorandum of Understanding consistent with each of the Tentative Agreements and obtain the signatures of the relevant signatories for Unit 1; and 4) delegated authority to the County Administrative Officer or Director of Human Resources to execute the final Memorandum of Understanding and make technical, non-substantive adjustments. So ordered by a 4-0 vote with Supervisor Vasquez absent. (see Resolution Book)

Enactment No: Resolution No. 2026-127

ITEMS FROM THE PUBLIC con't

There were no additional comments from the public.

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS

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

A) Supervisor James reminded the public about the 40th Annual Vallejo Pista Sa Nasyon celebration that will take place on June 6, 2026, on Mare Island and provided an update from the CSAC Legislative Conference, highlighting discussions on juvenile realignment, Proposition 36 implementation, unfunded mandates, public safety, and State budget impacts on counties. Supervisor James also shared progress toward establishing a Solano County Human Trafficking Task Force, noting recent collaborative discussions among law enforcement agencies, community organizations, and County partners, with follow-up meetings planned in the coming months.

B) Supervisor Mashburn requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Susie Stocking and thanked Supervisor James for continuing to advance efforts addressing human trafficking and for ensuring the issue remains a priority for both the City of Vallejo and Solano County.

C) Supervisor Williams requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Norma Jean Richardson.

D) Chair Brown encouraged residents to vote and reminded them to use official ballot drop boxes rather than mailing ballots since it is Election Day, noting that ballots not postmarked by June 2, 2026, may not be counted and emphasizing that every vote matters.

CLOSED SESSION

- 16 [26-438](#) 1) CONFERENCE WITH LABOR NEGOTIATORS (Pursuant to Government Code § 54957.6): Solano County representatives: Director of Human Resources Niger Edwards, Charles Sakai, Sloan Sakai Yeung & Wong LLP, Asst. Director of Human Resources David Pak, Human Resources Manager Nick Balolong, County Administrator Ian Goldberg and Assistant County Administrator Debbie Vaughn. 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)
- 2) CONFERENCE WITH LABOR NEGOTIATORS (Pursuant to Government Code § 54957.6) In Home Supportive Services Authority representatives: Director of Human Resources Niger Edwards, Assistant Director of Human Resources David Pak, Human Resources Manager Nicholas Balolong, County Administrator Ian Goldberg, Assistant County Administrator Debbie Vaughn: Employee organization: SEIU Local 2015

Withdrawn

ADJOURN:

This meeting of the Solano County Board of Supervisors adjourned at 11:18 A.M. Next meeting of the Solano County Board of Supervisors will be June 9, 2026 at 9:00 A.M., Board Chambers, 675 Texas Street, Fairfield, California.

MONICA BROWN, Chair
Solano County Board of Supervisors

IAN GOLDBERG, Clerk
Solano County Board of Supervisors

By _____
Alicia Draves, Chief Deputy Clerk



Solano County

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

Minutes - Draft Board of Supervisors

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

*Cassandra R. James (Dist. 1), Vice Chair
(707) 784-3261*

*Wanda Williams (Dist. 3)
(707) 784-6136*

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

*Mitch Mashburn (Dist. 5)
(707) 784-6130*

Tuesday, June 9, 2026

9:00 AM

Board of Supervisors Chambers

CALL TO ORDER

The Solano County Board of Supervisors met on the 9th day of June, 2026 in regular session in the Board of Supervisors' Chambers at the Solano County Government Center, 675 Texas Street, Fairfield, California at 9:03 A.M

ROLL CALL

Present were Supervisors James, Williams, Mashburn and Chair Brown. Supervisor Vasquez was absent. Chair Brown presided. Also present were County Administrator Ian Goldberg and County Counsel Carrie Blacklock.

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 [26-139](#) Adopt and present a resolution recognizing June 12, 2026, as Women Veterans Recognition Day in Solano County to honor the invaluable contributions of women veterans and service women, celebrate their achievements, and express gratitude for their selfless dedication to duty (Supervisor Williams)

Attachments: [A - Women Veterans Recognition Day Resolution](#)

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

On motion of Supervisor Williams, seconded by Supervisor James, the Board adopted and presented Resolution No. 2026-128 recognizing June 12, 2026, as Women Veterans Recognition Day in Solano County to honor the invaluable

contributions of women veterans and service women, celebrate their achievements, and express gratitude for their selfless dedication to duty. So ordered by a 4-0 vote with Supervisor Vasquez absent. (see Resolution Book)

Enactment No: Resolution No. 2026-128

2 [26-213](#)

Adopt and present a resolution recognizing June 19, 2026, as Juneteenth Day in Solano County and authorize displaying the Juneteenth Flag at the County Administrative Building (Supervisor Williams)

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

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

On motion of Supervisor Williams, seconded by Supervisor James, the Board adopted and presented Resolution No. 2026-129, recognizing June 19, 2026, as Juneteenth Day in Solano County and authorize displaying the Juneteenth Flag at the County Administrative Building. So ordered by a 4-0 vote with Supervisor Vasquez absent. (see Resolution Book)

Enactment No: Resolution No. 2026-129

3 [26-447](#)

Adopt and present a resolution recognizing June 2026 as Gun Violence Awareness Month (Supervisor James)

Attachments: [A - Gun Violence Awareness Month Resolution](#)

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

On motion of Supervisor James, seconded by Supervisor Williams, the Board adopted and presented Resolution No. 2026-130, recognizing June 2026 as Gun Violence Awareness Month. So ordered by a 4-0 vote with Supervisor Vasquez absent. (see Resolution Book)

Enactment No: Resolution No. 2026-130

ITEMS FROM THE PUBLIC

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

A) Director of Human Resources Niger Edwards introduced the new Safety Analyst Jennifer Hute.

B) Rhonda Smith announced the Vallejo Branch of the NAACP in conjunction with the Red Cross will be holding a blood drive on Saturday, June 20, 2026, from 9:00 a.m. to 2:00 p.m.

C) Emmett Tuff commented regarding a past City of Suisun law enforcement matter and requested further investigation.

D) Tracee Stacey commented on the Prevention and Early Access for Seniors program.

E) Debbie Toth commented on the Prevention and Early Access for Seniors program.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There were no additions to or deletions from the Solano County Board of Supervisors' agenda for June 9, 2026.

APPROVAL OF THE AGENDA

On motion of Supervisor Mashburn, seconded by Supervisor Williams, the Board approved the agenda of the Solano County Board of Supervisors for June 9, 2026. So ordered by a 4-0 vote with Supervisor Vasquez absent.

PUBLIC COMMENT ON CONSENT CALENDAR

Supervisor Mashburn commented on Consent Calendar Item No. 18, recognizing the retirement of Cindy Rafferty.

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

CONSENT CALENDAR

4 [26-433](#) Authorize the County's contribution of \$2,350 from the General Fund contribution allocated to District 1 to benefit the following organizations, including Created Wonderfully Inc (\$500), Solano Community Foundation (\$1,000), and ARC Solano (\$850)

Approved

5 [26-401](#) Approve two subordination agreements for an existing \$200,000 loan to MidPen Housing Corporation to facilitate conversion of bridge financing to permanent financing for the Sunset Pines Apartments property in Fairfield; and Authorize the County Administrator to execute all documents related to the subordinations

Attachments: [A - Subordination Agreement - Housing Trust Silicon Valley](#)
[B - Subordination Agreement - MidPen Housing Corporation](#)

Approved

6 [26-437](#) Approve an Appropriation Transfer Request transferring \$200,000 in Community Investment Fund's Fund Balance to the Solano County Housing Trust Fund for affordable housing activities (4/5 vote required)

Approved

7 [26-448](#) Approve a third contract amendment for Sloan, Sakai, Yeung & Wong for \$50,000 for a total contract amount of \$384,999 through June 30, 2027, to continue labor negotiations support and to include additional technical assistance; and Authorize the County Administrator to execute the amendment

Attachments: [A - Sloan Sakai Yeung & Wong - Third Amendment](#)

Approved

8 [26-404](#) Accept the internal control review of Fleet Management’s operations

Attachments: [A - Internal Control Review of Fleet Management](#)

Accepted

9 [26-434](#) Accept the Quarterly Review of the Statement of Assets of the Solano County Treasury as of March 31, 2026

Attachments: [A - Quarterly Treasury Report](#)

Accepted

10 [26-430](#) Adopt a resolution authorizing the County Treasurer to transfer up to 85% of FY2026/27 anticipated property tax revenues from Treasury Pool funds to local school districts if requested by a district, as authorized under California Constitution Article XVI §6 from July 1, 2026, to April 26, 2027

Attachments: [A - Constitutional Advance Resolution](#)
[B - BUSD 2026-2027 Constitutional Advance Resolution](#)
[C - DUSD 2026-2027 Constitutional Advance Resolution](#)
[D - FSUSD 2026-2027 Constitutional Advance Resolution](#)
[E - TUSD 2026-2027 Constitutional Advance Resolution](#)
[F - VUSD 2026-2027 Constitutional Advance Resolution](#)
[G - VCUSD 2026-2027 Constitutional Advance Resolution](#)

Adopted

Enactment No: Resolution No. 2026-131

- 11 [26-431](#) Adopt a resolution to renew the annual delegation of investment authority to the County Treasurer and approve the proposed County Investment Policy; Adopt a second resolution to reaffirm delegation of PARS115 Trust investment authority to the Treasurer and approve the proposed PARS115 CalPERS Reserve Retirement Trust Internally Managed and PARS115 CalPERS Reserve Retirement Trust Externally Managed Investment Policies

Attachments: [A - Resolution - Investment Policy](#)
 [B - Resolution - PARS115 Policy](#)
 [C - Investment Policy 2026](#)
 [D - Investment Policy 2026 Redline](#)
 [E - PARS115 LT Policy](#)
 [F - PARS115 LT Policy Redline](#)
 [G - PARS115 ST Policy](#)
 [H - PARS115 ST Policy Redline](#)

Adopted

Enactment No: Resolution No. 2026-132 through Resolution No. 2026-133

- 12 [26-440](#) Approve two 3-year security systems maintenance agreements with Honeywell Building Solutions of Sacramento for the period September 1, 2026 through August 31, 2029, one in the amount of \$145,846 for the County Administration Center campus in Fairfield and another in the amount of \$145,734 for Health and Social Services campuses in Fairfield, Vacaville, and Vallejo; and Authorize the County Administrator or designee to execute the agreements and any amendments, with County Counsel concurrence, within the approved budget

Attachments: [A - Honeywell Maintenance Contract - CAC](#)
 [B - Honeywell Maintenance Contract - HSS](#)

Approved

- 13 [26-387](#) Approve the Department of Information Technology (DoIT) Master List of Contracts totaling \$2,475,247 including four contracts providing for a variety of technology services and department support effective July 1, 2026; Delegate authority to the County Administrator to execute all agreements and any subsequent amendments, with County Counsel concurrence, not to exceed \$74,999 annually; Authorize the Chief Information Officer to execute any subsequent amendments, with County Counsel concurrence, which are technical or administrative in nature and have no fiscal impact; and Delegate authority to the County Administrator to authorize grant submissions over \$75,000 to secure funding to maintain or expand programs which further the DoIT mission

Attachments: [A - DoIT Master List of Contracts](#)

Approved

- 14 [26-451](#) Adopt a resolution approving seven revenue agreements totaling \$895,663 with the California Department of Food and Agriculture; and Delegate authority to the Agricultural Commissioner/Sealer of Weights and Measures to execute these revenue agreements and any subsequent amendments up to 15% over the approved amount through September 30, 2027

Attachments: [A - Resolution](#)

Adopted

Enactment No: Resolution No. 2026-134

- 15 [26-459](#) Adopt a resolution and plaque of appreciation honoring Carol-Suzanne Crown, Library Assistant, upon her retirement from the Department of Library Services with over 20 years of dedicated public service to Solano County in the Department of Library Services

Attachments: [A - Retirement Resolution](#)

Adopted

Enactment No: Resolution No. 2026-135

- 16 [26-455](#) Approve a revenue agreement with the California Department of Public Health for \$526,668, to participate in the Childhood Lead Poisoning Prevention Program for the period of July 1, 2026 through June 30, 2028; and Delegate authority to the County Administrator to execute the agreement, any related documents necessary to participate in the program, and any subsequent amendments to the agreement, with County Counsel concurrence, up to an aggregate of \$74,999 per fiscal year

Attachments: [A - Childhood Lead Poisoning Prevention Program](#)

Approved

- 17 [26-468](#) Approve the Behavioral Health Services Act Integrated Plan for FY2026/27 - FY2028/29 as required by Proposition 1; and Authorize the Director of Health and Social Services to make non-substantive, technical, or Department of Health Care Services-required revisions to the Integrated Plan, as necessary to ensure timely finalization and submission by the June 30, 2026 deadline

Attachments: [A - Solano County BHSA Integrated Plan FY2026/27 through FY2028/29](#)
 [B - Solano Board of Supervisors Certification](#)

Approved

- 18 [26-449](#) Adopt a resolution and plaque of appreciation recognizing Cindy Rafferty, Accounting Clerk III, upon her retirement from the Department of Child Support Services with over 26 years of dedicated public service to Solano County
- Attachments:* [A - Retirement Resolution](#)
- Adopted**
- Enactment No: Resolution No. 2026-136**
- 19 [26-444](#) Approve a first contract amendment with California Human Development for \$300,000 for a total contract amount of \$600,000 to provide youth workforce services under the Workforce Innovation and Opportunity Act (WIOA) for the current period through June 30, 2027; Delegate authority to the County Administrator to execute the agreement and any subsequent amendments, with County Counsel concurrence, up to an aggregate of \$74,999 per fiscal year; and Authorize the Executive Director of the Workforce Development Board of Solano County to execute any amendments to this agreement that are technical or administrative in nature and have no fiscal impact
- Attachments:* [A - California Human Development First Amendment](#)
 [B - Link to Original Contract](#)
- Approved**
- 20 [26-450](#) Approve the appointment of Andre Smith to the Solano County Planning Commission representing District 1 for a term to expire January 31, 2030
- Attachments:* [A - Application - A. Smith](#)
 [B - Resume - A. Smith](#)
- Approved**
- 21 [26-452](#) Approve the appointment of Jared Bunde to the Solano County Civil Service Commission representing District 1 for a term to expire May 10, 2030
- Attachments:* [A - Application - J. Bunde](#)
 [B - Resume - J. Bunde](#)
- Approved**
- 22 [26-443](#) Approve the reappointment of Tim Healer to the Workforce Development Board (WDB) of Solano County for a four-year term to expire June 30, 2030; and Approve the reappointment of David Tam to the WDB for a four-year term to expire July 19, 2030
- Approved**

REGULAR CALENDAR

- 23 [26-460](#) Receive a report on the Solano County 2025 Index of Economic and Community Progress

Attachments: [A - 2025 Economic Index Report](#)
 [B - 2025 Index Presentation](#)

Dr. Robert Eyler provided an overview of the Solano County 2025 Index of Economic and Community Progress.

In response to questions from Supervisor Williams regarding manufacturing employment trends and economic growth opportunities, Dr. Eyler stated that while manufacturing employment has recently declined, modest growth is projected through 2030, supported by opportunities in advanced manufacturing and related industries, and noted that both manufacturing and healthcare remain important sources of higher-paying jobs in Solano County.

In response to questions from Supervisor Mashburn regarding inflation, economic inequality, employment trends, and strategies to strengthen Solano County's agricultural economy, Dr. Eyler explained that rising costs disproportionately affect lower- and middle-income households, noted that government employment is projected to experience modest growth, and highlighted opportunities to create jobs and increase economic value through expanded agricultural processing, manufacturing, packaging, and related supply-chain industries while emphasizing the importance of understanding income distribution when evaluating policy decisions.

In response to questions from Supervisor James regarding infrastructure priorities, workforce development, regional connectivity, and economic equity, Dr. Eyler emphasized the importance of investing in core infrastructure such as water, power, and broadband, fostering cross-sector partnerships that strengthen local supply chains, leveraging transportation assets to improve economic opportunities and tourism, and using data on living wages and household costs to better understand economic disparities and inform policy decisions.

Supervisor Mashburn emphasized the need for a comprehensive countywide infrastructure study to assess available water, power, and other critical resources, stating that such information is essential for coordinating future growth, economic development, and long-range planning among Solano County's jurisdictions.

In response to questions from Chair Brown regarding the impacts of tariffs, healthcare workforce shortages, funding for workforce development, and future construction needs, Dr. Eyler explained that tariffs have modestly contributed to inflation, emphasized the importance of partnerships among healthcare providers, educational institutions, and workforce programs to

strengthen healthcare career pipelines, noted that funding challenges will require collaborative solutions beyond State support alone, and stated that future construction activity is expected to be driven primarily by housing development and related infrastructure needs through 2030.

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

Received

24

[26-453](#)

Receive a presentation on the Community Investment Fund (CIF) FY2026/27 Annual Grants to address the top six human services needs in the County; Consider approval of a recommendation to allocate up to \$365,000 from the CIF One-Time Investments to five agencies for a term of July 1, 2026 - June 30, 2027, for annual grants in response to the Request for Proposals 2026-02 CIF Annual Grants; and Delegate authority to the County Administrator, with the concurrence of County Counsel, to execute resulting contracts

Attachments: [A - CIF Annual Grant Presentation](#)
 [B - CIF Application List](#)

Deputy Director of First 5 Denise Winters introduced the item and provided an overview of the Fiscal Year 2026-27 Community Investment Fund annual grant recommendations, outlining a competitive, data-driven process that identified five organizations for funding to address priority community needs in food security, behavioral health, family support, and community well-being through targeted one-time investments totaling \$365,000.

Contracts and Program Manager Yuliana Moreno presented the Fiscal Year 2026-27 Community Investment Fund annual grant recommendations, describing the competitive application and evaluation process that resulted in five proposed awards totaling \$365,000: \$75,000 each to the Food Bank of Contra Costa and Solano, Planned Parenthood, Food is Free Bay Area, and Rio Vista CARE, and \$65,000 to Innovative Health Solutions.

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

A) President for NAMI Solano John MacKenzie requested the Board of Supervisors reconsider funding support for NAMI Solano.

B) Outgoing Executive Director for NAMI Solano Deborah Demello requested the Board of Supervisors reconsider funding support for NAMI Solano.

In response to questions from Supervisor Mashburn regarding whether the grant review process considered applicants' access to alternative funding sources and the vulnerability of small nonprofits, Ms. Winters explained that three subject-matter experts independently evaluated the proposals, financial information was included in the application materials although external funding was not a scored criterion, and at least one evaluator had experience with a

small local nonprofit organization and understood the challenges faced by community-based organizations with limited resources.

In response to a question from Supervisor Mashburn regarding whether the County's previously established \$250,000 emergency nonprofit support fund still exists and could assist NAMI, County Administrator Ian Goldberg confirmed that the funds remain available and explained that NAMI may apply through the Community Investment Fund's emergency funding process for consideration and review.

On motion of Supervisor Mashburn , seconded by Supervisor James, the Board:1) approved the recommendation to allocate up to \$365,000 from the CIF One-Time Investments to the following agencies: Food Bank of Contra Costa and Solano in the amount of \$75,000; Planned Parenthood Northern California in the amount of \$75,000; Innovative Health Solutions in the amount of \$65,000; Food is Free Bay Area in the amount of \$75,000; Rio Vista CARE in the amount of \$75,000 for a term of July 1, 2026 - June 30, 2027, for annual grants in response to the Request for Proposals 2026-02 CIF Annual Grants; and 2) delegated authority to the County Administrator, with the concurrence of County Counsel, to execute resulting contracts

25 [26-481](#)

Receive a presentation from the Library Department on its proposed website redesign and catalog overlay vendor

Attachments: [A - Presentation](#)

Assistant Director of Library Services Megan Wong introduced the item and provided an overview of the redesign of the Library's website.

Deputy Director of Community Services Melissa Padaca provided an overview of the Library's catalog overlay.

In response to a comment from Supervisor Mashburn encouraging the library to more prominently showcase its programs, services, events, and digital offerings beyond books, Ms. Wong and Ms. Padaca expressed enthusiasm for the new platform and noted that it will enable the library to better highlight its collections, services, programs, and rapidly growing e-services.

Supervisor Williams thanked staff for improving the library's accessibility and ease of use, expressed support for the addition of translation features to better serve the community, and voiced enthusiasm about the expanded opportunities the new platform will provide for residents.

Chair Brown thanked Ms. Wong and Ms. Padaca for the presentation, for their continued presence at community events, and for the wide range of services offered through Solano County libraries, highlighting programs for children and families, the accessibility of library resources across all County library locations, and the ability for residents to access services regardless of transportation limitations or proximity to a specific branch.

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

26 [26-427](#)

Receive a presentation from the Department of Resource Management on placing a potential revenue measure on the November 2026 General Election ballot to modernize and expand Solano County's commercial energy production and resource extraction business license tax structure; Direct staff to return to the Board on June 23, 2026, to initiate the ballot process; Direct staff to prepare the necessary resolution for amendments to Solano County Code Chapter 11, Article XII

Attachments: [A - Map of Gas and Wind Facilities](#)
 [B - Estimated Revenues](#)
 [C - Tax Collection Summary](#)

Assistant Director of Resource Management Misty Kaltreider introduced the item and provided an overview of the existing business license tax.

Associate Planner JT Lee outlined a proposed ballot measure that would increase the County's existing business license tax on commercial wind turbines to account for inflation and add future CPI adjustments, generating an estimated \$70,000 in additional annual revenue. Mr. Lee further stated the proposal would also establish new business license taxes on battery energy storage systems, natural gas extraction facilities, and commercial solar facilities in the unincorporated area, which together are estimated to generate approximately \$225,000 in new annual revenue if approved by voters.

Supervisor Mashburn expressed strong support for increasing taxes on commercial energy producers operating in Solano County, arguing that such entities benefit from local resources while providing limited direct benefit to County residents. Supervisor Mashburn urged staff to explore whether the proposed tax rates could be increased beyond inflationary adjustments, requested further analysis of potential revenue options related to SMUD-owned wind turbines, and supported establishing taxes on solar and battery energy storage facilities to help fund and sustain County services.

Supervisor Williams recommended that any proposed business license tax measure also include data centers so that prospective operators understand the County's expectations and costs before locating in Solano County. Supervisor Williams also expressed concern that County taxes historically have not included CPI or inflation adjustments and supported maximizing revenue opportunities through appropriate escalators and tax rates.

In response to a comment from Chair Brown regarding the significant water demands of data centers and whether any future tax structure should account for water use and treatment impacts, Ms. Kaltreider noted that water-related charges may already apply through groundwater sustainability agencies depending on the location of a facility and agreed that the issue is something the County could consider further as part of its evaluation of potential data center regulations and taxes.

In response to a question from Supervisor Williams regarding whether the County could appeal the SMUD v. County of Solano decision, County Counsel Carrie Blacklock explained that the case is too old to appeal and that any change would likely require legislative action, adding that the court found SMUD is not a business for purposes of the County's business license tax, meaning the tax cannot be applied to SMUD regardless of whether its facilities are located on privately owned land.

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

A) Speaking on behalf of the Central Solano Taxpayers Group Joseph Joyce expressed opposition to the proposed taxes, arguing that business taxes are often passed on to consumers, while also indicating a willingness to discuss the proposal further and consider a neutral position if the taxes are narrowly tailored and clearly justified.

On motion of Supervisor Mashburn, seconded by Supervisor James, the Board:

1) directed staff to return to the Board on June 23, 2026, with a proposed resolution in support of placing a measure on the November 2026 General Election ballot to amend the County's commercial energy production and resource extraction business license taxes as amended to include Data Centers; and 2) directed staff to prepare the necessary amendments to Solano County Code Chapter 11, Article XII. So ordered by a 4-0 vote with Supervisor Vasquez absent.

27 [26-467](#)

Receive a presentation from the Department of Treasurer-Tax Collector-County Clerk (TTCCC) regarding a potential revenue measure on the November 2026 General Election ballot to increase Solano County's Transient Occupancy Tax (TOT) rate from 5% to 12%; Direct staff to return to the Board on June 23, 2026, to initiate the ballot process; Direct staff to prepare the necessary resolution for amendments to Solano County Code Chapter 11, Article II

Assistant Treasurer, Tax Collector, County Clerk Denise Dix introduced the item and provided an overview of a potential ballot measure to increase the County's transient occupancy tax (TOT) in unincorporated areas from 5% to 12%, noting that the current rate is below many neighboring jurisdictions and that the increase could generate approximately \$58,000 in additional annual General Fund revenue.

Supervisor Mashburn expressed support for the proposed transient occupancy tax increase, noting that it primarily affects visitors rather than County residents, helps offset the cost of services used by travelers, and would align the County more closely with neighboring jurisdictions while establishing clear expectations for future tourism-related development and business growth.

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

On motion of Supervisor Mashburn, seconded by Supervisor Williams, the Board: 1) directed staff to return to the Board on June 23, 2026, with a proposed resolution in support of placing a measure on the November 2026 General Election ballot to increase Solano County's TOT rate; and 2) directed staff to prepare the necessary amendments to Solano County Code Chapter 11, Article II. So ordered by a 4-0 vote with Supervisor Vasquez absent.

ITEMS FROM THE PUBLIC con't

There were no additional items from the public.

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS

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

A) Supervisor James highlighted upcoming community events, including the Solano County Fair, where she encouraged attendance and noted key activities such as the junior livestock auction and demolition derby, as well as the upcoming Vallejo Juneteenth celebration and associated American Red Cross blood drive.

B) Supervisor Mashburn requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Kenneth Perrett and Lancer Thelen.

C) Supervisor Williams announced an upcoming alternative wastewater town hall focused on options for unincorporated communities, highlighted upcoming Juneteenth celebrations in Suisun City and Fairfield, and shared that she was elected Vice President of the Association of Bay Area Governments (ABAG) and reelected to serve another four-year term as Solano County's District 3 Supervisor.

CLOSED SESSION

The Solano County Board of Supervisors recessed to Closed Session at 12:44 P.M. to discuss the following matters with no action to report:

28

[26-480](#)

1) CONFERENCE WITH LABOR NEGOTIATORS (Pursuant to Government Code § 54957.6): Solano County representatives: Director of Human Resources Niger Edwards, Charles Sakai, Sloan Sakai Yeung & Wong LLP, Asst. Director of Human Resources David Pak, Human Resources Manager Nick Balolong, County Administrator Ian Goldberg and Assistant County Administrator Debbie Vaughn. 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)

2) CONFERENCE WITH LABOR NEGOTIATORS (Pursuant to Government Code § 54957.6) In Home Supportive Services Authority representatives: Director of Human Resources Niger Edwards, Assistant Director of Human Resources David Pak, Human Resources Manager Nicholas Balolong, County Administrator Ian Goldberg, Assistant County Administrator Debbie Vaughn: Employee organization: SEIU Local 2015

No report out.

ADJOURN:

This meeting of the Solano County Board of Supervisors adjourned at 1:20 P.M. Next meeting of the Solano County Board of Supervisors will be June 23, 2026, at 9:00 A.M., Board Chambers, 675 Texas Street, Fairfield, California.

MONICA BROWN, Chair
 Solano County Board of Supervisors

IAN GOLDBERG, Clerk
 Solano County Board of Supervisors

By _____
Alicia Draves, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	7	Status:	Consent Calendar
Type:	Miscellaneous	Department:	Clerk of the Board of Supervisors
File #:	26-532	Contact:	Alicia Draves, 784-6125
Agenda date:	06/23/2026	Final Action:	
Title:	Receive and file the Meeting Attendance Reports for the month of May 2026 from the members of the Board of Supervisors		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Monthly Meeting Attendance Reports - May 2026, B - 2026 BOS Appointment List		

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

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

DEPARTMENTAL RECOMMENDATION:

Receive and file the Meeting Attendance Reports for the month of May 2026 from the members of the Board of Supervisors.

SUMMARY:

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

The Meeting Attendance Reports for May 2026, submitted by the Supervisors or their staff on their behalf, are on file with the Clerk of the Board and attached for reference. This report is submitted on a monthly basis to reflect the meeting attendance from the previous month.

A listing of the Board of Supervisors Appointments to various Boards and Commissions, some of which include per diem reimbursements, is attached for reference and in compliance with California Code of Regulations (Fair Political Practices Commission), title 2, section 18702.5(b)(3). The current Board of Supervisors Appointments is posted on the County's website at: [Board Member Appointments | Solano County, California](https://www.solanocounty.gov/government/board-supervisors/board-member-appointments)
<<https://www.solanocounty.gov/government/board-supervisors/board-member-appointments>>

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

MONTHLY MEETING ATTENDANCE REPORT



Travel Policy

Attachment D

Last Revision Date: 3/11/25

Each member of the Board of Supervisors shall file a monthly meeting attendance report with the Clerk of the Board that lists meetings attended by each supervisor where compensation and reimbursement was received from the County and/or other agencies. Such lists are not intended to reflect all of the meetings and activities attended by the Supervisors, but only those for which reimbursements or stipends were received. The monthly meeting attendance report shall be filed on or before the 30th day of the following month.

Supervisor: Cassandra James, District 1



Month: May

Year: 2026

No meetings to report (Check if applicable)

<u>Date:</u> (Type)	<u>Organization/Meeting Name:</u> (Select/Type)	<u>Role:</u> (Select One)	<u>Meeting Type:</u> (Select One)	<u>Location:</u> (Type name of City)
05/14/2026	Solano County Water Agency	Primary	Regular	Vacaville CA
05/19/2026	Vallejo Flood & Wastewater District	Primary	Regular	Vallejo CA
05/28/2026	Community Action Partnership (CAP) Solano JPA B	Alternate	Regular	Fairfield CA

MONTHLY MEETING ATTENDANCE REPORT



Travel Policy

Attachment D

Last Revision Date: 3/11/25

Each member of the Board of Supervisors shall file a monthly meeting attendance report with the Clerk of the Board that lists meetings attended by each supervisor where compensation and reimbursement was received from the County and/or other agencies. Such lists are not intended to reflect all of the meetings and activities attended by the Supervisors, but only those for which reimbursements or stipends were received. The monthly meeting attendance report shall be filed on or before the 30th day of the following month.

Supervisor: Monica Brown, District 2

Month: May

Year: 2026

No meetings to report (Check if applicable)

<u>Date:</u> (Type)	<u>Organization/Meeting Name:</u> (Select/Type)	<u>Role:</u> (Select One)	<u>Meeting Type:</u> (Select One)	<u>Location:</u> (Type name of City)
05/06/2026	Bay Area Air Quality Management District	Primary	Regular	San Francisco
05/13/2026	Bay Area Air Quality Management District	Primary	Regular	San Francisco
05/13/2026	BAAQMD Sub Committees	Primary	Regular	San Francisco
05/14/2026	Solano County Water Agency	Primary	Regular	Vacaville

MONTHLY MEETING ATTENDANCE REPORT



Travel Policy

Attachment D

Last Revision Date: 3/11/25

Each member of the Board of Supervisors shall file a monthly meeting attendance report with the Clerk of the Board that lists meetings attended by each supervisor where compensation and reimbursement was received from the County and/or other agencies. Such lists are not intended to reflect all of the meetings and activities attended by the Supervisors, but only those for which reimbursements or stipends were received. The monthly meeting attendance report shall be filed on or before the 30th day of the following month.

Supervisor: Wanda Williams, District 3

Month: May

Year: 2026

No meetings to report (Check if applicable)

<u>Date:</u> (Type)	<u>Organization/Meeting Name:</u> (Select/Type)	<u>Role:</u> (Select One)	<u>Meeting Type:</u> (Select One)	<u>Location:</u> (Type name of City)
05/08/2026	ABAG Administrative Committee	Primary	Regular	San Francisco
05/08/2026	ABAG Legislative Committee	Primary	Regular	San Francisco
05/14/0226	Solano County Water Agency	Primary	Regular	Vacaville
05/21/2026	ABAG Executive Board	Primary	Regular	Fairfield (remote)
05/28/2026	Community Action Partnership (CAP) Solano JPA Boai	Primary	Regular	Faifield

**MONTHLY MEETING ATTENDANCE
REPORT**



Travel Policy

Attachment D

Last Revision Date: 3/11/25

Each member of the Board of Supervisors shall file a monthly meeting attendance report with the Clerk of the Board that lists meetings attended by each supervisor where compensation and reimbursement was received from the County and/or other agencies. Such lists are not intended to reflect all of the meetings and activities attended by the Supervisors, but only those for which reimbursements or stipends were received. The monthly meeting attendance report shall be filed on or before the 30th day of the following month.

Supervisor: John M. Vasquez, District 4

Month: May

Year: 2026

No meetings to report (Check if applicable)

Date:

(Type)

Organization/Meeting Name:

(Select/Type)

Role:

(Select One)

Meeting Type:

(Select One)

Location:

(Type name of City)

MONTHLY MEETING ATTENDANCE REPORT



Travel Policy

Attachment D

Last Revision Date: 3/11/25

Each member of the Board of Supervisors shall file a monthly meeting attendance report with the Clerk of the Board that lists meetings attended by each supervisor where compensation and reimbursement was received from the County and/or other agencies. Such lists are not intended to reflect all of the meetings and activities attended by the Supervisors, but only those for which reimbursements or stipends were received. The monthly meeting attendance report shall be filed on or before the 30th day of the following month.

Supervisor: Mitch Mashburn, District 5

Month: May

Year: 2026

No meetings to report (Check if applicable)

<u>Date:</u> (Type)	<u>Organization/Meeting Name:</u> (Select/Type)	<u>Role:</u> (Select One)	<u>Meeting Type:</u> (Select One)	<u>Location:</u> (Type name of City)
05/08/2026	Metropolitan Transportation Commission	Primary	Regular	Fairfield
05/13/2026	Solano Transportation Authority	Primary	Regular	Fairfield
05/14/2026	Solano County Water Agency	Primary	Regular	Vacaville
05/27/2026	Metropolitan Transportation Commission	Primary	Regular	San Francisco

2026 BOARD OF SUPERVISORS APPOINTMENTS

2 CCR 18702.59(b)(3)

Committee	Contact Information	District 1 Supervisor James	District 2 Supervisor Brown	District 3 Supervisor Williams	District 4 Supervisor Vasquez	District 5 Supervisor Mashburn	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required	Brown Act (BA)/ Bagley Keene (BK)	Details	Website
National Association of Counties (NACo)		Primary	Primary	Primary	Primary	Primary	January 6, 2026	1 year						The National Association of Counties is an organization that represents county governments in the United States. It is the only national organization that represents county governments in the United States. Founded in 1935, NACo provides services to the nation's 3,069 counties.	https://www.naco.org/
Association of Bay Area Governments (ABAG) Executive Board (Two-year term expiring in even years, 7/1/22 - 6/30/24)	Fred Castro, Clerk of the Board, (415) 820-7913 fcastro@bayareametro.gov info@bayareametro.gov	Alternate		Primary			January 7, 2025	2 years	Bi-monthly on the third Thursday, 5pm, or as needed	\$150	\$0-\$1,000	Yes	BA	The Association of Bay Area Governments is a regional planning agency incorporating various local governments in the San Francisco Bay Area in California. It encompasses nine counties surrounding the San Francisco Bay.	https://abag.ca.gov/
ABAG General Assembly	Fred Castro, Clerk of the Board, (415) 820-7913 fcastro@bayareametro.gov	Alternate		Primary			January 7, 2025	2 years	Meets annually, or as needed; 6/18/26	No		No	BA	ABAG's General Assembly, which meets at least once a year as part of the GA Conference, determines policy and adopts the annual budget and work program. In addition, the GA reviews policy recommendations from the ABAG Executive Board, establishes annual membership fees, and reviews the bylaws of the ABAG Association.	https://abag.ca.gov/about-abag/what-we-do/how-we-govern/general-assembly
Bay Area Air Quality Management District (BAAQMD)	Marcy Hirtzka, (415) 749-5073, Clerk of the Boards mhirtzka@baaqmd.gov		Primary				January 7, 2025	4 years	First Wednesday of the month 10am-1pm Committee meetings take place on second and third Wednesdays, either starting at 10am or 1pm	\$100-\$200 + tolls & mileage	Up to \$6000	Yes	BA	The Air District is tasked with regulating stationary sources of air pollution in the nine counties that surround San Francisco Bay: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, southwestern Solano, and southern Sonoma counties. It is governed by a 24-member Board of Directors composed of locally elected officials from each of the nine Bay Area counties, with the number of board members from each county being proportionate to its population. The Board oversees policies and adopts regulations for the control of air pollution within the district. The Board also appoints the Air District's Executive Officer/Air Pollution Control Officer, who implements these policies and gives direction to staff, as well as the District Counsel, who manages the legal affairs of the agency. The Air District consists of over 340 dedicated staff members, including engineers, inspectors, planners, scientists, and other professionals.	https://www.baaqmd.gov/
Bay Conservation and Development Commission (Primary must be a Supervisor who's district lies within San Francisco Bay)	Sierra Peterson, Executive & Commissioner Liaison Mobile: (415) 918 7162 Desk: (415) 352 3608 Sierra.Peterson@bcdc.ca.gov				Alternate	Primary	January 6, 2026	1 year	1pm on 1st and 3rd Thursdays of each month	\$100/day not to exceed 4 days	\$2,000-\$3,000	Yes	BK	To restore, protect and manage the state's natural, historical and cultural resources for current and future generations using creative approaches and solutions based on science, collaboration and respect for all the communities and interests involved.	https://resources.ca.gov/
California Fairs Financing Authority (DBA CA Construction Authority)	Susan Hargett 916-570-3044 shargett@ccaauthority.org				Primary		January 6, 2026	1 year	3rd Wednesday of every other month 10am 1/28 (Conflict), 3/18, 5/20, 7/15, 9/16, 11/5 (Time TBD)	No		Yes	BA	California Fair Services Authority (CFSFA) is a joint powers authority (JPA) created specifically to manage and administer workers' compensation, general liability, and special events risk pools, and related services especially for California fairs. Since our formation in 1986, as our member fairs' needs have grown, so has the depth and the scope of our service offerings. Today, along with our full-service risk control program and in-house claims handling, CFSFA also provides accounting, payroll, and benefit administration services.	https://www.cfsa.org/
California State Association of Counties (CSAC), Board of Directors	Korina Jones, Special Assistant to CEO, 916-247-0032 kjones@counties.org	Alternate		Primary			January 6, 2026	1 year	2/12, 5/21, 9/17, 12/3	No		No	BA	California State Association of Counties, represents county government before the California legislature, administrative agencies and the federal government.	https://www.counties.org/
County Medical Services Program (CMSP), Governing Board	Kari Brownstein, 916-649-2631 kbrownstein@cmspcounties.org CMSP Office: (916) 649-2631 Email: info@cmspcounties.org				Primary		January 6, 2026	3 years	1/28, 3/25, 5/27, 7/22, 9/30, 12/9 9:30am-12:30pm	No		Yes	BA	The County Medical Services Program (CMSP) provides health coverage for uninsured low-income, indigent adults that are not otherwise eligible for other publicly funded health care programs. The CMSP Governing Board provides policy direction for the program. As a part of this responsibility, the Governing Board sets program eligibility requirements, determines the scope of covered health care benefits, and sets provider reimbursement rates. Position is elected	https://cmspcounties.org/
Sacramento-San Joaquin Delta Conservancy Board (Appointed member should represent a portion of the Delta)	Chelsea Martinez, Board Liaison 916-606-8010 or Chelsea.Martinez@deltaconservancy.ca.gov (916) 375-2084 or contact@deltaconservancy.ca.gov			Primary	Alternate		January 6, 2026	1 year	1/28, 3/25, 5/27, 7/22, 10/28 9am-1pm	No		Yes	BK	The Sacramento-San Joaquin Delta Conservancy (Conservancy) is a primary state agency in the implementation of ecosystem restoration in the Delta. We support efforts that advance environmental protection and the economic well-being of Delta residents. The Conservancy collaborates and cooperates with local communities and other parties to preserve, protect, and restore the natural resources, economy, and agriculture of the Sacramento-San Joaquin Delta and Suisun Marsh.	https://deltaconservancy.ca.gov/

2026 BOARD OF SUPERVISORS APPOINTMENTS

2 CCR 18702.59(b)(3)

Committee	Contact Information	District 1 Supervisor James	District 2 Supervisor Brown	District 3 Supervisor Williams	District 4 Supervisor Vasquez	District 5 Supervisor Mashburn	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required	Brown Act (BA)/ Bagley Keene (BK)	Details	Website
Delta Counties Coalition	Misty Kaltreider, 784-3311				Alternate	Primary	January 6, 2026	1 year	As Needed	No		No	BA	The Delta Counties Coalition, a consortium of five Delta Counties, including Contra Costa, Sacramento, San Joaquin, Solano, and Yolo, is working to give one voice to the Delta, advocating on behalf of local government and the 4 million people throughout the Delta region. These principles describe the Delta Counties' joint interests in the Sacramento-San Joaquin River Delta and Greater Bay Delta Estuary.	https://savethedelta.saccounty.gov/
Delta Protection Commission (Supervisorial district within primary zone of the Delta)	Heather McClure, 530-650-6585 Heather.McClure@delta.ca.gov Executive Director, Amanda Bohl, Amanda.Bohl@delta.ca.gov				Primary	Alternate	January 6, 2026	1 year	1/8, 3/19, 5/21, 7/16, 9/17, 11/12 5pm	No		Yes	BK	The Delta Protection Commission is committed to the protection and health of the Sacramento-San Joaquin Delta in California. We protect, maintain, enhance and enrich the overall quality of the Delta environment and economy. We do this with a focus on agriculture, heritage, recreation, and natural resources while remaining mindful of the importance of the Delta to all Californians. Valuing the needs of the Delta as well as the needs of the State is fundamental to achieving the Commission's vision: an ideal synthesis of cultural, ecological, and agricultural values in a sustainable, healthy, and celebrated way of life.	https://delta.ca.gov/
Delta Stewardship Council (Appointment required only when Supervisor is appointed as the Chair of the Delta Protection Commission)	Cindy Whitlock, (530) 263-1916							2 years	Last Thurs. (and often Friday) of the month 9am Except Nov/Dec	Yes		Yes	BK	The Delta Stewardship Council was created in legislation to achieve the state mandated coequal goals for the Delta. "Coequal goals" means the two goals of providing a more reliable water supply for California and protecting, restoring, and enhancing the Delta ecosystem. The coequal goals shall be achieved in a manner that protects and enhances the unique cultural, recreational, natural resource, and agricultural values of the Delta as an evolving place." (CA Water Code Section 85054)	https://deltacouncil.ca.gov/
Marin Clean Energy JPA Board of Directors	Jesica Brooks 415-464-6015 jbrooks@mcecleanenergy.org board@mcecleanenergy.org	Alternate	Primary				January 6, 2026	1 year	3rd Thursday of the month	Don't offer stipends but will reimburse for actual costs of off-site conferences		Yes	BA	Marin Clean Energy's mission is to confront the climate crisis by eliminating fossil fuel greenhouse gas emissions, producing renewable energy, and creating equitable community benefits.	https://www.mcecleanenergy.org/
Napa/Solano Area Agency on Aging (N/S AAA) Oversight Board	Gwendolyn Gill, 784-8276 Main: (707) 784-8960	Alternate	Primary				January 7, 2025	4 years	Monthly on 4th Monday Odd months in Napa Even months in Solano	No		Yes	BA	The mission of the Napa/Solano Area Agency on Aging is to advocate for and enhance the quality of life, health, independence, and dignity of older adults in Napa and Solano counties. Our state mandate is to provide leadership in addressing issues that relate to older adults, develop community-based systems of care that provide services which support independence, and promote citizen involvement in the planning and delivery of services.	https://www.aans.org/
Northern California Counties Tribal Matters Consortium	Debbie Vaughn, 784-6107	Primary				Primary	January 6, 2026	1 year	As Needed			No	BA	The Northern California Counties Tribal Matters Consortium is founded by county governments based on the realization that they must work together to share expertise and respond effectively to the federal legal and policy decisions driving tribal development.	
Rural County Representatives of California (RCRC)	Maggie Chui, (916) 447-4806 Ext. 1007 mchui@rcrcnet.org info@rcrcnet.org				Alternate	Primary	January 6, 2026	1 year	RCRC, GSFA, and GSCA Board meetings are held in conjunction with one another on the same day. They typically commence at 9 a.m. 1/21, 3/25, 6/3-5, 8/19, 9/23-25, 12/9	Yes/ Travel Reimbursement		Yes	BA	RCRC is dedicated to representing the collective unique interests of its membership, providing legislative and regulatory representation at the state and federal levels, and providing responsible services to its members which will enhance and protect the quality of life in rural California counties	https://www.rcrcnet.org/
Environmental Services Joint Powers Authority (RCRC Affiliate Agency)	Maggie Chui, (916) 447-4806 Ext. 1007 Staci Heaton, ESJPA Deputy Executive Director, (916) 447-4806 Ext. 2010				Alternate	Primary	January 6, 2026	1 year	3/26, 6/11, 8/20, 10/22, 12/10	Yes/ Travel Reimbursement		Yes	BA	A local government agency comprised of 22 rural member counties, the ESJPA provides regulatory advocacy and technical assistance to these rural counties, supports local public education campaigns and administers grants for recycling and hazardous waste management programs.	http://www.esjpa.org/

2026 BOARD OF SUPERVISORS APPOINTMENTS

2 CCR 18702.59(b)(3)

Committee	Contact Information	District 1 Supervisor James	District 2 Supervisor Brown	District 3 Supervisor Williams	District 4 Supervisor Vasquez	District 5 Supervisor Mashburn	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required	Brown Act (BA)/ Bagley Keene (BK)	Details	Website
Golden State Finance Authority (RCRC Affiliate Agency)	Maggie Chui, (916) 447-4806 Ext. 1007				Alternate	Primary	January 6, 2026	1 year	RCRC, GSFA, and GSCA Board meetings are held in conjunction with one another on the same day. They typically commence at 9 a.m. 1/21, 3/25, 6/3-5, 8/19, 9/23-25, 12/9	Yes/ Travel Reimbursement		Yes	BA	Golden State Finance Authority (GSFA), develops and administers programs that provide a source of financing for residential home purchases or refinances, commercial and residential energy efficiency improvement projects, multi-family housing construction and rehabilitation projects and city and/or county infrastructure improvements.	https://www.gsfahome.org/
Golden State Connect Authority (RCRC Affiliate Agency)	Maggie Chui, (916) 447-4806 Ext. 1007				Alternate	Primary	January 6, 2026	1 year	RCRC, GSFA, and GSCA Board meetings are held in conjunction with one another on the same day. They typically commence at 9 a.m. 1/21, 3/25, 6/3-5, 8/19, 9/23-25, 12/9	Yes/ Travel Reimbursement		Yes	BA	Golden State Connect is a joint powers authority comprised of 40 rural California counties designed for the purpose of increasing access to reliable, affordable high-speed internet for the residents and businesses of those counties.	https://goldenstateconnect.org/
University of California Cooperative Extension Capitol Corridor Multi-County Partnership Leadership Advisory Committee	Interim Director, Karey Windbiel-Rojas (kwindbiel@ucanr.edu, 916-291-7791) Starting 1/5/2026 – Director, Karen Warburton (work email TBD, office phone 530-666-8936, can email Katie Churchill if need to reach – kmchurchill@ucanr.edu)				Primary	Alternate	January 6, 2026	1 year	Meets twice a year (usually early November to recap the prior fiscal year, and then in mid-February to discuss budgets for the upcoming year)	No		No	BA	Working in full partnership with federal, state, local, and private resources, the University of California Cooperative Extension (UCCE) bridges the gap between local issues and the power of UC research through our youth development, home food preservation, nutrition, urban horticulture, and agricultural programs.	https://cecapitolcorridor.ucanr.edu/
Yolo Bypass/Cache Slough Partnership MOA	Misty Kaltreider, 784-3311				Alternate	Primary	January 6, 2026	1 year	As Needed	No		No	BA	Local, state, and federal agencies, regional organizations, Native American Tribes, and other interested parties jointly prioritizing and overcoming obstacles to implementing projects capable of delivering multiple benefits across a shared YBCS landscape.	https://ybcspartnership.org/
Yolo-Solano Air Quality Management District	Denise Almaguer, Board Clerk, (530) 757-3675 DAlmaguer@ysaqmd.org	Alternate	Primary		Primary	Primary	January 6, 2026	1 year	2nd Wed., 9 a.m.	\$200	\$1,000-\$2,000	Yes	BA	The Yolo-Solano Air Quality Management District's mission is to protect human health and property from the harmful effects of air pollution. We take that charge seriously. We believe that every person has the right to clean air every day. We seek to achieve that goal in all of our work, from rulemaking to permitting, from enforcement to public education, from planning to monitoring. All of our programs are designed to best achieve our mission.	https://www.ysaqmd.org/
Metropolitan Transportation Commission (MTC) (Appointment to MTC is through nomination by the Mayor's City Selection Committee and affirmed by the Board of Supervisors every four years) Term through February 9, 2027 - Filling unexpired term	John Goodwin, Assistant Director (415) 778-5262 Kimberly Ward, Commission Secretary 415-778-5367					Primary	Dec. 10, 2024	4 years	4th Wed., 9:30 a.m.	\$100 + tolls & milage	\$2,000-\$3,000	Yes	BK	The Metropolitan Transportation Commission (MTC) is the transportation planning, financing and coordinating agency for the nine-county San Francisco Bay Area.	https://mtc.ca.gov/
Bay Area Toll Authority (BATA) (MTC Member) Term through February 9, 2027 - Filling unexpired term	Andrew Fremier, Deputy Director (415) 778-5240 Kimberly Ward, Commission Secretary 415-778-5367					Primary	Dec. 10, 2024	4 years	4th Wed., 9:30 a.m.	\$100 + tolls & milage	\$1,001-\$2,000	Yes	BK	The Bay Area Toll Authority (BATA) collects toll funds and uses that money to fund major projects that support bridges, roads and the Bay Area transportation network. BATA also funds critical projects voted on by the public (including Regional Measure 1, Regional Measure 2 and Regional Measure 3). This includes highway and transit improvements, seismic retrofitting of bridges, reducing congestion on our streets and much more. In addition, BATA manages the Bay Area's FasTrak electronic toll collection program.	https://mtc.ca.gov/about-mtc/authorities/bay-area-toll-authority-bata
Service Authority for Freeways & Expressways (SAFE) (MTC Member) Term through February 9, 2027 - Filling unexpired Term	Ross McKeown, (415) 778-5242 Kimberly Ward, Commission Secretary, (415) 778-5367					Primary	Dec. 10, 2024	4 years	As Needed	\$100 + tolls & milage	\$0-\$1,000	Yes	BA	The Service Authority for Freeways and Expressways (SAFE) manages the Freeway Service Patrol (FSP) tow trucks and the emergency roadside call box programs.	https://mtc.ca.gov/about-mtc/authorities/service-authority-freeways-and-expressways-safe

2026 BOARD OF SUPERVISORS APPOINTMENTS

2 CCR 18702.59(b)(3)

Committee	Contact Information	District 1 Supervisor James	District 2 Supervisor Brown	District 3 Supervisor Williams	District 4 Supervisor Vasquez	District 5 Supervisor Mashburn	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required	Brown Act (BA)/ Bagley Keene (BK)	Details	Website
Behavioral Health Advisory Board	Marisol Lopez, 784-8336		Primary				January 6, 2026	1 year	3rd Tuesday Jan - Nov 3:30-5 PM	No		Yes	BA	To function according to the provisions of the Bronzan-McCorquodale Act,-- primarily to review and evaluate the community's mental health needs, services, facilities, and special problems and serve as an advisory board to the Board of Supervisors and the Local Mental Health Director. Other duties include--review state performance contracts for quality & cost-effectiveness; review & approve procedures used, submit an annual report to the BOS; review & make recommendations on applicants for the appointment of local mental health services director; review, comment on, & endorse the county's Performance Outcome Data to be sent to State Mental Health Planning Council; & other duties as assigned by the Board of Supervisors.	https://www.solanocounty.com/depts/mhs/mhab.asp
Child Abuse Prevention Council	Ronda Kogler, 421-7229 ext 106 rjkogler@childnet.org childnet@childnet.org Secondary Contact: Zoila Perez-Sanchez, 421-7229	Primary					January 7, 2025	2 years	1st Wed., 12 p.m. No January or July meetings	No		No	BA	The mission of the Child Abuse Prevention Council is to collaborate, advocate, and educate to improve systems to prevent child abuse and achieve equitable outcomes for Solano County children and youth.	https://www.childnet.org/sapc
Community Action Partnership (CAP) Solano JPA Board (Two-year term commencing 7/1/22 - 6/30/24)	DeShawn Waters 707-784-6679 DWaters@solanocounty.gov Secondary: Michael Wilson, 784-6681	Alternate		Primary			January 7, 2025	2 years	4th Thurs., each month @ 6:30 pm 1/22, 2/26, 3/26, 4/23, 5/28, 6/25, 7/23, 8/27, 9/24, 10/22, 11/19	\$100/mtg	\$0-\$1,200	Yes	BA	The SSNC was established to provide: oversight and coordination of homeless and safety net services to the residents of Solano County; to serve as the conduit for safety net funding support; to administer such funds and make grants available to other non-profit entities for services to the homeless; to set policy and be the central agency for the oversight and technical assistance for the operation of homeless shelters, transitional housing, homeless assistance centers, community action councils and other safety net services; and to undertake such other programs as the Board of Directors may authorize.	http://www.capsolanojpa.org/
Community Action Partnership (CAP) Solano JPA Tripartite Advisory Board (Three-year term commencing 1/6/2026-1/9/2029 and subject to confirmation by the CAP Solano JPA Board)	DeShawn Waters 707-784-6679 DWaters@solanocounty.gov Secondary: Michael Wilson, 784-6681		Primary				January 6, 2026	3 years	Alternating months, 2nd Monday @ 2pm 1/12, 3/9, 5/11, 7/13, 9/14, 11/9	No		Yes	BA	The Tripartite Advisory Board consists of representatives from the public sector, low income sector, and private sector in Solano County. They provide community expertise and guide the CAP Solano JPA by recommending programs for CSBG funding. The Tripartite Advisory Board also advises the CAP Solano JPA on long-term strategic planning, identifying local priorities and needs, and encouraging funding for what Solano County needs most.	http://www.capsolanojpa.org/tripartite-advisory-board.html
East Vallejo Fire Protection District	Nancy Nelson, 784-6113	Primary	Primary	Primary	Primary	Primary	January 6, 2026	1 year	Quarterly	No		Yes	BA	The East Vallejo Fire Protection District (EVFPD) was established for the purpose of disbursing special assessment revenues collected within the District's jurisdiction to the City of Vallejo through a contract for fire protection services to its citizens.	https://www.cityofvallejo.net/our-city/departments/divisions/fire-department
First 5 Solano Children and Families Commission	Michelle Harris, 784-1340		Primary				January 6, 2026	1 year	3rd Wednesday Month 3-5 p.m.	\$100	\$0-\$1,000	Yes	BA	The First 5 Solano Children and Families Commission was established by an ordinance passed by the Solano County Board of Supervisors on June 8, 1999. The ordinance defined the number of Commissioners as nine, the maximum allowed under Proposition 10, which mandates that local commissions include a member of the Board of Supervisors and two representatives of the County Health and Social Services Departments. Read more about the First 5 Solano Commission	https://www.solanocounty.com/depts/first5/default.asp
In-Home Supportive Services Public Authority	Mike Watson 707-784-8212 Daniel Yolangco, admin 784-8054	Primary	Primary	Primary	Primary	Primary	January 6, 2026	1 year	Bi monthly 2pm	Yes; \$100 stipend	\$600	Yes	BA	The Solano County IHSS Public Authority was established by the Board of Supervisors in 2003 as a program of the Health and Social Services Department within the continuum of care to help elderly and disabled adults and children remain safely in their homes with support from caregivers. The IHSS Public Authority serves as the employer of record for all IHSS caregivers to negotiate wages, provides training and administer benefits, and also provides services to help IHSS consumers hire quality caregivers.	https://www.solanocounty.com/depts/hss/public-authority/default.asp

2026 BOARD OF SUPERVISORS APPOINTMENTS

2 CCR 18702.59(b)(3)

Committee	Contact Information	District 1 Supervisor James	District 2 Supervisor Brown	District 3 Supervisor Williams	District 4 Supervisor Vasquez	District 5 Supervisor Mashburn	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required	Brown Act (BA)/ Bagley Keene (BK)	Details	Website
Juvenile Justice Coordinating Council	Dean Farrah, 784-7614 Tami Robinson, admin 784-7564	Primary					January 6, 2026	1 year	Bi-Annually	No		No	BA	The mission of the Juvenile Justice Coordinating Council is to develop a comprehensive, multiagency plan that identifies the resources and strategies for providing an effective continuum of responses for the prevention, intervention, supervision, treatment, and incarceration of male and female juvenile offenders, including strategies to develop and implement locally based or regionally based out-of-home placement options for youths who are persons described in Section 602. Counties may utilize community punishment plans developed pursuant to grants awarded from funds included in the 1995 Budget Act to the extent the plans address juvenile crime and the juvenile justice system or local action plans previously developed for this program. The coordinating council shall, at a minimum, include the chief probation officer, as chair, and one representative each from the district attorney's office, the public defender's office, the sheriff's department, the board of supervisors, the department of social services, the department of mental health, a community-based drug and alcohol program, a city police department, the county office of education or a school district, and an at-large community representative. In order to carry out its duties pursuant to this section, a coordinating council shall also include representatives from nonprofit community-based organizations providing services to minors.	https://www.solanocounty.com/depts/probation/jicc/default.asp
Law Library Board of Trustees (Chair is the ex officio)	Suzanne Olawski, 784-1504 Jonathan Watson 707-421-6520				Primary		January 6, 2026	1 year	Quarterly March, June, Sept, Dec 4th Monday 4-5pm	No		No	BA	Seven-member appointed board that serves at the governing board for the Solano County Law Library. The Solano County Law Library contracted with the Solano County Library in 1987 to have the County Library operate the Law Library. The members are appointed by local Superior (3) and Municipal (2) courts, the Board of Supervisors (2) and may be re-appointed to an unlimited number of terms. The various duties and obligations of the board are specified in the state business and professions code.	https://solanolibrary.com/about/boards-and-commissions/solano-county-law-library-board-of-trustees/
Local Agency Formation Commission (LAFCO)	Rich Seithel, 439-3897 rseithel@solanolafco.com			Alternate	Primary	Primary	January 6, 2026	1 year	Even numbered months, second Monday at 10am	\$150	\$1,800	Yes	BA	The Solano Local Agency Formation Commission (LAFCO) is a state mandated boundary commission responsible for coordinating logical and timely changes in local government boundaries. The Commission, in the consideration of proposals, has to observe four basic statutory purposes: the discouragement of urban sprawl; the preservation of open space and prime agricultural land resources; the efficient provision of government services; and the encouragement of orderly growth boundaries based upon local conditions and circumstances.	https://www.solanolafco.com/
Remote Access Network Board	Lisa Donahue, 784-7049					Primary	January 6, 2026	1 year	One meeting in December and one meeting in April, date and time TBD	No		No	BA	The Remote Access Network (RAN) Board also develops procedures necessary to regulate the ongoing use and maintenance of that equipment. Since several of you are newly elected or appointed, as the delegated chairperson of this RAN Board, I would like to provide you with a brief background pertaining to the RAN Board, of which you are one of the designated members.	n/a
Solano Economic Development Corp.	Pat Uhrich, 864-1855 x14	Alternate		Primary			January 6, 2026	1 year	Every other month odd months 2nd Thursday 9am	No		No	BA	Solano Economic Development Corporation offers expanding businesses a confidential, centralized resource for locations throughout Solano County.	https://solanoeconomic.org/
Solano Facilities Corporation	Alicia Draves, 784-6125	Primary	Primary	Primary	Primary	Primary	January 6, 2026	1 year	Required to hold an annual meeting once a year to elect new officers for the following calendar year, which they do during a BOS meeting. Other than that, they only meet as needed	No		Yes	BA	94-165	

2026 BOARD OF SUPERVISORS APPOINTMENTS

2 CCR 18702.59(b)(3)

Committee	Contact Information	District 1 Supervisor James	District 2 Supervisor Brown	District 3 Supervisor Williams	District 4 Supervisor Vasquez	District 5 Supervisor Mashburn	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required	Brown Act (BA)/ Bagley Keene (BK)	Details	Website
Solano Land Trust	Nicole Byrd-Braddock, 432-0150 ext. 210 nicole@solanolandtrust.org			Primary			January 6, 2026	1 year	First Thursday of the month 5 PM	No		Yes	BA	Solano Land Trust is committed to building a conservation and stewardship ethic in our community by supporting values based on common ground and engaging the future leaders and land stewards who will come after us to take care of this land. Solano Land Trust was founded in 1986 as the Solano County Farmlands and Open Space Foundation as a result of open space advocates, land developers and a municipal government working together to benefit the whole community. This unusual genesis created the structure for a board of directors that reflects all sides of land-use issues united in the mission to preserve the agricultural legacy and natural landscapes of Solano County and enhance people's relationship to the land.	https://solanolandtrust.org/
Solano Open Space (formerly Tri-City & County Cooperative Planning Group)	Resource Management Matt (Mathew) Walsh, 784-3168		Alternate	Primary			January 6, 2026	1 year	Tentative dates: 3/16 and 6/15 at 6pm	No		Yes	BA	In 1992, the Cities of Fairfield, Benicia, Vallejo, and Solano County established a Joint Powers Authority, the Tri-City and County Cooperative Planning Group for Agricultural and Open Space Preservation (commonly known as Solano Open Space). The JPA is charged with planning for the protection of agricultural and open space resources in this approximately 10,000-acre area bounded approximately by Interstates 80 and 680 and Lake Herman Road.	https://solanooopenspace.org/
Solano Transportation Authority	Johanna Masielat, 707-580-0483 jmasielat@sta.ca.gov			Alternate		Primary	January 6, 2026	1 year	2nd Wed., 6 p.m.	\$200	\$1,000-\$2,000	Yes	BA	The STA is committed to continually improving Solano County's transportation system so that our residents have easy access to jobs, schools, shopping, and essential services. To that end, the STA – working with each of the cities and the county – plans for, funds, manages and delivers a wide array of activities designed to keep Solano moving. While delivering transportation projects to ensure mobility, travel safety, and economic vitality is the STA's mission, preserving and improving the quality of life enjoyed by Solano County residents underscores all that we do.	https://sta.ca.gov/
Solano Subbasin Groundwater Sustainability Agency Board of Directors (Districts 4 & 5 are permanent primary appointments. Alternate Board member appointed annually.)	Misty Kaltreider, 784-3311			Alternate	Primary	Primary	January 6, 2026	Alternate 1 year	2nd Thurs., each month @ 5 p.m.	No		Yes	BA	SCWA was formed in 1951 by an Act of the State Legislature and represents all the local agencies involved in water and flood management. The SCWA Board of Directors is composed of the five members of the Solano County Board of Supervisors, the seven mayors of the cities in Solano County, and a director from each of the three agricultural districts that provide retail agricultural water supply.	https://www.solanogsp.com/
Solano Water Authority	Amber Rupp, 455-4000 ARupp@sidwater.org				Primary	Alternate	January 6, 2026	1 year	As Needed	No		Yes	BA	Suisun-Solano Water Authority is operated with both Suisun City and SID employees and resources. SSWA's operations are divided in the following manner: the City and District both administer SSWA, the City provides financial services for SSWA, and SID plans, designs, operates, maintains and replaces the SSWA water system. Expenses of both the City and the District are repaid to them by SSWA.	https://www.sidwater.org/98/Suisun-Solano-Water-Authority
Solano County Consolidated Oversight Board (effective July 1, 2018)	Alicia Draves, 784-6125			Primary		Alternate	January 6, 2026	1 year	2nd Thursday of Jan, May, and Sept	No		Yes	BA	The Solano Consolidated Oversight Board was created pursuant to SB 107, a bill which requires the consolidation of redevelopment (RDA) oversight boards for each former RDA. The consolidation of these boards into one new county-wide board in each county is effective July 1, 2018. The Solano County Auditor-Controller's Office will be responsible for staffing the Solano Consolidated Oversight Board.	https://www.solanocounty.com/depts/auditor/solano_county_consolidated_oversight_board.asp
Solano County Water Agency (SCWA)	Chris Lee, General Manager 707-455-1105 clee@scwa2.com Secondary: Sandra Willingmyre 707-455-1101 sandra@scwa2.com	Primary	Primary	Primary	Primary	Primary	January 6, 2026	1 year	2nd Thur., 6:30 p.m.	\$150 per meeting up to 3 meetings per month (not to exceed \$400/mo)	\$1500-\$2000	Yes	BA	Solano County Water Agency was formed in 1951 by an Act of the State Legislature and represents all the local agencies involved in water and flood management. The SCWA Board of Directors is composed of the five members of the Solano County Board of Supervisors, the seven mayors of the cities in Solano County, and a director from each of the three agricultural districts that provide retail agricultural water supply. SCWA is a wholesale water supply agency providing untreated water to cities and agricultural districts in Solano County from the Federal Solano Project and the North Bay Aqueduct of the Water Project. In addition, the agency performs flood management as well as habitat conservation activities.	https://www.scwa2.com/
Solid Waste Independent Hearing Panel 4 year term commencing January 2026 through January 2030	Edmond "Trey" Strickland, 784-3308		Primary				January 27, 2026	4 years	As Needed Panel only convenes when a determination by the solid waste local enforcement agency (LEA) in Environmental Health has been appealed	\$100/day	\$0	Yes	N/A	To hear appeals from solid waste facility operators within an enforcement agency's jurisdiction. Public Resources Code and Title 14 CCR, Section 18060. California Public Resources Code, Section 44308 Term is 4 years with a 2 term maximum for a total of 8 years.	https://www.solanocounty.com/depts/rm/environmental_health/default.asp

2026 BOARD OF SUPERVISORS APPOINTMENTS

2 CCR 18702.59(b)(3)

Committee	Contact Information	District 1 Supervisor James	District 2 Supervisor Brown	District 3 Supervisor Williams	District 4 Supervisor Vasquez	District 5 Supervisor Mashburn	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required	Brown Act (BA)/ Bagley Keene (BK)	Details	Website
Travis Community Consortium	David Gassaway, Fairfield City Manager, 428-7400			Alternate		Primary	January 6, 2026	1 year	Ad Hoc (monthly)	No		No	BA	The Travis Community Consortium was formed in 2003 to formalize our community's support ensuring our Travis personnel are equipped and have the resources they need to meet the national security demands of today and the future. The TCC works closely with base leadership and our Congressional Delegation to advocate for the long-term sustainability of the installation.	
Solano City County Coordinating Council (4Cs)	Matthew Davis, 784-6111	Primary	Primary	Primary	Primary	Primary	January 6, 2026	1 year	TBD	No		No	BA	The Solano County Board of Supervisors and the Mayors of Solano County's seven cities established the Solano City County Coordinating Council (CCCC) on June 18, 1991. The primary reason provided for its purpose was to explore ways to improve city/county communications, coordination and problem resolution. The CCCC also explores issues of regional importance and seeks ways to respond effectively to the actions of other levels of government, including to sponsor or support legislation at the State and Federal level that is of regional importance.	https://www.solanocounty.com/depts/bos/city_county_coordinating_council/default.asp
4Cs Joint Steering Committee *Vice Chair of 4Cs and Chair of Board of Supervisors	Matthew Davis, 784-6111	Primary	Primary				January 6, 2026	1 year	TBD	No		No	N/A	To discuss, coordinate, and resolve City/County issues including but not necessarily limited to land use, planning, duplication of services/improving efficiencies, as well as other agreed to topics of regional importance, to respond effectively to the actions of other levels of government, including the State and Federal government, to sponsor or support legislation at the State and Federal level that is of regional importance, and to sponsor or support regional activities that further the purpose of the Solano City-County Coordinating Council.	https://www.solanocounty.com/depts/bos/city_county_coordinating_council/default.asp
Vacaville-Fairfield-Solano Greenbelt Joint Powers Authority	Meily Sheehan, principal planner 707-428-7474 or msheehan@fairfield.ca.gov planning@fairfield.ca.gov			Primary	Primary		January 6, 2026	1 year	As Needed	No		Yes	BA	The Vacaville-Fairfield-Solano Greenbelt Authority was established in 1994 to provide for the preservation and conservation of viable agricultural and open space land, provide a permanent separation between the urban areas of Fairfield and Vacaville, promote the protection and viability of Travis Air Force Base through the Greenbelt planning process, provide trail linkage of open space areas of the Greenbelt to other open space areas.	n/a
Vallejo Flood & Wastewater District	Eddy Castillo Gomez 707-652-7808	Primary	Alternate				January 6, 2026	1 year	5:30 pm on the 3rd Tuesday of every month	\$100	\$1,000-\$2,000	Yes	BA	The Vallejo Flood & Wastewater District treats the wastewater that comes through the plant to prevent pollution from flowing through Vallejo's storm drains to the Bay.	https://www.vallejowastewater.org/
Winters Branch Library Financing Authority	Yolo County Librarian, (530) 666-8002 Julie Dachtler Senior Deputy Clerk, 530-666-8194				Primary	Primary	January 6, 2026	1 year	As Needed - assess in May if needed	No		No	BA	The Winters Branch Library Joint Powers Authority was initially set up to finance the Winters Library and continues to exist in case there is a need for further collaboration between Yolo and Solano Counties for a new library.	n/a



Solano County

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

Agenda Submittal

Agenda #:	8	Status:	Consent Calendar
Type:	Contract	Department:	County Administrator
File #:	26-394	Contact:	Matthew A. Davis, 784-6111
Agenda date:	06/23/2026	Final Action:	
Title:	Approve a one-year agreement with the Center for Volunteer & Nonprofit Leadership (CVNL) for countywide volunteer coordination, community engagement, and disaster support services from July 1, 2026, through June 30, 2027, for \$160,000; and Delegate authority to the County Administrator to execute the agreement		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - List of Accomplishments, B - Standard Contract		

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

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

DEPARTMENTAL RECOMMENDATION:

The County Administrator recommends that the Board of Supervisors consider approving a one-year agreement with the Center for Volunteer & Nonprofit Leadership (CVNL) for countywide volunteer coordination, community engagement, and disaster support services from July 1, 2026, through June 30, 2027, for \$160,000; and Delegate authority to the County Administrator to execute the agreement.

SUMMARY/DISCUSSION:

Community volunteers play an essential role in supporting the operations and service delivery efforts of many County departments and divisions, including, but not limited to, the County Administrator’s Office, Health and Social Services, Library Services, the Office of Emergency Services, Animal Services, Public Health, Registrar of Voters, Resource Management, and Veteran Services. In addition, city governments, nonprofit organizations, and community-based organizations throughout Solano County benefit significantly from volunteer engagement by leveraging the time, skills, and dedication of community members to support programs and services that enhance the quality of life for County residents.

Under the proposed agreement, the Center for Volunteer & Nonprofit Leadership (CVNL) will continue to manage the recruitment, coordination, and matching of community volunteers throughout Solano County, including placements with County departments, the seven cities, nonprofit organizations, and community-based organizations. Volunteers are recruited through community outreach events, social media campaigns, referrals, and direct engagement efforts. Interested individuals are directed to register through the Solano Volunteers online portal.

The Solano Volunteers portal provides residents with access to a diverse and expanding range of volunteer opportunities, including opportunities for families and groups, youth and teens, retirees, disaster response and recovery, environmental stewardship, animal services, arts and culture, faith-based initiatives, and virtual volunteering opportunities. The portal enables volunteers to identify opportunities aligned with their interests, availability, and skills, ranging from one-time service projects to ongoing community support roles such as tutoring students, assisting with food distribution, and supporting local nonprofit programs.

Volunteers also play a critical role during local emergencies and disaster response efforts. During previous emergencies, including the COVID-19 public health emergency and the LNU Lightning Complex Fire recovery efforts, the Volunteer Center served as an important coordination resource for community response and recovery activities. In coordination with the Voluntary Organizations Active in Disaster (VOAD), a coalition of community organizations and service providers, the Volunteer Center assists with the coordination of emergency human services in partnership with local emergency management agencies, social service organizations, and community partners during all phases of disaster response and recovery.

A complete summary of CVNL Volunteer Center accomplishments over the past year, including volunteer recruitment, outreach, volunteer matching and engagement activities, community service events, disaster response support, and website analytics, is included in Attachment A.

THE GROWING IMPORTANCE OF VOLUNTEER SERVICES

The County's continued investment in volunteer coordination services aligns with broader public policy objectives related to civic engagement, workforce readiness, emergency preparedness, and coordinated community service delivery. In light of ongoing federal policy discussions, including proposals associated with H.R. 1 that emphasize community engagement and participation expectations connected to certain public assistance programs, maintaining a robust countywide volunteer infrastructure helps ensure that residents, nonprofit organizations, and public agencies have access to organized, verifiable, and community-based volunteer opportunities.

The County's partnership with CVNL strengthens the County's ability to connect residents with meaningful community engagement opportunities while simultaneously expanding local service capacity and supporting collaborative partnerships among public agencies, nonprofit organizations, and community stakeholders throughout Solano County. In addition, the centralized volunteer coordination system enhances the County's ability to rapidly mobilize and deploy volunteers during emergencies, public health events, and other community response efforts.

BRIEF HISTORY OF COUNTY-CONTRACTED WORK WITH CVNL

On November 1, 2016, the Board of Supervisors approved a three-year pilot project with the Center for Volunteer & Nonprofit Leadership, Inc. (CVNL) to develop and implement a Solano County web-based Volunteer Center in coordination with County departments and local partner agencies. The Board also authorized the County Administrator to execute the agreement, renewals, and amendments within approved budget appropriations. The County Administrator executed the original agreement in 2016, including eight contract amendments between 2016 and 2022. Subsequent one-year agreements were approved and executed in 2023, 2024, and 2025. The proposed agreement would continue these services for FY2026/27.

ABOUT THE CENTER FOR VOLUNTEER & NONPROFIT LEADERSHIP

The Center for Volunteer & Nonprofit Leadership, Inc. (CVNL), established in 1964, has extensive experience in designing and implementing volunteer programs, recruiting volunteers, and providing training and technical assistance to nonprofit organizations and public agencies regarding effective volunteer management practices. CVNL currently supports nonprofit organizations and volunteer initiatives throughout Napa and Marin

counties.

Under the proposed agreement, CVNL will continue to maintain and enhance the Solano County volunteer opportunity portal, recruit and connect volunteers with local service opportunities, and provide training and technical assistance to participating County departments and community organizations. CVNL's mission is to strengthen leadership, encourage innovation, and empower individuals to serve and improve their communities through volunteerism and civic engagement.

FINANCIAL IMPACT:

The contract with CVNL for \$160,000 covers the period from July 1, 2026, to June 30, 2027, with funding for the contract reflected in the FY2026/27 Recommended Budget. The cost associated with preparing the agenda item is nominal and absorbed by the Department's FY2025/26 Working Budget.

ALTERNATIVES:

The Board could choose not to approve the proposed agreement with CVNL; however, this is not recommended. The Volunteer Center has played a critical role during previous emergencies, including the COVID-19 public health emergency and LNU Lightning Complex Fire response and recovery efforts. In addition, the Volunteer Center provides ongoing support to County departments, nonprofit organizations, and community-based organizations by assisting with volunteer recruitment, training, coordination, and community engagement activities throughout Solano County.

OTHER AGENCY INVOLVEMENT:

The County Administrator's Office coordinated with County departments that utilize Volunteer Center services, including the Office of Emergency Services, as well as the seven incorporated cities within Solano County, in the development of the proposed agreement.



SOLANO VOLUNTEERS

Imagine the difference you'll make

Solano Volunteers – Center for Volunteer & Nonprofit Leadership (CVNL)

Accomplishments Report for: July 1, 2025 – May 8, 2026

The following is a report for the Volunteer Solano Program that includes local meetings and events attended, presentations and demonstrations, nonprofit and government agencies registered, volunteers registered, available volunteer opportunities, and Days of Service conducted.

Volunteer Engagement and Portal Management

- Conducted outreach within the county, with nonprofits and volunteers, for the Solano Volunteers portal and promotion of the overall program.
- Provided technical assistance and troubleshooting to volunteers and agency users.
- 28 meetings/events/demonstrations attended to promote the portal and program.
- Maintained a growing social media presence: Solano Volunteers Facebook and Instagram Pages, including:
 - 1,703 Followers
 - 57,231 Impressions (total # of times content was displayed)
 - 10,874,802 Reach
 - 2.5% overall engagement rate (above average, according to industry standards)

Volunteer Recruitment, Matching & Engagement:

- 41 new volunteer opportunities during 2025-2026
- 51 new volunteers registered during 2025-2026
- 2,047 registered volunteers on the portal
- 5,679 unique individuals visited the Solano Volunteers matching portal during 2024 to search for volunteer opportunities

Volunteer Portal Narrative:

While most contract metrics continue to meet or exceed expectations (including strong volunteer registration and engagement levels), the number of active volunteer opportunities currently reflected in the system is lower than figures reported in previous years.

CVNL determined that several factors likely contributed to this reduction, including inconsistent historical definitions of what qualified as an "active" opportunity, differences in how one-time versus ongoing opportunities were counted, and staff transitions that impacted reporting continuity.

Despite the lower number of currently active opportunities, volunteer engagement on the platform remains strong,

reinforcing CVNL's confidence that the issue is primarily related to historical measurement methodology and data management practices rather than reduced community participation.

CVNL has initiated a focused outreach and rebuilding strategy that includes direct engagement with agencies currently registered on the portal, support for agencies in posting and maintaining active opportunities, outreach to organizations not yet utilizing the platform, and ongoing data cleanup efforts to ensure more accurate and consistent reporting moving forward.

As part of our strategy, CVNL will propose a revised benchmark of 100 volunteer opportunities submitted or posted during the first quarter of the upcoming fiscal year, with incremental increases of 25 additional opportunities in each subsequent quarter. This phased approach will support sustainable growth while establishing clearer standards for tracking and reporting active volunteer opportunities going forward.

Days of Service:

1) Family Volunteer Day

November 24, 2025

Number of Volunteers: 315 - 47 volunteers on packing day and 268 volunteers on the day of the event.

Solano Volunteers served as a sponsoring agency for the event; included in marketing and communication materials; provided breakfast and lunch for all participating volunteers.

Project Description: Solano Volunteers partnered with Operation Gobble-Gobble Food Box Distribution with Assembly Member Lori Wilson's Office. There were 1,488 households and 6,248 individuals served. Fourth year participating in this event.

2) Martin Luther King, Jr. Day

January 20, 2026

Number of Volunteers: 30

Project Description: Partnered with the Vallejo NAACP for the MLK, Jr. March and Community Program. The community expanded this year's celebration to a three-day event and held a peaceful march from Kentucky Street along Mare Island Way, demonstrating unity and strength. Participants gathered and paid tribute to Rev. Dr. Martin Luther King, Jr., with a powerful reminder of his words about perseverance and collective progress.

3) Earth Day Event

Number of Volunteers: 262 volunteers collected over 4,300 pounds of trash across 11 Solano County sites.

Project Description: Solano Volunteers provided marketing and social media outreach for the Earth Day volunteer events to engage the community in volunteer service and provided clean-up supplies for the event. Our staff attended Andrew's Park site and supported over 50 volunteers.

4) World Environment Day

June 5, 2026

TBD – details on this activity will be provided after the event takes place.

Disaster Preparedness & Response

Voluntary Organizations Active in Disaster (VOAD): An umbrella group of nonprofits and government agencies working together to prepare for disasters.

- The VOAD membership consists of 85 agencies.
- Added various organizations to the roster during this reporting period, including: Benicia Community Foundation, California Human Development, Solano Family Justice Center and Lutheran Social Services.
- Facilitated and provided administrative support for monthly VOAD and Executive Board meetings, which centered on the theme of communication during both routine operations and emergencies.
- Continue dedicated storage unit for the VOAD via funding originally obtained from the United Way of the Bay Area. Since March 2026, CVNL has funded and managed the storage unit.
- Maintained a growing social media presence:

Solano VOAD Facebook page:

719 Followers

4,637 Impressions (total # of times content was displayed)

1,628 Reach (# of people who saw content)

Solano Volunteers in the Media

Earth Day 2026

- <https://cvnl.org/262-solano-county-volunteers-participate-in-the-2026-earth-day-cleanup/>
- <https://www.solanorcd.org/?view=article&id=77:volunteers-swarm-solano-county-waterways-to-clear-debris&catid=18>

National Volunteer Month 2026

- <https://www.facebook.com/solanovolunteers/posts/pfbid02MNm4Gp3tUmKLW49XNts6XMjQrvXmReA1Ti3Hu4gT9FL5ndZ2udU63Wzqhz4t3SaGI>
- https://motioncount.com/challenge?return=%2Fmatters%2FsolanocountyCA_c9cbc43f790af2e9

Health Resource Fair 2026

- https://www.instagram.com/p/DWjsgOu?utm_source=ig_web_copy_link&igsh=NTc4MTIwNjQ2YQ%3D%3D

MLK Day of Service 2026

- <https://www.pressdemocrat.com/2026/01/14/mlk-day-events-across-sonoma-napa-counties-emphasize-service-community/>
- <https://www.facebook.com/solanovolunteers/posts/pfbid02fE59G6wMRdAPkFs4CRWV9GAZVQcvB8CwfsbB7bKZsXAVBkRwqdeYS1B4UDgDX1H2I>

Operation Gobble Gobble 2025

- <https://www.thereporter.com/2025/11/19/operation-gobble-gobble-set-to-feed-thousands/>

Suisun City Strong, Emergency Preparedness Fair

- <https://www.suisun.com/Events-directory/Suisun-City-Strong-Emergency-Preparedness-Fair>



**County of Solano
Standard Contract
Project:**

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

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

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

CONTRACTOR'S NAME

FORM OF BUSINESS (e.g., Limited Liability Corporation)

2. The Term of this Contract is:

3. The maximum amount of this Contract is:

\$

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:


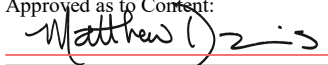
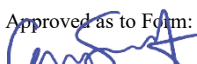
Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on _____, 20 .

CONTRACTOR	COUNTY OF SOLANO
<p>CONTRACTOR _____</p>	<p>AUTHORIZED SIGNATURE _____</p>
<p>SIGNATURE </p>	<p>TITLE _____</p>
<p>PRINTED NAME AND TITLE _____</p>	<p>ADDRESS _____</p>
<p>ADDRESS _____</p>	<p>CITY _____ STATE _____ ZIP CODE _____</p>
<p>CITY _____ STATE _____ ZIP CODE _____</p>	<p>Approved as to Content:  DEPARTMENT HEAD OR DESIGNEE</p> <p>Approved as to Form:  COUNTY COUNSEL</p>

Rev. 3/8/2023

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

PROJECT DELIVERABLES, TIMELINE & BUDGET
Center for Volunteer & Nonprofit Leadership
July 1, 2026 – June 30, 2027

Deliverable	Activities • Related Metrics	Timeline in Quarters			
		1 July → Sept	2 Oct → Dec	3 Jan → March	4 April → June
Web-based portal	Conduct person-to-person outreach to promote and encourage the use of the <i>Solano Volunteers</i> online portal within the county, targeting nonprofits and community-based organizations, government departments, businesses, and volunteers				
	Provide training, technical assistance and troubleshooting to portal users				
	Track <i>Solano Volunteers</i> page views				
	Promote the Solano Volunteers portal through local media outreach, including press releases, blog posts, and community newsletters. Run targeted social media posts to highlight Solano-based opportunities and drive engagement.				
Recruitment, Matching and Engagement	Conduct individual and group trainings to public, nonprofit and other community-based organizations re: using Solano Volunteers.				
	• 100 new or continued volunteer opportunities posted during 1 st quarter				
	• 125 new or continued volunteer opportunities posted during 2 nd quarter				
	• 150 new or continued volunteer opportunities posted during 3 rd quarter				

	<ul style="list-style-type: none"> 175 new or continued volunteer opportunities posted during 4th quarter 				
	Outreach to volunteers focused on <i>promoting Solano Volunteers</i> as the go-to platform for discovering local opportunities, using social media, newsletters/email campaigns, and partner collaboration to increase visibility and engagement.				
	<ul style="list-style-type: none"> 2,050 volunteers engaged by 1st quarter end 				
	<ul style="list-style-type: none"> 2,100 volunteers engaged by 2nd quarter end 				
	<ul style="list-style-type: none"> 2,150 active volunteers engaged by 3rd quarter end 				
	<ul style="list-style-type: none"> 2,200 active volunteers engaged by 4th quarter end 				
Community-wide Days of Service	Day of Service # 1 <ul style="list-style-type: none"> At least 90 volunteers registered/participating 				
	Day of Service # 2 & 3 <ul style="list-style-type: none"> At least 90 volunteers registered/participating 				
	Day of Service # 4 <ul style="list-style-type: none"> At least 90 volunteers registered/participating 				
Emergency Volunteer Management	Collaborating with the County Administrator's Office and the Office of Emergency Services to manage volunteering related to emergencies and disasters				
Capacity Building for Solano Voluntary Organizations Active in Disasters (VOAD)	Provide administrative support to the Solano VOAD and its Executive Committee. Provide capacity building for the Solano VOAD and Executive Committee, including: member recruitment, meeting facilitation and record keeping. Seek resources to support Solano VOAD agencies in disaster preparedness and response, infrastructure development, training, etc. Maintain solano VOAD webpage and social media presence.				
Project Management	Supervise the Program Coordinator and coordinate the efforts of all staff involved in the project				
	Assess project activities, track levels of participation, prepare and submit reports and invoices				
Monitoring & Evaluation	Develop, deploy, and analyze a segment of portal users, including volunteers and nonprofit users, to obtain feedback on the portal, disaster-related work, and Days of Service.				

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. BUDGET DETAIL

County shall pay Contractor up to the maximum amount set forth in Section 3 of the Standard Contract for services performed between July 1, 2026, through June 30, 2027. The budget for these services is set forth below:

Title	FTE	Amount
Volunteer Services Manager	30%	118,500
Volunteer Services Program Assistant	100%	
Chief Executive Officer	5%	
Director of Marketing and Communications	9%	
Marketing and Communications Specialist	9%	
Fringe & Benefits @ 22%		26,070
Total Staff Cost		144,570
Website Maintenance & IT		6,000
Travel/Mileage		3,000
Storage Rental		2,880
Supplies		3,550
Total Project Cost		160,000

METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses actually incurred the prior month up to the maximum Contract amount. Each invoice must specify services rendered, to whom, dates of service and the accrued charges.

Subject to the maximum amount payable under this Contract and with prior written approval of County, County will reimburse Contractor for mileage at the current IRS mileage rate and bridge tolls for travel necessary in performing services under this Contract.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

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

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

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

2. TIME

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

3. TIME OF PERFORMANCE

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

4. TERMINATION

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

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

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

5. SIGNATURE AUTHORITY

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

6. REPRESENTATIONS

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

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

7. INSURANCE

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

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

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

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

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

D. Additional Insurance Coverage

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

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

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

F. Deductibles and Self-Insured Retentions

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

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

G. Other Insurance Provisions

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

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

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

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

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

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

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

8. BEST EFFORTS

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

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

9. DEFAULT

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

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

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

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

10. INDEMNIFICATION

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

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

11. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

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

13. COMPLIANCE WITH LAW

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

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

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

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

14. CONFIDENTIALITY

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

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

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

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

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

15. CONFLICT OF INTEREST

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

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

16. DRUG FREE WORKPLACE

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

17. HEALTH AND SAFETY STANDARDS

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

18. CHILD/ADULT ABUSE

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

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

19. INSPECTION

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

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

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

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

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

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

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

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

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

24. NOTICE

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

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

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

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

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

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

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

(1) Cancel this Contract; or,

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

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

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

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

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

32. FAITH BASED ORGANIZATIONS

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

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

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

33. PRICING

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

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

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

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

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

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

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

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

36. EXECUTION IN COUNTERPARTS

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

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

37. LOCAL EMPLOYMENT POLICY

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

38. ENTIRE CONTRACT

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



Solano County

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

Agenda Submittal

Agenda #:	9	Status:	Consent Calendar
Type:	Resolution	Department:	Human Resources
File #:	26-486	Contact:	Niger Edwards, 784-3554
Agenda date:	06/23/2026	Final Action:	
Title:	Adopt a resolution and plaque of appreciation honoring Frances Stokes, Organizational Development and Training Officer, upon her retirement from the Department of Human Resources with nearly 25 years of dedicated public service to Solano County		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Retirement Resolution		

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

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

DEPARTMENTAL RECOMMENDATION:

The Department of Human Resources recommends the Board of Supervisors adopt a resolution and plaque of appreciation honoring Frances Stokes, Organizational Development and Training Officer, upon her retirement from the Department of Human Resources with nearly 25 years of dedicated public service to Solano County.

SUMMARY/DISCUSSION:

Frances Stokes began her career with Solano County as a Clerk in the Department of Health and Social Services on October 5, 1998. On April 4, 1999, she was competitively promoted to a Personnel Technician (Entry) in the Department of Human Resources and subsequently promoted to Personnel Analyst (Entry) on February 29, 2000. Ms. Stokes separated from the County on December 28, 2000; however, she returned on October 14, 2003, as an Equal Employment Opportunity (EEO) Analyst in Human Resources. On November 20, 2005, she was competitively promoted to EEO Compliance Officer. On June 10, 2012, Ms. Stokes competitively promoted to the County's Organizational Development and Training Officer, where she remained until her retirement.

Throughout her extensive career with the County of Solano, Ms. Stokes has played a pivotal role in strengthening Human Resources' operations across numerous functional areas. She has consistently brought insight, professionalism, and dedication to every role. Ms. Stokes' ability to build strong working relationships with colleagues, leadership, and community partners has fostered a supportive and forward-thinking environment. Her deep understanding of Human Resource practices, from compliance and equal employment opportunity to workforce development and organizational effectiveness, has helped ensure that County programs operate with fairness, transparency, and excellence. As a trusted advisor and subject-matter expert, Ms. Stokes has guided the organization through complex personnel matters and

advanced initiatives that promote equity, employee growth, and operational improvement. Her commitment to integrity and service has left a meaningful and lasting contribution to both the Department of Human Resources and the County of Solano as a whole.

FINANCIAL IMPACT:

The cost associated with preparing the agenda item is nominal and absorbed by the Department's FY2025/26 Working Budget. The costs associated with preparation and purchase of the plaque are included in the Board's FY2025/26 Working Budget.

ALTERNATIVES:

The Board may elect not to adopt a resolution or a plaque of appreciation; however, this is not recommended, as this is an opportunity to honor Frances Stokes for her years of public service to the Department of Human Resources and the citizens of Solano County.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2026 –

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING FRANCES STOKES, ORGANIZATIONAL DEVELOPMENT AND TRAINING OFFICER, FOR NEARLY 25 YEARS OF DEDICATED SERVICE TO SOLANO COUNTY

WHEREAS, Frances Stokes began her career with Solano County as a Clerk in the Department of Health and Social Services on October 5, 1998, promoted to Personnel Technician (Entry) in the Department of Human Resources (HR) on April 4, 1999, and promoted to Personnel Analyst (Entry) on February 29, 2000, working in this position until December 28, 2000; and

WHEREAS, Ms. Stokes returned to Solano County as an Equal Employment and Opportunity (EEO) Analyst in the Department of Human Resources on October 14, 2003, promoted to EEO Compliance Officer on November 20, 2005, and promoted to Organizational Development and Training Officer on June 10, 2012, where she remained until her retirement; and

WHEREAS, during her tenure as a trusted advisor and subject-matter expert, Ms. Stokes has guided the organization through complex personnel matters and advanced initiatives that promote equity, employee growth, and operational improvement; and

WHEREAS, Ms. Stokes built strong working relationships with colleagues, leadership, and community partners which fostered a supportive and forward-thinking environment; and

WHEREAS, Ms. Stokes has demonstrated deep understanding of Human Resource practices, from compliance and equal employment opportunity to workforce development and organizational effectiveness, and helped ensure that County programs operate with fairness, transparency, and excellence; and

WHEREAS, Ms. Stokes' commitment to integrity and service has left a meaningful and lasting contribution to both the Department of Human Resources and the County of Solano as a whole; and

WHEREAS, Frances Stokes will retire on July 4, 2026, after nearly 25 years of service to Solano County to begin a new chapter in her life.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby commends Frances Stokes for nearly 25 years of outstanding and dedicated service to Solano County and wishes her a long and happy retirement.

Dated this 23rd day of June 2026

MONICA BROWN, Chair
Solano County Board of Supervisors

ATTEST: IAN M. GOLDBERG, Clerk
Solano County Board of Supervisors

By: _____
Alicia Draves, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	10	Status:	Consent Calendar
Type:	Resolution	Department:	Human Resources
File #:	26-489	Contact:	Niger Edwards, 784-3554
Agenda date:	06/23/2026	Final Action:	
Title:	Adopt a resolution amending the List of Numbers and Classifications of Positions to delete 1.0 FTE vacant Human Services Chief Deputy - TBD and add 1.0 FTE Chief Deputy Human Services; and Adopt a resolution amending the Alphabetical Listing of Classes and Salaries to add the new classification with the monthly salary range of \$14,978.58 - \$18,206.56		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution - List of Numbers and Classifications of Positions, B - Resolution - Alphabetical Listing of Classes and Salaries		

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

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

DEPARTMENTAL RECOMMENDATION:

The Department of Human Resources (HR) recommends the Board of Supervisors:

1. Adopt a resolution amending the List of Numbers and Classifications of Positions to delete 1.0 FTE vacant Human Services Chief Deputy - TBD and add 1.0 FTE Chief Deputy Human Services; and
2. Adopt a resolution amending the Alphabetical Listing of Classes and Salaries to add the new classification with the monthly salary range of \$14,978.58 - \$18,206.56.

SUMMARY:

On June 4, 2019, the Board approved a reorganization of the Department of Health and Social Services (H&SS) which was intended to strengthen leadership capacity and support client and population focused service delivery. As part of that effort, H&SS requested that HR develop classifications for key leadership positions.

HR, in collaboration with the County Administrator's Office (CAO) and H&SS, developed the classification of Chief Deputy Human Services and established a proposed salary range for the position. The Chief Deputy Human Services will provide executive management and oversight to advance integrated holistic services across children, family, health and mental health, eligibility, employment, and supportive programs delivered in partnership with public, private, and community-based agencies. This position will report to the Director of Health & Social Services.

FINANCIAL IMPACT:

The monthly salary range is \$14,978.58 - \$18,206.56. The estimated annual cost for the Chief Deputy Human Services position at Step 3 is \$313,309 for base wages, taxes, and benefits. Funding for this position will be reflected in the Health and Social Services annual department budget.

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2025/26 Working Budget.

DISCUSSION:

As part of the 2019 reorganization, the Board approved the allocation of several new H&SS positions, including 1.0 FTE Human Services Chief Deputy - TBD, under Resolution No. 2019-127. HR, in collaboration with the CAO's Office and H&SS, reviewed the scope of work within H&SS and developed the classification specification. Following a salary survey and assessment of H&SS' internal classification alignment, the salary range for this classification was established. The 1.0 FTE position previously approved under Resolution No. 2019-127 as "Human Services Chief Deputy - TBD" will be formally classified as Chief Deputy Human Services, removing the to-be-determined status.

The proposed monthly salary range for the Chief Deputy Human Services classification is \$14,978.58 to \$18,206.56. The incumbent will provide executive leadership to integrate key health and human services programs in collaboration with public, private, and community partners

The Department met its obligation to meet and confer under Government Code Section 3500 et al. with Local 21, representing Unit 19 - Executive and Senior Management.

ALTERNATIVES:

The Board of Supervisors could elect not to amend the Alphabetical Listing of Classes and Salaries and/or the Position Allocation List to include the classification of Chief Deputy Human Services at the recommended bargaining unit and salary range; however, this is not recommended as the classification supports the H&SS reorganization approved in 2019.

OTHER AGENCY INVOLVEMENT:

In addition to HR's work with the CAO's Office and H&SS in drafting the classification specification and determining the proposed salary range, HR notified all County bargaining groups pursuant to the County's Employer - Employee Relations Rules and Regulations (EERRR), that the County intended to assign the classification to Unit 19 - Executive and Senior Management, represented by the Professional and Technical Engineers, Local 21. HR also informed the bargaining groups that the classification will be designated at the executive level consistent with the other Chief Deputies and Deputy Directors classifications designation. HR did not receive any challenge regarding the unit designation from the bargaining groups. Local 21 provided some recommended edits to the Chief Deputy Human Services classification specification, which the County accepted and included in the final version.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION


RESOLUTION NO. 2026 - _____

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

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

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 - Administration	7503	TBD	TBD	Human Services Chief Deputy - TBD	07/05/26	1.00	0.00	0.00	(1.00)
H&SS - Administration	7503	147380	NEW	Chief Deputy Human Services	07/05/26	0.00	0.00	1.00	1.00



Director of Human Resources

6/15/26

Date

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on June 23, 2026, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

MONICA BROWN, Chair
Solano County Board of Supervisors

ATTEST:

IAN M. GOLBERG, Clerk
Solano County Board of Supervisors

By: _____
Alicia Draves, Chief Deputy Clerk

RESOLUTION NO. 2026 - ____

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

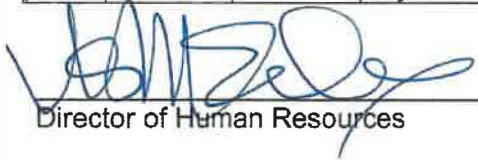
Whereas, regulation of compensation of officers and employees of the County may be fixed by resolution of the Board of Supervisors; and

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

Resolved, that the Solano County Board of Supervisors authorizes 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
05	147380	Chief Deputy Human Services	19E	019	\$14,978.58 - \$18,206.56



 Director of Human Resources

6/15/26

 Date

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on June 23, 2026 by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

 MONICA BROWN, Chair
 Solano County Board of Supervisors

ATTEST:

IAN M. GOLDBERG, Clerk
Solano County Board of Supervisors

By: _____
Alicia Draves, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	11	Status:	Consent Calendar
Type:	Resolution	Department:	Board of Supervisors
File #:	26-529	Contact:	Niger Edwards, 784-3554
Agenda date:	06/23/2026	Final Action:	
Title:	Adopt a resolution amending sections 8.1 and 8.7 of the Personnel and Salary Resolution concerning bilingual pay and professional allowance amounts to align with terms negotiated and agreed to by represented bargaining units during the 2025-2026 labor negotiations		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution Personnel and Salary Resolution, B - Personnel and Salary Resolution Add-Delete		

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

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

DEPARTMENTAL RECOMMENDATION:

The Director of Human Resources recommends that the Board of Supervisors adopt a resolution amending sections 8.1 and 8.7 of the Personnel and Salary Resolution concerning bilingual pay and professional allowance amounts to align with terms negotiated and agreed to by represented bargaining units during the 2025-2026 labor negotiations.

SUMMARY/DISCUSSION:

During the 2025-2026 labor negotiations, represented bargaining units agreed to changes to bilingual pay and professional allowance amounts. The proposed amendments to sections 8.1 and 8.7 of the Personnel and Salary Resolution would extend comparable provisions to unrepresented employees to maintain equity and consistency across employee groups.

The amendments apply to the County’s five unrepresented employee units, which are Unit 60 (Legislative Group; e.g., Board of Supervisors), Unit 30 (Confidential Employees), Unit 62 unrepresented Senior Management Employees), Unit 61 (unrepresented Executive Management Employees), and Unit 00 (unrepresented Extra Help employees).

Section 8.1 increases the Bilingual Pay Differential Allowance from \$75 to \$80 per pay period. Section 8.7 adds the newly created Chief Deputy County Counsel classification to the Professional Allowance provisions and increases the professional business allowance for the Chief Deputy County Counsel, Chief Deputy Public Defender and Chief Deputy District Attorney classes from \$25 to \$50 per pay period.

FINANCIAL IMPACT:

Adoption of the changes for unrepresented confidential and management employees is projected to increase payroll costs by a total of \$9,570 through October 28, 2028. Of this total cost, \$411 is during FY2025/26, \$4,071 is during FY2026/27, \$4,071 is during FY2027/28, and \$1,018 is during FY 2028/29.

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2025/26 Working Budget.

ALTERNATIVES:

The Board may choose not to adopt the resolution and/or authorize the proposed changes to the Personnel and Salary Resolution; however, this is not consistent with the Board's direction to treat all employees in equitable manner.

OTHER AGENCY INVOLVEMENT:

The Human Resources Department worked in conjunction with the County Administrator's Office in negotiating the successor collective bargaining agreements and the proposed changes for the unrepresented units.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2026 - _____
RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS AMENDING
THE PERSONNEL AND SALARY RESOLUTION

Whereas, the Personnel and Salary Resolution establishes benefits, working conditions, and related terms and conditions of employment for employees not covered under a collective bargaining agreement or who are exempt from the County's civil service regulations; and

Whereas, the Personnel and Salary Resolution requires modification from time to time.

Resolved, that the Solano County Board of Supervisors amends the Personnel and Salary Resolution as set forth below.

I. 8. INCENTIVES AND DIFFERENTIALS

8.1 Bilingual Pay

B. Bilingual Pay Differential Allowance

1. Designated employees shall be eligible to receive additional compensation at the rate of ~~seventy-five~~ eighty dollars (~~\$75.00~~) (\$80.00) per pay period (approximately ~~\$1,950.00~~ \$2,080.00 per year).
2. Such compensation shall be effective the first day of the payroll period following certification by the Department of Human Resources that the employee is eligible to receive the bilingual differential.

[Remainder of Section 8.1 remains unchanged]

II. 8.7 Professional Allowance

Each attorney in the classes of Chief Deputy County Counsel, Chief Deputy Public Defender and Chief Deputy District Attorney will receive ~~\$25.00~~ fifty dollars (\$50.00) per pay period as a professional business allowance to cover costs of work-related items including, but not limited to, training (registration fees, lodging, etc.), reference materials or other professional expenses. Plans for expenditure of this allowance must be submitted to the appointing authority for approval.

Resolved, the amounts described in these amendments shall be effective starting on the pay period beginning July 5, 2026, and shall not be retroactively applied.

Further resolved, that the Solano County Board of Supervisors authorizes the Director of Human Resources to make any technical corrections required to effectuate this Resolution.

Passed and adopted by the Solano County Board of Supervisors at its meeting on June 23, 2026,
by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

MONICA BROWN, Chair
Solano County Board of Supervisors

ATTEST:
IAN M. GOLDBERG, Clerk
Solano County Board of Supervisors

By: _____
Alicia Draves, Chief Deputy Clerk

PERSONNEL AND SALARY RESOLUTION



COUNTY OF SOLANO

Department of Human Resources
As Amended through June 23, 2026 ~~November 18,~~
~~2025~~

Summary of Amendments since ~~June 23, 2026~~ ~~November 18, 2025~~ to the Personnel and Salary Resolution

Date Adopted	Sections Amended	Label	General Description of Amendment
12-09-2014	6.1	Medical Insurance	Added unrepresented Extra Help Employees who qualify under the Affordable Care Act
12-09-2014	6.2	Retiree Medical Insurance.	Clarify language regarding participation of qualifying Extra Help employees.
12-09-2014	6.3.1	Cafeteria Plan for Regular, Limited-Term and Probationary Employees	Separating out regular, limited term and probationary employee from Extra Help employees.
12-09-2014	6.3.2	Cafeteria Plan for Unrepresented Extra Help employees	New section; sets the county's contribution for qualifying Extra Help employees.
06-23-2015	10	Sick Leave	Removing provisions already contained in the County's Sick Leave Policy, adding sick leave for extra help employees, and amending the definition of "immediate family."
07-19-2015	10	Sick Leave	Excludes a CalPERS retired annuitant from the sick leave provisions, consistent with the requirements of Labor Code 245.5(a)(5).
11-03-2015	5.9	Longevity	Added longevity compensation of 2.5% for Confidential Employees with 35 years of continuous County service.
11-03-2015	6.4	Dental Insurance	Eligibility period for the dental insurance was reduced to beginning of the first of the month following appointment with the County.
11-03-2015	6.5	Vision Insurance	Eligibility period for the vision insurance was reduced to beginning of the first of the month following appointment with the County.
11-03-2015	6.6	Life Insurance	Eligibility period for the life insurance was reduced to beginning of the first of the month following appointment with the County.
12-08-2015	6.3.2 6.10 9	Vacation, PERS Employer Cost Sharing, and Cafeteria Plan contribution increase for coverage of employee plus two or more	Modifies vacation cash out provision to provide irrevocable election period from November 1 st to December 20 th of the preceding year; eliminates the PERS rate cost share effective January 1, 2017 and increases the County's Cafeteria Plan contribution by \$50/month
03-11-2016	6.6	Life Insurance	Technical correction to match the numeric value to the written "thirty-five thousand dollars (\$35,000)"
03-22-2016	6.8 7.1	Short Term Disability Workers Compensation	Harmonized treatment of Paid Family Leave with State Disability Insurance; moved related language from 7.1 to 6.8.

12-06-2016	New 4.7	Compensation Survey of Elected Officials	New section which specifies that a salary survey for the five elected department heads is to be conducted prior to the filing period.
12-06-2016	4.8	Authority of Director of Human Resources	Renumbered from 4.7
12-06-2016	5.4	Merit Increases within Grade	Exempts Board of Supervisors Aide
12-06-2016	9L 10H	Vacation Sick Leave	An employee who becomes an elected official shall have their vacation and sick leave paid out upon assuming the elected position.
12-06-2016	13.6	Military Leave of Absence	Increases the County paid military leave to the greater of State law or 190 hours per fiscal year.
12-13-2016	8.5	Executive Management Business Expense	Reinstatement of this benefit
12-13-2016	8.6	Automobile Allowance	Reinstatement of this benefit
12-13-2016	9	Paragraph M	Amendments to vacation cash-out
10-03-2017	Various	Salary Grade	Deleting "salary grade" and thereby making corrections in the definition of recruiting step, in the definition of y-rate, authority of Board of Supervisors to specify salary, merit increases within grade, salary upon promotion, salary upon demotion, salary upon reclassification, changes in salary allocation, limited extra help benefits, and rejection of employee during the probationary period.
10-03-2017	6.3.1	Cafeteria Plan	Deletes sunset date for additional \$50 contribution to cafeteria plan
10-03-2017	8.7	Professional Allowance - NEW	Adds \$25 per pay period to class of Chief Deputy Public Defender and Chief Deputy District Attorney
10-03-2017	14	Holidays	Adds one floating holiday annually to be used between January 1 st and December 31 st
12-5-2017	6.3.1	Cafeteria Plan	Additional County contribution for Cafeteria Plan
03-13-2018	14	Holidays	Paid floating holiday
04-02-2019	2.4	Personal Relationships	Personal Relationships Policy added
08-13-2019	5.5	Salary Upon Promotion	Provides a means for employees to receive a higher step upon promotion
09-10-2019	5.4.B	Merit Increases	Add clarifying language that a leave of absence due to workers' compensation leave does not extend the merit increase eligibility date
09-10-2019	6.3.1	Cafeteria Plan	Continued the alternative \$80 additional County contribution for family coverage, based on the employee's classification's maximum pay rate

09-10-2019	6.12.D	Tuition Reimbursement	Effective July 1, 2020, increased the maximum tuition reimbursement amount
09-10-2019	6.17	401(a) Defined Contribution Plan	Add new section for Executive Management Group and Senior Management Group to participate in the 401(a) plan
09-10-2019	9.H	Vacation	Increased maximum vacation accrual cap of Senior Management Group employees with 79 through 260 pay periods of County service
09-10-2019	10.E	Sick Leave	Increased family sick leave for Executive Management Group and Senior Management Group employees.
09-10-2019	10.I	Sick Leave	Add clarifying language that an employee who is rehired receives previously accrued and unused sick leave if hired into a regular or limited term position
09-10-2019	14.I.1	Holidays	Added half-day of Christmas Eve Day and New Year's Eve Day effective 2020
11-19-2019	13.6	Military Leave of Absence	Added a supplemental military pay program
10-21-2022	5.9	Longevity Pay	Effective the first pay period in July 2023, provided confidential employees 2.5% at 15, increase maximum to 15%.
10-21-2022	6.3.1	Cafeteria Plan	Effective January 2023, County contribution will be 80% of Kaiser Region 1 family rate; \$80 supplemental amount sunsets in December 2022; \$50 supplemental amount to sunset in October 2025.
10-21-2022	6.3.2	Cafeteria Plan for Unrepresented Extra Help Employees	Effective January 2023, County contribution will be 80% of Kaiser Region 1 family rate.
10-21-2022	6.7	Deferred Compensation	For Executive, Legislative and Senior Management, effective January 2023, County dollar for dollar match shall be \$25.00 per pay period, in January 2024 the amount shall be \$50.00 per pay period and in January 2025 the amount shall be \$75.00 per pay period.
10-21-2022	6.12	Tuition Reimbursement	Effective January 1, 2023, the amount shall be \$5,000 per fiscal year.
10-21-2022	8.1	Bilingual Pay	Amount shall be \$75.00 per pay period.
10-21-2022	8.5	Executive Management Business Expense Allowance	Effective July 1, 2023, the amount shall be \$75.00 biweekly.
10-21-2022	8.6	Automobile Allowance	Effective July 1, 2023, Level 1 amount shall be \$300.00 and Level 2 amount shall be \$200.00.
10-21-2022	8.8	NEW – Emergency Response Compensation	Local emergency proclamation by the Board or the County Administrator and ratified by the Board lasting more than 3 consecutive days, employees who work in excess of 40

			hours in the work week shall be compensation at their hourly rate for each hour worked in the EOC up to a combined maximum of 100 hours per fiscal year.
10-21-2022	12	Bereavement Leave	Added adopted brothers and sisters of the employee and present spouses of adopted brothers and sisters.
10-21-2022	14	Holidays	Renamed Columbus to Indigenous Peoples' Day. Effective January 1, 2023, restored 1 floating holiday to Executive, Legislative and Senior management. Recognized Juneteenth (June 19 th) as an unpaid holiday; County business hours will not change, and employees may use their accrued vacation leave or floating holiday to take the day off.
10-21-2022	All	N/A	Changed pronouns to gender-neutral pronouns.
01-10-2023	6.16	Administrative Leave	Effective the pay period of January 22, 2023, employees not terminating and accepting a regular position within the County that does not qualify to receive Administrative Leave shall convert all unused Administrative Leave hours to the RHS account.
01-10-2023	8.5	Executive Management Business Expense Allowance	Effective the pay period of January 22, 2023, added Assistant Department Heads and Undersheriff to receive allowance.
01-10-2023	8.9	NEW – Management Business Expense Allowance	Effective the pay period of January 22, 2023, Chief Deputy and senior management will receive a business expense allowance in the amount of \$50 per month.
01-10-2023	8.10	NEW – Unit 00 Employee Recognition-Retention Payment	Payable the last pay check in February 2023, unrepresented extra-help employees shall receive a one-time bonus in the amount of \$1,500 (pro-rated based on the employee's full-time equivalence over the past 12 months with the look-back period of Sept-2021 thru Sept-2022). To qualify, must be employed as of September 4, 2022 and be employed with the County at the time when the payment is made.
11-18-2025	5.4	Merit Increase	Remove obsolete merit increase language for those hired or promoted before 2012.
11-18-2025	5.8	Salary Upon Reclassification	Streamlined language to clarify Y-Rating process and associated time limits.
11-18-2025	5.9	Longevity Compensation	Clarifies employee eligibility for County longevity pay, the qualifications for when such longevity may be included in CalPERS pension reporting.

11-18-2025	5.10	Working Out of Class	Incorporate 2023 language which added 15 year longevity at 2.5% Add eligibility for employees to work out of class when an incumbent is on a long-term leave.
11-18-2025	6.3.1	Cafeteria Plan for Regular, Limited Term and Probationary Employees	Clarify section pertains to unrepresented employees. Remove obsolete contribution language from past years. Extend \$50 family contribution to remain in effect through October 31, 2028.
11-18-2025	6.3.2	Cafeteria Plan for Unrepresented Extra Help Employees	Remove obsolete contribution language.
11-18-2025	6.7	Deferred Compensation	Clarify that this section applies to eligible unrepresented employees and remove obsolete contribution language from previous years.
11-18-2025	6.10.G	Retirement – Employee Payment of PERS Member Contribution	Item 4. Delete employee payment of employer contribution language.
11-18-2025	6.12	Tuition Reimbursement Program	C.10 Add “C” as the passing grade and allow for “CR” when class is a required milestone to complete degree program. D.2.a-b Allow for maximum number of courses to be taken within a fiscal year when attending non-traditional schools. Remove obsolete tuition reimbursement amounts from previous years. E. Add that requests must be submitted prior to course start date.
11-18-2025	6.16	Administrative Leave-Management and Unrepresented Employees	B.3. Remove obsolete effective dates for current language.
11-18-2025	7.2	Temporary Modified Duty Assignments	C. Clarify that such assignments will be determined in accordance with the American’s with Disabilities (ADA) and applicable state law. Each request is evaluated individually, and in consideration of medical documentation, operational needs and potential undue hardship. D-E. Clarify priorities of light duty assignments when multiple employees seek such assignments.

			F. Provide guidance on when light duty assignments will conclude (e.g. employee released to full duty, employee can no longer perform the temporary assignment etc.)
11-18-2025	8.1	Bilingual Pay	B. Remove old allowance language.
11-18-2025	8.2	Standby	B. Increase hourly amount to \$4.00 on weekdays and \$5.00 on the weekends and holidays.
11-18-2025	8.5	Executive Management Business Expense Allowance	Remove obsolete language and update current amounts to reflect \$75 biweekly.
11-18-2025	8.6	Automobile Allowance	Remove obsolete language and update allowance to reflect Level 1 \$300 and Level 2 \$200 and \$250 when CAO authorizes.
11-18-2025	8.9	Management Business Expense Allowance	Remove obsolete effective date language.
11-18-2025	8.10	Unit 00 Employee Recognition Retention Payment	Remove obsolete language.
11-18-2025	9.0	Vacation	Clarify the section applied to unrepresented employees. Increase maximum vacation accrual cap by 40 hours in each tier throughout section.
11-18-2025	11.3	Guidelines for Donation of Leave Credits to the Leave Contribution Program	G. Correction to referenced paragraph from J to H.
11-18-2025	12	Bereavement Leave	A. Update language to reflect "current foster", "domestic partner", replace "brothers and sisters" with "siblings" where applicable. B. Update language to reflect applicable hours for bereavement leave, including use of bereavement leave for reproductive loss by grandparents.
11-18-2025	13.2	Family and Medical Leave	Add domestic partner as immediate family members. Clarify that employee can designate a non-family member under FMLA/CFRA.
11-18-2025	14	Holidays	I.1 Remove specific time for half holidays, and add that employee is allowed to use this time for the last four hours of their work shift on the applicable dates. Identified the 4 th Friday in November as the Day following Thanksgiving holiday. I.2 Update language to remove effective date of additional floating holiday in

11-18-2025	19	Grievances	subparagraphs b and c and renumbered paragraphs Clarify this section applies to employees who are not represented by a Memorandum of Understanding
<u>06-23-2026</u>	<u>8.1</u>	<u>Bilingual</u>	<u>B. Increase amount to \$80 per pay period.</u>
<u>06-23-2026</u>	<u>8.7</u>	<u>Professional Allowance</u>	<u>Adds the newly created Chief Deputy County Counsel classification and increases amount to \$50 per pay period.</u>

Personnel and Salary Resolution

1.	DEFINITIONS	12
2.	TERMS AND CONDITIONS OF EMPLOYMENT	14
2.1	Regulation of Employees	14
2.2	Appointments	14
2.3	Apprentice Agreements	16
2.4	Personal Relationships	16
3.	RESERVED	18
4.	STANDARDIZED SALARY SCHEDULE	18
4.1	Number and Classification of Budgeted Positions in Various County Departments and Offices ..	18
4.2	Alphabetical Listing of Classes and Salaries	18
4.3	Authority of Board of Supervisors to Specify Salary	19
4.4	Regulation of Compensation	19
4.5	Departmental Position Allocation List	19
4.6	Compensation of Members of the Board of Supervisors	20
4.7	Compensation Survey of Elected Officers	20
4.8	Authority of the Director of Human Resources	20
5.	SALARIES	20
5.1	Salary Ranges and Pay Date	20
5.2	Pay for New Employees	20
5.3	Salary Upon Reemployment	21
5.4	Merit Increases	21
5.5	Salary Upon Promotion	23
5.6	Salary Upon Transfer	23
5.7	Salary Upon Demotion	23
5.8	Salary Upon Reclassification	24
5.9	Longevity Compensation	24
5.10	Working Out of Class	26
5.11	Changes in Salary Allocation	27
5.12	Overpayments and Underpayments	27
5.13	Assumption by County of Functions and Personnel of Another Governmental Agency	29
5.14	Disposition of Additional Fees, Commissions, Etc., Received by Officers and Employees	29
5.15	Permanent Expiration of Grant Funded Programs	29
5.16	Employee Recognition	29
6.	BENEFITS	30
6.1	Medical Insurance	30
6.2	Retiree Medical Insurance	30
6.3.1	Cafeteria Plan for Regular, Limited-Term and Probationary Employees	30
6.3.2	Cafeteria Plan for Unrepresented Extra Help Employees	31
6.4	Dental Insurance	31
6.5	Vision Insurance	32
6.6	Life Insurance	32
6.7	Deferred Compensation	33

6.8	Short Term Disability Insurance	33
6.9	Long Term Disability Insurance	34
6.10	Retirement	34
6.11	Social Security and Medicare	37
6.12	Tuition Reimbursement Program	37
6.13	Limited Extra Help Benefits.....	40
6.14	Unemployment Benefits	40
6.15	Exempt Employees – Exhaustion of Leave.....	40
6.16	Administrative Leave – Management and Unrepresented Employees.....	41
6.17	401(a) Defined Contribution Plan	42
7.	WORKERS’ COMPENSATION	42
7.1	Workers’ Compensation	42
7.2	Temporary Modified Duty Assignments	44
8.	INCENTIVES AND DIFFERENTIALS	45
8.1	Bilingual Pay.....	45
8.2	Call Back and Standby Pay Differential	46
8.3	Shift Differential.....	47
8.4	Management Business Expense.....	47
8.5	Executive Management Business Expense Allowance	48
8.6	Automobile Allowance.....	48
8.7	Professional Allowance	48
8.8	Emergency Response Compensation.....	49
8.9	Management Business Expense Allowance	49
9.	VACATION	49
10.	SICK LEAVE.....	51
11.	LEAVE CONTRIBUTION PROGRAM	53
11.1	Eligibility for Leave Contribution Program.....	53
11.2	Benefits of the Leave Contribution Program	53
11.3	Guidelines for Donation of Leave Credits to the Leave Contribution Program.....	54
12.	BEREAVEMENT LEAVE	54
13.	OTHER LEAVES	55
13.1	Maternity Leave	55
13.2	Family and Medical Leave.....	56
13.3	Jury Duty	56
13.4	Time Off for Blood Donation.....	57
13.5	Time Off for Promotional Examinations	57
13.6	Military Leave of Absence.....	57
13.7	Leave of Absence Without Pay	61
14.	HOLIDAYS	62
15.	PROBATIONARY PERIOD	64
15.1	Probationary Period.....	64
15.2	Rejection of Employee During the Probationary Period.....	65
16.	RESERVED.....	66
17.	FURLOUGHS.....	66
17.1	Closure of County Facilities to Achieve Cost Reductions.....	66
17.2	Employees’ Pay Reductions/Accrual of Deferred Hours.....	66
17.3	Employees Exempt from Pay Reductions/Deferred Hours.....	67
17.4	Paid if Required to Work.....	67

17.5	Furlough Days on Scheduled Day Off.....	67
17.6	Impact of Furlough on Benefits	67
17.7	Impact of Furlough on Holidays.....	67
17.8	Treatment of Deferred Hours at the End of the Fiscal Year	67
17.9	Terminating Employees	67
17.10	Effects of Furlough	68
18.	DISCIPLINARY ACTION	68
19.	GRIEVANCES	69
19.1	Grievance Definition	69
19.2	Grievance Purpose	69
19.3	Grievance Steps	69
19.4	Grievance Conditions.....	70
20.	HOURS OF WORK AND OVERTIME	71
20.1	Hours of Work.....	71
20.2	Overtime	71
20.3	Rest Periods	73
21.	RESERVED.....	73
22.	OTHER PROVISIONS	73
22.1	Duties Imposed on Officers and Employees to be Performed; Staggering of Hours of Employment 73	
22.2	Mileage Reimbursement.....	73
22.3	Travel Reimbursement for Executive Management Employees and Elected County Officials	74
22.4	Medical Examination Program.....	74
22.5	Licensing and Certification Fund.....	74
22.6	Moving and Relocation Expense Allowance Policy.....	74
	Appendix A – Regarding Payment of Enhanced Pension Formula (PERS 2.7% @ 55)	76
	Appendix B – Regarding Payment of Enhanced Pension Formula (PERS 2% @ 50)	77
	Appendix C – Regarding Payment of Enhanced Pension Formula (PERS 3% @ 50)	78
	Appendix D – Effects of Furlough.....	79

1. DEFINITIONS

For the purposes of this Resolution the following words and phrases shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

APPOINTING AUTHORITY - The Board, Commissions, person or groups of persons having lawful authority to appoint or to remove persons from positions in the County service, or persons designated by such appointing authority to perform those duties which legally may be delegated.

AT WILL – An employee who serves at the pleasure of the Appointing Authority, County Administrator or Board of Supervisors as specified.

BOARD - The Board of Supervisors of the County of Solano.

CLASS - A position or group of positions established under the Solano County Code, sufficiently similar in respect to the duties, responsibilities and authority thereof that the same descriptive title may be used to designate each position allocated to the class, that the same requirements as to education, experience, capacity, knowledge, ability and other qualifications should be required of the incumbents, that the same tests of fitness may be used to choose qualified employees and that the same schedule of compensation can be made to apply with equity.

CLASSIFIED EMPLOYEE – A category of employee who is a member of the Civil Service and whose employment is subject to the rules and regulations of the Civil Service and Solano County Code.

COMMISSION OR CIVIL SERVICE COMMISSION - The Civil Service Commission of the County.

CONTINUOUS SERVICE - Shall mean employment in a regular position which has not been interrupted by resignation, discharge, layoff, or retirement.

CONTRACT EMPLOYEE - An individual hired pursuant to a written agreement. A contract employee is only entitled to those rights and benefits specifically enumerated in the written agreement.

COUNTY - The County of Solano.

DIRECTOR - The Director of Human Resources of the County of Solano.

EMPLOYEE - A person who is legally an incumbent of a position in the non-exempt or exempt service, or who is on leave of absence according to this Resolution and whose position is held for the employee's pending return; any elected official or their exempt appointees; any regular employee who temporarily accepts appointment to an exempt position in the County service.

EXECUTIVE MANAGEMENT – A category of employees excluded from the Civil Service which includes employees responsible for formulating and overseeing implementation of policy, including the County Administrator, appointed and elected Department Heads, Assistant Department Heads, and key managerial employees with policy-making authority and responsibilities and/or who exercise high level of responsibilities within the County.

EXTRA HELP EMPLOYEE - A person who is employed for the purpose of relieving or augmenting regular staff in the accomplishment of work. Extra help employees shall not be used to circumvent filling of regularly allocated positions except on a temporary basis and cannot work more than 999 hours in a fiscal year. Extra help employees shall be excluded from civil service and shall not have the property rights to regular or continued employment. Time spent in such an appointment shall not constitute a part of the probationary period.

LIMITED TERM EMPLOYEE - An employee employed for a predetermined and specified period of time as provided by Section 2.31 of the Civil Service Rules. Limited term employees shall accrue all benefits of regular employees during their period of employment.

LIMITED TERM POSITION - A position established on a full time or part time basis, but with an understood termination date. Positions allocated as limited term-regular shall accrue all benefits of the class including seniority under Section 2.31 of the Civil Service Rules.

MID-MANAGEMENT – A category of employees excluded from the Civil Service which includes mid-level managers responsible for management duties including implementing policy and/or overseeing programs and employees.

POSITION - A group of current duties and responsibilities assigned by competent authority requiring the full-time or regular part-time position.

PROBATIONARY EMPLOYEE - An employee who is serving a probation period and is employed in either a regular full-time regular part-time or regular part-time intermittent position.

PROVISIONAL APPOINTMENT - An appointment made in the absence of an eligible list. Only the Director of Human Resources may authorize a provisional appointment. An appointment in this status is limited to thirty (30) days after establishment of a new eligible list or a maximum of six (6) months, whichever shall occur sooner.

PROVISIONAL EMPLOYEE - An employee holding a position under provisional appointment, pending a competitive examination for the class.

RECRUITING STEP - The first step of the salary range allocated to a class.

REGULAR EMPLOYEE - An employee who is not on probation and is employed in either a regular full-time or regular part-time position.

REGULAR FULL-TIME POSITION - A position established on a permanent year around basis requiring work on a regular schedule of at least forty (40) hours per week or eighty (80) hours a pay period.

REGULAR PART-TIME INTERMITTENT EMPLOYEE - An employee who is not on probation and is employed in a regular part-time intermittent position.

REGULAR PART-TIME INTERMITTENT POSITION - A position established on a permanent year-round basis requiring work on an on-call or irregular basis averaging 20 hours or more per week, but less than 40 hours per week or 80 hours a pay period. Employees who fill these positions augment regular staff when there

is a need to maintain adequate work coverage. Non-salary related benefits would be based upon allocation of the position.

REGULAR PART-TIME POSITION - A position established on a permanent year-round basis requiring work on a regular schedule of less than forty (40) hours per week.

SENIOR MANAGEMENT – A category of employees excluded from the Civil Service which includes employees who are not Department Heads, Assistant Department Heads or designated key managerial employees, but who are otherwise responsible for formulating and overseeing implementation of policy on behalf of the County and have a high level of independent managerial responsibility.

UNDESIGNATED EMPLOYEE – An employee who is not designated as a member of the Legislative, Executive Management, Senior Management, Mid-Management or Classified Service and who may or may not be represented by a recognized collective bargaining representative.

Y-RATE - A pay rate outside of the assigned salary range of class.

2. TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Regulation of Employees

- A.** Except as otherwise provided by the Personnel and Salary Resolution, Solano County Code, state or federal law, employees who are members of the Classified Service shall hold their positions subject to the rules and regulations established by the Civil Service Commission. All employees shall hold their positions subject to the ordinances, rules and regulations adopted by the Board of Supervisors.
- B.** County employees shall not engage in any activity, which constitutes a conflict of interest due to the nature, conditions, or some other aspect of the activity. Any officer or employee wishing to engage in any occupation or outside activity for compensation shall inform their department head, in advance, of the time required and the nature of such activity. It shall be the responsibility of each department head to ensure that employees in their department do not engage in any activity, which constitutes a conflict of interest.

2.2 Appointments

- A.** Individuals employed by the County are categorized as follows: Legislative, Executive Management, Senior Management, Mid-Management, Classified and Undesignated.

- 1.** Legislative, Executive and Senior Management

- All employees hired, promoted, voluntarily transferred pursuant to employee-initiated request, or voluntarily demoted pursuant to employee-initiated request, into positions which are designated as Legislative, Executive Management or Senior Management shall be designated at-will and will serve at the pleasure of the Appointing Authority. Such employees may be released from employment at any time in the discretion of the Appointing Authority.

Employees in designated positions which are federally funded and are required by state or federal law to be subject to a merit system shall continue to be employed pursuant to the rules and regulations of an approved merit system.

Employees currently designated as at-will pursuant to the Solano County Code, Personnel and Salary Resolution, state or federal law will continue in that status without change.

Employees who were previously designated as members of the Civil Service, or terminable only for cause, who elect to waive their Civil Service and/or "for cause" status in writing will become at-will. Employees who do not elect to waive their Civil Service status will remain subject to the rules and regulations of the Civil Service until such time the employee voluntarily promotes, transfers, demotes, resigns or retires from the position. Employees who do not elect to waive their "for cause" status will remain subject to the "for cause" procedures set forth below in **Section 18, Disciplinary Action, paragraph D** until such time the employee voluntarily promotes, transfers, demotes, resigns or retires from the position.

Employees designated Legislative are elected members of the Board of Supervisors.

2. Mid-Management

All employees hired, promoted, voluntarily transferred pursuant to employee-initiated request, or voluntarily demoted pursuant to employee-initiated request into positions which are designated as Mid-Management shall serve a probationary period as set forth in Section 3 of this Personnel and Salary Resolution. Following completion of the probationary period, employees designated Mid-Management will be subject to suspension, demotion, or termination only for cause under the procedures set forth herein in **Section 18, Disciplinary Action**.

Employees who were previously designated as members of the Civil Service and who elected or elect to waive their Civil Service status in writing in exchange for a "for cause" status will be designated or continue to be designated "for cause." Employees who were formerly subject to the provisions of the Civil Service and who did not elect to waive their Civil Service status will remain subject to the rules and regulations of the Civil Service.

Employees in designated positions which are federally funded and are required by state or federal law to be subject to a merit system shall continue to be employed pursuant to the rules and regulations of an approved merit system.

3. Classified Service

Employees who are designated as Classified are employed subject to Civil Service rules and regulations.

4. Undesignated

Employees who have not been categorized as members of the Legislative, Executive, Senior, Mid-Management or Classified Service shall be deemed to be at-will unless

otherwise designated pursuant to a memorandum of understanding or other writing approved by the Board of Supervisors. Undesignated Employees upon whom “just cause” status has been conferred continue to be subject to the terms of probationary employment as outlined in this Personnel and Salary Resolution.

B. All appointive department heads shall be appointed by the Appointing Authority as designated by the Solano County Code, state or federal law. All other appointments to positions shall be made by the department head in accordance with the rules of the Civil Service Commission, the Personnel and Salary Resolution or the Solano County Code. Department heads shall appoint to positions in the classified service only from those persons who are certified to them by the Director of Human Resources as being eligible for the particular classification of employment, except as elsewhere provided. Appointments shall be made in writing on forms prescribed by the Director of Human Resources. A copy of the appointment, signed by the department head or designee and approved by the Director of Human Resources, shall be delivered to the Auditor-Controller before payment shall be made to any employee.

C. Conflict of Interest

Whenever the County or any department thereof is in need of services unclassified by its ordinances or resolutions for which services there exists an urgent and immediate need, the County Administrator may authorize temporary filling of such vacancy for up to thirty (30) days, under such terms and conditions as in its judgment the circumstances may require.

D. Ordinarily an extra-help position will not be authorized for a period exceeding 999 hours. In unusual circumstances, and at the discretion of the County Administrator and the Director, an extra-help position may be authorized for more than 999 hours provided such period shall not exceed one year.

2.3 Apprentices Agreements

The Board of Supervisors may, from time to time, enter into agreements for the employment of apprentices pursuant to the provisions of the Apprentices Labor Standards Act of 1939 (Chapter 4, Division 3 of the Labor Code of the State). Notwithstanding anything in this Section to the contrary, the compensation and terms of employment of apprentices employed under such apprentice agreements shall be governed by the provisions of such apprentice agreements. Persons hired as apprentices shall be maintained on the probationary level until the apprenticeship has been completed.

2.4 Personal Relationships

A. It is the intent of the Board of Supervisors of Solano County to provide a workplace as free as possible from real or perceived bias or acts of favoritism due to personal relationships. It is inappropriate for an employee to use their personal power or influence to aid or hinder another in the employment setting because of a personal relationship.

B. No one involved in a personal relationship with an elected or appointed County official or employee may serve in or be appointed, promoted, demoted or transferred to a position which involves a direct supervisor-subordinate relationship, or a work situation described below. For purposes of this rule, the department head, the assistant department head or chief deputy or deputy department head are considered in the direct line of supervision of all employees in that department.

1. Direct line of supervision, as defined for purposes of this rule, includes any situation in which the official or employee would be in a position to affect the terms and condition of another's employment, including making decisions about work assignments, compensation, grievances, disciplinary action, advancement or performance evaluation.
 2. Work situations which should also be avoided by individuals who have a personal relationship are **a)** working in a small unit in close association with each other; or **b)** working for the same supervisor; or **c)** having an indirect supervisor/subordinate relationship; or **d)** auditing the work or exercising fiscal control over a person with whom they have a personal relationship, regardless of organizational separation; or **e)** participating in the development and/or administration of an examination or a hiring interview of a person with whom they have a personal relationship.
 3. Personal relationships include, but are not limited to, associations with individuals by blood, adoption, foster arrangement, any current or previous marriage (including in-laws) and/or living in the same household and any business or financial relationships which involve amounts in excess of \$10,000 per employee.
- C.** Employees who become involved in a personal relationship, after the effective date of this rule (November 1, 1994) and work in a direct supervisor-subordinate relationship or a work situation described above shall be subject to this rule. It is the responsibility of the employees involved in the relationship to bring this situation to the attention of their appointing authority who will then bring it to the attention of the Director of Human Resources. In the absence of an "appointing authority" an elected official involved in a personal relationship shall bring this situation directly to the attention of the Director of Human Resources. Failure to report a personal relationship by a party may result in disciplinary action with the employee with the higher level of authority being held most accountable.
1. In applying this paragraph, the County will initially allow the affected employees to determine which employee will remain in ~~his or her~~ their current position. The County will make reasonable efforts to transfer one employee to a position where no such potential conflict would exist.
 2. In the event such a transfer is not feasible, the employees shall be given the opportunity to make the decision as to which one shall resign.
 3. In the event neither employee resigns, the least senior (as defined under rules dealing with layoff) employee shall be laid off with reinstatement rights to a position of the same or similar salary/qualifications.
 4. The County Administrator shall be the final determining authority in all such matters.
- D.** Requests to deviate from the provision of this section due to unusual circumstances, shall be submitted in writing by the department head to the Director of Human Resources and shall include the following information:

1.
 - a. The name and addresses of the persons concerned
 - b. Their class title, division, section and work units
 - c. Work location, including city and building
 - d. The names of immediate supervisors and subordinates

2. The Director of Human Resources shall review the request and make a recommendation to the County Administrator. Primary considerations will be to minimize problems of supervision, safety, security or morale. Consideration will also be given to such relevant factors such as recruiting difficulty, agency reporting relationships, work location, function of the work process, and any other factors having a valid bearing on the accomplishment of the program goals and/or a potential job performance of current employees and the persons involved.

3. The County Administrator will make a final decision to approve or disapprove the request based on the Director of Human Resources recommendation and in the best interests of Solano County.

- E. The provisions of this section shall not apply to those employees who at the date of adoption of this rule are in violation of the provisions outlined in this section provided appropriate written declarations are filed with the Director of Human Resources prior to the effective date of this section. Any report of a pre-existing situation will be maintained confidentially, to the extent possible, and used only for the purpose of verifying the existence of a pre-existing situation if this situation subsequently becomes an issue. However, the provisions shall be applied in all subsequent cases involving the appointment or promotion of county employees and in cases involving marriage of a county employee or other change resulting in county employees becoming related under the definition of personal relationships.

3. RESERVED

4. STANDARDIZED SALARY SCHEDULE

4.1 Number and Classification of Budgeted Positions in Various County Departments and Offices

- A. The number and classification of positions shall be as authorized by the Board of Supervisors, and may be the same or less or more than those set forth as budgeted.

- B. No department head shall hire permanent, probationary or limited-term employees in excess of the positions actually authorized by the Board of Supervisors.

- C. A department head may employ extra-help, in any classification authorized by the Director, within the department budget for such help.

4.2 Alphabetical Listing of Classes and Salaries

The Solano County Alphabetical Listing of Classes and Salaries, designating class titles in alphabetical order and allocation of such classes to the grades in the basic salary schedule, is hereby incorporated by reference. All classes in the listing are considered to be a part of the classified service, except as excluded by **Section 20-13, Chapter 20, Solano County Code**.

4.3 Authority of Board of Supervisors to Specify Salary

Notwithstanding anything in this Resolution to the contrary, the Board of Supervisors may, upon recommendation of the Director of Human Resources specify that the incumbent of a particular position shall occupy a step on the salary range for that class, either higher or lower than that provided elsewhere in this Resolution, and establish a new merit increase eligibility date.

4.4 Regulation of Compensation

The regulation of salary range of compensation for officers and employees of the County will be fixed by resolution of the Board of Supervisors.

4.5 Departmental Position Allocation List

A. The Solano County Position Allocation List, designating all regular full-time, regular part-time and limited-term positions by department is hereby incorporated by reference. All positions in the list are considered to be a part of the classified service, except as excluded by **Section 20-13, Chapter 20 Solano County Code**.

B. The Director of Human Resources may temporarily increase the number of positions in a department without further approval of the Board of Supervisors in the following situations:

- 1. a.** The purpose is to rehabilitate an employee (a) whose physical capacity has been reduced because of a County work-related injury or illness; (b) who is unable to competently perform the duties of their former job; but (c) who the County Health Officer has certified as physically able to perform the duties of the position to be temporarily allocated.

OR

- b.** An employee is absent from the workplace due to a personal or industrial illness, injury or disability and the department determines it is necessary for the department to hire a replacement employee in order to continue to provide services.
- 2.** It is for a specific period of time, all of which is within the same fiscal year or until the budget for the new fiscal year is adopted.
- 3.** The department head certifies that sufficient funds are available in the departmental budget to fund the position.
- 4.** A need for the additional services has been certified by the department head as described in 1, above.
- 5.** The Director of Human Resources, with the concurrence of the County Administrator's Office, may temporarily increase the number of positions in a department without further approval of the Board of Supervisors when an employee has announced their retirement/separation from the County and the department has a compelling reason that the retiree should train their replacement.

4.6 Compensation of Members of the Board of Supervisors

Each Supervisor of the County Board of Supervisors shall receive a salary as established by the Board of Supervisors for services rendered.

4.7 Compensation Survey of Elected Officers

The Director of Human Resources shall conduct a salary survey for the positions of assessor-recorder, auditor-controller, district attorney, sheriff-coroner, tax collector-treasurer-county clerk. The survey shall be completed prior to the filing period for elected office and will be presented to the Board of Supervisors for informational purposes and/or action.

4.8 Authority of the Director of Human Resources

The Director of Human Resources shall create, maintain and promulgate all official listings and documents incorporating the classes, compensation, positions and numbers of employees as authorized by the Board of Supervisors.

5. SALARIES

5.1 Salary Ranges and Pay Date

Salary ranges for classifications shall be listed in the Alphabetical Listing of Classes and Salaries. Employees shall be paid every other Friday.

- A. A pay period shall begin on a Sunday and end on a Saturday (14 days) and shall consist of eighty (80) working hours except for those alternate Fair Labor Standards Act (FLSA) pay periods designated by the County. Such pay periods will be as established by the Auditor-Controller.
- B. Compensation for each employee for whom compensation is established shall be paid out of the County general fund or such other fund as may be provided by ordinance or by law upon certification by the department head to the Auditor-Controller that such employee has performed the services set forth in such certificates.
- C. When an employee separates from the County service and use of the regularly scheduled certification would create an inequitable delay, the department head may immediately file a special payroll certification of such separation with the Auditor-Controller. The Auditor-Controller may draft a warrant for the period of time or pay or both due such employee up to the time of separation. Notice of such separation shall be immediately filed with the Director of Human Resources.

5.2 Pay for New Employees

Normally new employees shall be appointed at the recruiting step of the salary range in effect for the particular class of position to which the appointment is made. The department head/appointing authority may authorize that a particular position be filled at step one, two or three following guidelines issued by the Department of Human Resources. Requests for appointment at step four or five must be approved by the Director of Human Resources.

5.3 Salary Upon Reemployment

- A. A former employee, off probation at the time of separation, who is reemployed in the same class or in a lower class in the same series, within two (2) years, may upon the request of the department head in which they are being reemployed and approval of the Director of Human Resources, be appointed at any step within the salary range. Subsequent merit increases shall follow the normal time period progression between steps.

- B. An employee who is not represented under a collective bargaining agreement and who voluntarily separates and:
 - 1. is subsequently reemployed in the same department in a non-represented position;
 - 2. begins work within a period of not more than 180 calendar days from the last day he or she previously actually worked for the County;
 - 3. completes a new probationary period; and
 - 4. either did not withdraw from PERS or “bought-back” their County PERS service credits,shall, upon approval by the Director of Human Resources, have continuous service credited to him or her for purposes of vacation and longevity pay eligibility. Prior service restored shall not apply toward seniority for lay-off purposes, floating holidays, step raise eligibility or any benefit other than vacation and longevity eligibility.

5.4 Merit Increases

- A. Salary increases within a range shall not be automatic, but shall be given only upon the approval of the department head. Salary increases within a range for appointed department heads shall not be automatic, but shall be given only upon the approval of the County Administrator. Salary increases for elected department heads shall be given only upon the approval of the Board of Supervisors.

- B. Every employee, except for District Representative, in a regular position shall have a merit increase eligibility date. -

The merit increase eligibility date for all employees hired or promoted shall be the first day of the pay period following completion of 26 pay periods as indicated in the chart below:

After:	26 Pay	26 Pay	26 Pay	26 Pay
	Periods	Periods	Periods	Periods
Salary Range Steps	2	3	4	5

If an employee begins employment on the first working day of a pay period, it shall be considered for purposes of this Section that such employment began on the first calendar day of that pay period. If the employee’s first working day is after the first Monday (or after the first Tuesday, if Monday is a holiday) of the pay period, time will accrue from the first day of the next pay period for step increases and eligible fringe benefit accrual determinations.

The granting of any leave of absence without pay, other than military leave or workers' compensation leave, exceeding seven (7) consecutive calendar days in a pay period shall cause the merit increase eligibility date to be extended to the first of the pay period following completion of the leave of absence without pay.

A salary range step increase for District Representative shall not be automatic or time-based and given only upon the approval of the assigned Supervisor.

- C. An employee in a regular part-time position shall be treated identically to the employee in the regular full-time position; except, that the employee shall be granted merit increases in the same proportion as their hours of work relate to the hours of work of a regular full-time position.
- D. Extra-help employees shall be eligible for merit increases within range upon completion of the same number of hours of continuous service required of an employee in a regular full-time position. Should an extra-help employee convert to a regular position, subsequent merit increases shall follow the normal time period progression between steps commencing from the date of appointment to a regular or limited-term position.
- E. Advancement within a salary range is not automatic for merely completing a specific period of service but rather based on merit as documented on a performance evaluation form prescribed by the Director of Human Resources or their designee. The merit increase shall consist of one salary step on the salary schedule for the class. A performance evaluation must be submitted within six (6) pay periods following the employee's performance evaluation eligibility date and if the supervisor fails to render a performance evaluation within the specific timeframe then the employee's overall performance shall be assumed to be satisfactory and the employee shall receive, if available, a salary step increase effective on the scheduled date. (This paragraph does not apply to elected officials.)
- F. In the event an employee receives an overall rating of either unacceptable or improvement needed on their evaluation, such employee must be re-evaluated no later than four (4) pay periods following the scheduled merit increase eligibility date. If the employee shows no improvement, the appointing authority will comment on any action to be taken. Such evaluation shall be on forms and under procedures prescribed by the Director of Human Resources
- G. If, in the department head's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date, and a deferment of decision accompanied by an intensive effort at improved performance might be productive, the department head shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. A merit increase may be deferred only once for any given step on the range for the class. The responsibility for reopening the matter by submitting another merit rating and recommendation shall lie with the department head. The employee must be re-evaluated four (4) pay periods following the scheduled merit increase eligibility date, but in any event the merit increase must be granted or denied prior to the deferment date, supplemented by a structured merit rating which has been discussed with the employee. The employee's merit increase eligibility date shall not be changed by such deferment.

- H. Should an employee's merit increase eligibility date be overlooked through an error, and upon discovery of the error, the employee be recommended for merit increase, the Auditor-Controller shall compensate the employee for the additional salary the employee would have received dating from their merit increase eligibility date.
- I. Notwithstanding any other language in this Section, in the case of employees who are assigned to positions within the Executive Management Group, a department head/appointing authority, with the concurrence of the County Administrator, may advance an employee to any step in the salary range for their position.

5.5 Salary Upon Promotion

Any regular, probationary or limited-term employee or part-time employee is promoted to a position in a class with a higher salary range shall receive the recruiting step for the class or such higher amount as would constitute at least a five percent (5%) increase over the salary received prior to the promotion, not to exceed the top step of the new range. When circumstances warrant, the Director of Human Resources or designee, with County Administrator concurrence, may authorize the filling of the position at a step within the new salary range that is greater than the minimum increase set forth above. The effective date of all promotions shall coincide with the first day of the pay period.

5.6 Salary Upon Transfer

When an employee is transferred from one position to another in the same class, or another class with the same salary range and the same salary step, the salary and merit increase eligibility date shall not change.

5.7 Salary Upon Demotion

- A. When a regular employee is demoted for reasons of unsatisfactory performance, the employee's salary shall be reduced one step, or the employee shall receive the maximum step of the range of the new class, whichever is lower. The employee's merit increase eligibility date shall be the first day of the pay period following completion of the number of pay periods service which corresponds with the required period of service as is governed by **Section 5.4, Merit Increases**.
- B. When a regular employee in good standing is demoted to a position in a lower class for reasons other than unsatisfactory performance the employee shall receive the highest salary in the new classification that does not exceed the employee's rate of pay immediately prior to demotion and shall retain the merit increase eligibility date to which the employee was entitled prior to demotion.
- C. When a probationary employee is demoted to a class not previously occupied by the employee, the employee shall receive the recruiting salary for the lower class and shall receive a new merit increase eligibility date as provided by **Section 5.4, Merit Increases**. A promotional probationary employee demoted to a class the employee formerly occupied in good standing shall have the step status, probationary status and merit increase eligibility the employee would have achieved if the employee would have remained in the lower class throughout the period of the employee's service in the higher class.
- D. An employee appointed in accordance with **Civil Service Rules Section VII, Classification, Appointments & Status, 7.03, Appointment Procedure** with the approval of the Board of Supervisors may be authorized by the Director of Human Resources to be Y-Rated.

5.8 Salary Upon Reclassification

When a regular, limited term or probationary employee’s position is reclassified and the employee remains in the reclassified position, the salary of the reclassified employee shall be determined as follows:

- A. If the position is reclassified to a class with the same salary range, the salary and the merit increase eligibility date of the employee shall not change.
- B. If the position is reclassified to a class with a higher salary range, the reclassification shall be considered a promotion, and the salary of the employee shall be governed by **Section 5.5, Salary upon Promotion.**
- C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be determined as follows:
 - 1. If the employee’s current salary is the same or less than the maximum salary of the new class, the salary and merit increase eligibility date shall not change.
 - 2. If the employee’s current salary exceeds the maximum of the new classification after reclassification to a lower range, the salary shall be frozen (Y-Rated) and shall not change during continuous regular service until either:
 - a. the new classification’s salary range matches or exceeds the employee’s salary; or
 - b. the time limit indicated below is reached, after which the employee’s salary will be reduced to the new classification’s maximum salary.

<u>Years of Continuous Regular Service</u>	<u>Effective Date of Salary Change</u>
Less than 5	2 years after reclassification date
5 but less than 10	3 years after reclassification date
10 but less than 15	4 years after reclassification date
15 but less than 20	5 years after reclassification date
20 but less than 25	6 years after reclassification date
25 or more	7 years after reclassification date

5.9 Longevity Compensation

A. Longevity Pay Amounts

Confidential Employees

Confidential employees shall be entitled to a 2.5% increase in compensation upon the completion of ten (10) years of continuous service with the County; employees who complete fifteen (15) years of continuous service with Solano County shall be entitled to an additional 2.5% increase in compensation (a total of 5%); employees who complete twenty (20) years of continuous service with the County shall be entitled to an additional 2.5% increase in compensation (a total of 7.5%);

employees who complete twenty-five (25) years of continuous service with the County shall be entitled to an additional 2.5% increase in compensation (a total of 10%); employees who complete thirty (30) years of continuous service with the County shall be entitled to an additional 2.5% increase in compensation (a total of 12.5%); employees who complete thirty-five (35) years of continuous service with the County shall be entitled to an additional 2.5% increase in compensation (a total of 15%) over the rate for the class in which employed.

Executive Management, Legislative Management and Senior Management

Unless otherwise specified, this provision shall be effective July 1, 2021.

Executive Management, Legislative Management and Senior Management shall be entitled to a 2.5% increase in compensation upon the completion of ten (10) years of continuous service with the County; employees who complete fifteen (15) years of continuous service with the County shall be entitled to an additional 2.5% increase in compensation (a total of 5%); employees who complete twenty (20) years of continuous service with the County shall be entitled to an additional 2.5% increase in compensation (a total of 7.5%); employees who complete twenty-five (25) years of continuous service with the County shall be entitled to an additional 2.5% increase in compensation (a total of 10%); employees who complete thirty (30) years of continuous service with the County shall be entitled to an additional 2.5% increase in compensation (a total of 12.5%); and employees who complete thirty-five (35) years of continuous service with the County shall be entitled to an additional 2.5% increase in compensation (a total of 15%) over the rate for the class in which employed.

Executive Management, Legislative Management, and Senior Management shall also receive credit for prior years of service employed with California cities, counties, joint power authorities, and special districts. However, as provided below, only certain employment shall qualify as longevity pay for the purposes of inclusion in pension benefits.

In addition to service with the County, Executive Management, Legislative Management and Senior Management shall receive credit for prior years of service with California cities, counties, joint power authorities, and special districts in the classification specified below and such service may be included in pension benefits to the extent permitted by the Public Employees' Retirement Law and CalPERS' guidance.

For employees employed in executive, department head, assistant department head, or deputy positions, the following shall be included in years of service:

- Director and department head positions such as director of human resources, director of administrative services, finance/budget director/controller/officer, treasurer/assessor, public works director, First 5 director, director of health and human services, director of child support services or children and families, director of information technology, director of general services, director of library services, director of probation or chief probation officer, director of resources, director of veterans services, clerk/recorder, county counsel/district attorney/public defender, director or commissioner of agricultural services, registrar of voters, auditor/controller, director of legislative or public affairs, sheriff or undersheriff, or any assistant, chief deputy or deputy director or department head in the foregoing classifications.

- Executive, assistant, and deputy director positions such as county administrative officer, county administrator, city manager, assistant county administrative officer or city manager, deputy county administrative officer or city manager, and deputy counsel/attorney.

For the classification of Director of Veterans Services, in addition to the foregoing types of service, credit for prior years of federal work experience and/or military service comparable to the role and responsibilities of the position shall also be counted in the continuous full-time service if approved by the County Administrator and the Director of Human Resources.

For Employees employed in manager, officer, analyst, or clerk positions, the following shall be included in years of service:

- Manager, officer, analyst, or clerk positions in human resources, benefits, risk, management, training/development, EEO, employment relations, legal, and records/clerk.

B. Verification and Definitions

Employment in the above classifications shall be verified and approved by the Director of Human Resources and the County Administrator. In addition, the Director of Human Resources and County Administrator may approve substantially similar positions that appear to deviate from the enumerated positions based on specific naming conventions (e.g., revenue director (finance), director of people and talent (human resources), etc.).

For the purpose of longevity pay eligibility, “continuous service with the County” is defined as employment in a regular or limited term position which has not been interrupted by resignation, discharge, or retirement from Solano County. However, employees in Executive, Legislative, and Senior Management classifications shall receive credit for prior years of service with eligible agencies, as specified above, regardless of any resignation, discharge, or retirement from those agencies.

An employee who has completed their probationary period, is laid off, and subsequently re-employed in the same class in the same series, within twenty-four (24) months, by approval of the Director of Human Resources or designee, will have continuous service credited to him or her for actual time worked prior to layoff for purposes of vacation and longevity pay eligibility.

- C.** Upon qualifying for longevity increase, any further pay increase shall be in addition thereto, and not restricted or reduced by reason of the longevity increase.

5.10 Working Out of Class

- A. It is the intent of this Section to provide appropriate compensation to employees working out-of-class from the first pay period of such assignments when it is known that the employee will work out-of-class for four (4) pay periods or more.
- B. With prior approval from the County Administrator and the Director of Human Resources, a department head may assign an employee the duties of another vacant position (or when the incumbent is on a long term leave) in a higher classification which (a) is specifically allocated to the department, and (b) will require the full duties of the position to be performed by the individual for a period of not less than four (4) pay periods. Such temporary assignment shall not be considered a promotion. That individual shall receive the recruiting salary for the class or such higher amount as would constitute at least a one (1) step increase over the salary received prior to the assignment not to exceed the top step of the new classification.
- C. If the employee is eligible for a merit increase in the class occupied prior to the temporary assignment, such employee will be eligible for a rate increase on the temporary assignment class range provided; such increase in the prior class would result in more than the rate being earned on temporary assignment.

5.11 Changes in Salary Allocation

If a class is reassigned to a different salary range, each employee in the class shall be compensated at the same step in the new salary range as the employee was receiving in the range to which the class was previously assigned.

5.12 Overpayments and Underpayments

- A. This provision applies when the Auditor-Controller determines that an error has been made to either the employee's earnings, taxes, deductions or accrued leaves. In such cases, the County, for purposes of future compensation, shall adjust such earnings, taxes, deductions or accrued leaves to the correct rate. The Auditor shall give written notice to the employee of the error. As used in this section:
 1. "Earnings" means the biweekly rate of pay including additional pays, differentials, and overtime.
 2. "Taxes" means payment of Social Security, Medicare or State Disability taxes; excluding federal and state withholding taxes.
 3. "Deductions" means employee paid deductions, including but not limited to medical premiums and retirement deductions; excluding voluntary deductions (such as deferred compensation).
 4. "Accrued Leave" means vacation, sick leave, compensatory time off and all other types of authorized leave with pay.
 5. "Overpayment" means any compensation or accrued leave that has been overpaid or over-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.

6. "Underpayment" means any compensation or accrued leave that has been underpaid or under-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
- B. In the case of an overpayment of earnings or under withheld taxes or deductions, the employee shall reimburse the County. The employee has the following options for reimbursement:
 1. Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.
 2. Full payment by personal check, money order or cashier's check if total amount of reimbursement exceeds biweekly earnings.
 3. For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
 4. A method mutually agreed upon by the employee and the Auditor-Controller.
 - C. In the case of an underpayment, the County will pay the employee a one-time adjustment through payroll.
 - D. In the case of a leave accrual error which results in an overpayment, reimbursement may be made through one (1) of the following methods as mutually agreed to by the employee and the Auditor-Controller:
 1. Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.
 2. Full payment by personal check, money order or cashier's check if total amount of reimbursement exceeds biweekly earnings.
 3. For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
 4. In the case of a leave accrual error, which results in an incorrect accrued leave balance, a one-time adjustment will be processed through payroll.
 - E. An employee whose employment terminates prior to any reimbursements or adjustments being fully completed or satisfied; shall have the remaining balance withheld from any final compensation due to the employee, providing the final compensation is sufficient to provide for full reimbursement or adjustment. If the employee's final compensation is not sufficient to provide for full reimbursement or adjustment, the County retains the right to exercise other legal means to recover the remaining amount owed.
 - F. Any amount of overpayment for a period earlier than three (3) years prior to the date of the Auditor's initial written notice to the employee shall be deemed waived and not reimbursable.

- G. The provisions of this section do not apply to grievance disputes which contend that the County has underpaid by misapplying or incorrectly interpreting the terms of this or any previous agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended or otherwise modified by the provisions of this section. Nor shall the relief available through the grievance procedure be enlarged by or as a result of the provisions of this section.
- H. The provisions of this section apply only to errors involving earnings, taxes, deductions and accrued leave. No provision of this section shall preclude the correction or recovery of past errors (overpayments or other losses) which were the result of other matters.

5.13 Assumption by County of Functions and Personnel of Another Governmental Agency

When the functions of other governmental agencies are assumed by the County, the employees who perform these functions may be included within this County's Civil Service. The Civil Service Commission shall determine their status in each instance, and it shall be equivalent to the status the employees would have had, had they been a County employee during the term of their employment. If the salary of an employee is higher than that considered appropriate for the class in the County service, the salary of such employee shall be frozen at its current dollar amount until such time as it is equaled or exceeded by the salary for that class or until the period of calendar time indicated in the Y-Rate schedule has elapsed, whichever is sooner. If the governmental agency is a non-Merit System jurisdiction, the employees of that agency shall be required to take a non-competitive qualifying examination prior to inclusion in the County's Civil Service.

5.14 Disposition of Additional Fees, Commissions, Etc., Received by Officers and Employees

The salaries, wages, fees, mileage, compensation and expenses provided for in the Solano County Code shall be paid in full for all official services performed, unless otherwise expressly provided in this Division, and all fees, mileage, expenses, commissions and compensation now or hereafter provided by law to be paid to any County officer or employee, either as such agent or as the agent of the State, or any officer thereof, or as the agent of any political subdivision thereof, or of any officer of any such political subdivision for any service, official or otherwise, except as otherwise provided in this Division, shall be paid into the County Treasury and placed to the credit of the proper fund.

5.15 Permanent Expiration of Grant Funded Programs

Upon the expiration of any grant not in the County General Fund, any unexpended and available funds of the grant may be used to liquidate in whole or in part any reimbursable accrued leave of employees in limited-term positions who were directly funded thereunder whether they continue or leave County service. Those employees funded under more than one such grant fund shall have their liquidation of leave pro-rated in proportion to their source of wages and benefits. Employees who continue in the service of the County upon expiration of a grant (not in the General Fund), but whose grant source has insufficient unexpended and available funds to fully liquidate reimbursable accrued leave shall have their remaining leave maintained and assumed by the County department in whose employ they continue without interruption in County service.

Any employee who transfers to another department prior to layoff shall not be entitled to pay off benefits under this section.

5.16 Employee Recognition

In addition to any other compensation provided to officers and employees of Solano County, officers and employees may be recognized for outstanding achievement and/or contributions towards excellence in the County through an employee recognition program adopted by the Board. This recognition may be in the form of additional compensation, a gift certificate or gift.

6. BENEFITS

6.1 Medical Insurance

Regular, limited-term, probationary employees and unrepresented Extra Help employees who qualify under the County's Administrative and Compliance Procedures of the Patient Protection and Affordable Care Act have the option of becoming members of the Public Employees' Medical and Hospital Care Acts ("PEMHCA" or "PERS Health") insurance program. The County's monthly contribution to provide health insurance benefits for the individual employee and the employee's eligible dependents shall be adjusted in accordance with the Minimum Employer Contribution ("MEC) established by PEMHCA.

6.2 Retiree Medical Insurance

All regular, limited-term and probationary employees who have concurrently retired from the County and the California Public Employees' Retirement System ("PERS") may participate in the PERS Health Insurance program at their own expense. The County shall contribute the MEC established by PERS.

All unrepresented Extra Help employees who have concurrently retired from the County and the California Public Employees' Retirement System ("PERS") may participate in the PERS Health Insurance program at their own expense. The County shall contribute a monthly amount, set by PERS, which shall not exceed the MEC.

6.3.1 Cafeteria Plan for Regular, Limited-Term and Probationary Employees

This subsection applies to unrepresented regular, limited-term and probationary employees.

The County's contribution toward the cafeteria plan, as historically administered, shall be set at 80% of the PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

An employee enrolled in PEMHCA for "employee plus two or more dependents" shall receive a County contribution of fifty dollars (\$50.00) per month into the Cafeteria Plan. Said employee may use this County contribution for health insurance premium conversion, health care reimbursement account, and/or dependent care reimbursement account. In the absence of a cafeteria plan election form, the County contribution shall be used for health insurance premium conversion. The County contribution of fifty dollars (\$50.00) per month into the cafeteria plan shall sunset October 31, 2028.

An employee may use the County's contribution to the cafeteria plan toward the medical insurance plan to which the employee has elected to enroll.

An employee who has unused (unspent) cafeteria plan contributions shall retain those contributions as additional earnings (wages), but to a maximum of \$334.58 per month.

An employee who waives health insurance because the employee demonstrates to the County that s/he has alternate health insurance coverage shall receive \$500.00 per month minus the PEMHCA MEC.

A regular part-time or limited term part-time employee shall receive a pro-rata amount of the total sum of the PEMHCA MEC and the cafeteria plan contribution of the full-time employee in proportion to the relationship their basic workweek bears to forty hours. The total amount shall first be allocated to the PEMHCA MEC and any remaining employer contribution shall then be allocated to the cafeteria plan.

Health Care Reimbursement Account: During an annual open enrollment period, an employee may elect to enter into a salary reduction agreement with the County whereby the County will direct the amount of the salary reduction on a pre-tax basis into the employee's Health Care Reimbursement Account ("HCRA"). The employee's election is irrevocable until the next open enrollment period, exception on the occurrence of a qualifying event specified in the County's Plan Document. The employee will forfeit all unused funds remaining in their HCRA at the end of the plan year or at the end of the grace period, if any, allowed under the County's Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in their HCRA to obtain reimbursement for otherwise unreimbursed eligible medical expenses.

Dependent Care Reimbursement Account: During an annual open enrollment period, an employee may elect to enter into a salary reduction agreement whereby the County will direct the amount of the salary reduction on a pre-tax basis into the employee's Dependent Care Reimbursement Account ("DCRA"). The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the County's Plan Document. The employee will forfeit all unused funds in their DCRA at the end of the plan year or at the end of the grace period, if any, allowed under the County's Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in their DCRA to obtain reimbursement of eligible dependent care expenses.

6.3.2 Cafeteria Plan for Unrepresented Extra Help Employees

This subsection applies to unrepresented Extra Help employees who qualify under the County's Administrative and Compliance Procedures of the Patient Protection and Affordable Care Act.

The County's contribution shall be set at 80% of the sum of the County's contribution to the full-time employee contribution toward health insurance (PSR Section 6.1) and contribution toward cafeteria plan (PSR 6.3.1). Of this Extra Help Employees County contribution, the full value of the PEMHCA MEC shall be allocated first and all remaining County contribution shall be allocated to the cafeteria plan second.

The County's contribution toward the cafeteria plan may be used toward the cost of medical insurance only.

6.4 Dental Insurance

Regular, limited-term and probationary employees are eligible for dental insurance coverage for the employee and eligible dependents beginning the first of the month following appointment with the County."

The County pays one hundred percent (100%) of the monthly dental care insurance premium rate on behalf of each regular or limited-term full-time employee and their eligible dependents. The County's contribution will be a pro-rated amount of the full-time premium for regular or limited-term part-time employees in proportion to the relationship their basic workweek bears to forty (40) hours. Premium

amounts in excess of the County contribution will be paid by the participating employee by payroll deduction.

The County shall maintain the existing dental insurance benefits; however, it is understood that insurance plan providers from time-to-time mandate changes in benefits and the County has no responsibility for replacement of benefits which may be eliminated or modified by any plan provider.

The County reserves the right to eliminate or provide additional dental insurance plans.

6.5 Vision Insurance

Regular, limited-term and probationary employees are eligible for vision insurance coverage for the employee and eligible dependents beginning the first of the month following appointment with the County.

The County pays one hundred percent (100%) of the monthly vision standard plan insurance premium rate on behalf of each regular or limited-term full-time employee and their eligible dependents. The County's contribution will be a pro-rated amount of the full-time premium for regular or limited-term part-time employees in proportion to the relationship their basic workweek bears to forty (40) hours. Premium amounts in excess of the County contribution will be paid by the participating employee by payroll deduction.

The County shall maintain the existing vision insurance benefits; however, it is understood that insurance plan providers from time-to-time mandate changes in benefits and the County has no responsibility for replacement of benefits which may be eliminated or modified by any plan provider.

The County reserves the right to eliminate or provide additional vision insurance plans.

6.6 Life Insurance

Regular, limited-term and probationary employees are eligible for life insurance coverage and accidental death and dismemberment insurance for the employee beginning the first of the month following appointment with the County.

The basic life insurance policy and the accidental death and dismemberment insurance policy are each valued at one and one-half times the employee's annualized monthly wage valued up to the next thousand dollars (e.g., if annualized wage equals \$21,100 then life insurance policy is valued at \$22,000) to a minimum policy of thirty-five thousand dollars (\$35,000) and a maximum policy of three hundred fifty thousand dollars (\$350,000), except for confidential employees where the maximum policy is one hundred thousand dollars (\$100,000). An employee may purchase supplemental life insurance under costs, terms and conditions specified by the insurance plan provider.

The County pays one hundred percent (100%) of the life insurance premium on behalf of each regular or limited-term full-time employee. The County will pay a pro-rated amount of the full-time premium for regular or limited-term part-time employees in proportion to the relationship their basic workweek bears to forty (40) hours.

The County shall maintain the existing life insurance benefits; however, it is understood that insurance plan providers from time-to-time mandate changes in benefits and the County has no responsibility for replacement of benefits which may be eliminated or modified by any plan provider.

The County reserves the right to eliminate or provide additional life insurance plans.

6.7 Deferred Compensation

A Deferred Compensation Program as established by the Board of Supervisors is available to all employees employed in regular or limited-term positions. Such program is hereby incorporated by reference.

To encourage County employee participation in the deferred compensation program, the County contributes a dollar for dollar match up to a maximum of five dollars (\$5.00) per pay period to the deferred compensation account of any unrepresented County employee who is actively enrolled in the deferred compensation program. The employee must contribute a minimum of ten dollars (\$10.00) per pay period in the deferred compensation program to receive the dollar-for-dollar match.

Executive Management, Legislative Management and Senior Management: The County will contribute a dollar for dollar match up to a maximum of seventy-five dollars (\$75.00) per pay period. The employee must contribute a minimum of ten dollars (\$10.00) per pay period in the deferred compensation program to receive the dollar-for-dollar match.

6.8 Short Term Disability Insurance

The State's Employment Development Department administers two programs for employees who need time off from work. Disability Insurance for time taken due to an employee's own non-work-related illness or injury, and Paid Family Leave for time taken to care for a seriously ill family member or to bond with a new child. For the purposes of this section, both programs will be referenced as State Disability Insurance (SDI).

Except for elected officials, the County participates in the State Disability Insurance program and employees shall have deducted from their paychecks the cost of the State Disability Insurance program.

- A.** In the event of a disability which is non-industrial or where industrial causation has yet to be determined, or for time taken to care for a seriously ill family member, or to bond with a new child, employees shall make timely application for SDI benefits. Failure to apply for and receive State Disability Insurance benefits will void continuation of health benefits as provided below.
- B.** The County will continue to pay the employer share of the monthly premiums for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving SDI benefits for the period of time that the employee has and utilizes leave accruals to fully integrate or for the period of time the employee is on approved FMLA or CFRA leave, whichever period is longer.
- C.** Employees receiving SDI will not accrue sick or annual leave during any pay period in which the employee does not have sufficient leave accruals to fully integrate such leave accruals to achieve 100% integration. In the event of an employee who is working less than their position allocation while collecting SDI benefits, the employee will earn pro-rated accruals based on actual hours worked.
- D.** SDI benefits shall be integrated with accrued County leaves as follows:
 - 1.** Employees must promptly inform department payroll clerks of their SDI benefit amount and provide documentation of receipt for which the employee is eligible.

2. Employees' pay, including accruals and/or SDI benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay, differentials and longevity compensation, as applicable. Employees must integrate all required leave to equal 100% of their full-time equivalent position.
3. Upon exhaustion of available sick leave, other accumulated leave may be integrated with the weekly SDI benefits.
4. Employees will provide the County with appropriate medical information which includes a prognosis for the return to work.

6.9 Long Term Disability Insurance

Regular or Limited Term employees designated as members of the legislative group, executive management group or senior management group and who work at least 20 hours per week participate in a County-sponsored long term disability insurance program. Long Term Disability Insurance for the employee only, with a maximum monthly benefit of ten thousand dollars (\$10,000) is available to employees beginning on the first day of the month following the employee's date of hire, at no cost to the employee.

Employees who are not members of the legislative group, executive management group or senior management group do not participate in any County-sponsored long-term disability insurance program.

6.10 Retirement

A. PERS Contract.

Subject to the terms of this **subsection 6.10**, the County will maintain its contract with the State Public Employees' Retirement System (PERS) and the benefits currently provided thereunder.

B. PEPRA Tier.

Effective January 1, 2013 the County implemented a new pension tier in accordance with and subject to the terms of the Public Employees' Pension Reform Act of 2013. The new pension tier is referred to as the "PEPRA tier."

C. PEPRA Basic Retirement Formula.

For non-safety (miscellaneous) employees required by law to participate in the PEPRA tier, the PEPRA established a pension formula of two percent (2%) of pensionable compensation for each qualifying year of service at the normal retirement age of sixty-two (62) years. For purposes of this formula, PERS will calculate an eligible retiree's pension based on the average annual pensionable compensation earned by the member during the thirty-six (36) consecutive month period immediately preceding retirement (or date of last separation from service if prior to retirement) or any other period of thirty-six (36) consecutive months during the member's applicable service that the member designates.

For County Peace Officer (e.g., "safety light") employees required by law to participate in the PEPRA tier, the PEPRA established a pension formula of two percent (2%) of pensionable compensation for each qualifying year of service at the normal retirement age of fifty-seven (57) years. For purposes of this formula, PERS will calculate an eligible retiree's pension based on the average annual pensionable compensation earned by the member during the thirty-six (36)

consecutive month period immediately preceding retirement (or date of last separation from service if prior to retirement) or any other period of thirty-six (36) consecutive months during the member's applicable service that the member designates.

For Safety Sheriff (e.g., "full safety") employees required by law to participate in the PEPRA tier, the PEPRA established a pension formula of 2.7% of pensionable compensation for each qualifying year of service at the normal retirement age of fifty-seven (57) years. For purposes of this formula, PERS will calculate an eligible retiree's pension based on the average annual pensionable compensation earned by the member during the thirty-six (36) consecutive month period immediately preceding retirement (or date of last separation from service if prior to retirement) or any other period of thirty-six (36) consecutive months during the member's applicable service that the member designates.

D. Disputes Over PEPRA.

The Grievance Procedure set forth in **Section 19** shall not apply regarding any dispute regarding the manner in which the County applies the PEPRA Tier. If any term of this **Section 6.10, Retirement**, conflicts with the PEPRA or any amendment thereto, the PEPRA or such amendment will prevail.

E. Pre-PEPRA Tier 1.

The County's contract with the Public Employees' Retirement System provides the Miscellaneous Retirement (2.7% @ age 55) for employees who are not required by law to participate in the PEPRA Tier and who are not participants in the formula described in **6.10.F** below.

The County's contract with the Public Employees' Retirement System provides Safety light Retirement (2% @ age 50) for employees who are not required by law to participate in the PEPRA Tier and who are not participants in the formula described in **6.10.F** below.

The County's contract with the Public Employees' Retirement System provides full Safety Retirement (3% @ age 50) for employees who are not required by law to participate in the PEPRA Tier and who are not participants in the formula described in **6.10.F** below.

F. Pre-PEPRA Tier 2

The County amended its contract with CalPERS to provide employees hired on or after May 4, 2012 for classifications with a Miscellaneous Retirement formula of 2% @ age 60 in lieu of the 2.7% at 55 formula described in subsection **6.10.E** above. This provision applies to employees who are not eligible under the County's contract with PERS to participate in the pension tier described in paragraph **6.10.E** above and who are not required by law to participate in the PEPRA tier described in paragraph **6.10.C** above.

The County amended its contract with CalPERS to provide employees hired on or after May 4, 2012 for classifications with a Safety light Retirement formula of 2% @ age 55 in lieu of the 2% at 50 formula described in paragraph **6.10.E** above. This provision applies to employees who are not eligible under the County's contract with PERS to participate in the pension tier described in paragraph **6.10.E** above and who are not required by law to participate in the PEPRA tier described in paragraph **6.10.C** above.

The County amended its contract with CalPERS to provide employees hired on or after January 17, 2011 for classifications with a full Safety Retirement formula of 3% @ age 55 in lieu of the 3% at 50 formula described in subsection **6.10.E** above. This provision applies to employees who are not eligible under the County's contract with PERS to participate in the pension tier described in paragraph **6.10.E** above and who are not required by law to participate in the PEPRA tier described in paragraph **6.10.C** above.

G. Employee Payment of PERS Member Contributions.

1. PEPRA Member Contributions.

Members of the PEPRA Tier will contribute toward the PEPRA Tier an employee contribution in an amount equal to not less than fifty percent (50%) of the normal cost of the new tier, as determined from time to time by PERS, or the amount of the contribution provided by this MOU for members of the PEPRA Tier, whichever is greater. Such contribution will be made by payroll deduction.

2. Non-PEPRA Member Contribution.

Employees subject to the Pre-PEPRA formulas described in paragraphs **6.10.C** and **6.10.E** above contribute 100% (8% or 7% based on the Pre-PEPRA tier and as established by statute) of the applicable PERS member contribution by payroll deduction.

Effective June 23, 2013, employees subject to the Pre-PEPRA formulas described in paragraphs **6.10.C** and **6.10.E** above will contribute an additional three percent (3%) of the applicable PERS member contribution by payroll deduction. County payments toward the PERS employee member contribution will reduce by three percent (3%) on June 23, 2013, so that its payment of the member contribution is eliminated in its entirety.

3. Employee Payment For Pre-PEPRA Formula Enhancement.

In November 2002, the County amended its contract with PERS to provide for the above-referenced 2.7% @ 55 retirement formula. The cost of this benefit was established by PERS (\$75,036,452) and employees throughout the County agreed that the cost would be the responsibility of employees. The county agreed to allow the employees to pay for that plan enhancement by payroll deduction with the cost amortized over twenty (20) years. That payment will continue to take the form of a percentage deduction made from the paycheck of each employee in the plan, until the above established cost has been recovered. Each year (January) the County will calculate the amount due for the subsequent 26 pay periods, based on the formula presented as **Appendix A**.

In July 2002, the County amended its contract with PERS to provide for the above-referenced 2% @ 50 retirement formula. The cost of this benefit was established by PERS (\$10,150,111) and employees throughout the County agreed that the cost would be the responsibility of employees. The county agreed to allow the employees to pay for that plan enhancement by payroll deduction with the cost amortized over twenty (20) years. That payment will continue to take the form of a percentage deduction made from the paycheck of each employee in the plan, until the above established cost has been recovered. Each year (January) the County will calculate the amount due for the subsequent 26 pay periods, based on the formula presented as **Appendix B**.

In July 2004, the County amended its contract with PERS to provide for the above-referenced 3% @ 50 retirement formula. The cost of this benefit was established by PERS (\$4,921,043) and employees throughout the County agreed that the cost would be the responsibility of employees. The county agreed to allow the employees to pay for that plan enhancement by payroll deduction with the cost amortized over twenty (20) years. That payment will continue to take the form of a percentage deduction made from the paycheck of each employee in the plan, until the above established cost has been recovered. Each year (July) the County will calculate the amount due for the subsequent 26 pay periods, based on the formula presented as **Appendix C**.

Pre-Tax Treatment PERS Member Contributions.

To the extent permitted by applicable law, employee contributions toward the Employee's and Employer's PERS contribution made pursuant to this Personnel and Salary Resolution will be deducted on a pre-tax basis pursuant to and in accordance with section 414(h)(2) of the Internal Revenue Code.

6.11 Social Security and Medicare

Employees who receive their benefits under this Personnel and Salary Resolution and who participate in the non-safety (miscellaneous) PERS plan have coverage under the federal Social Security system. The Social Security system requires contributions by both the employee and the employer in accordance with schedules provided by the federal government.

Employees who receive their benefits under this Personnel and Salary Resolution and who participate in the safety PERS plan do not have coverage under, and do not contribute to, the federal Social Security system.

All other employees who are not represented under a collective bargaining agreement have coverage under the federal Social Security system. The Social Security system requires contributions by both the employee and the employer in accordance with schedules provided by the federal government.

All employees participate in the Medicare program. The Medicare program requires contributions by both the employee and the employer in accordance with schedules provided by the federal government.

6.12 Tuition Reimbursement Program

A. Objective

The Tuition Reimbursement Program is designed to encourage employees to continue their self-development by enrolling in classroom courses which will educate them in new concepts and methods in their occupational fields and prepare them to meet the changing demands of their jobs.

B. Eligibility of Employees for Tuition Reimbursement

Only full-time employees filling regular positions, on other than a limited-term basis, who have completed their initial County probationary period and who are performing their jobs satisfactorily are eligible to participate in the Tuition Reimbursement Program. Employees are not eligible for reimbursement if their educational costs are being defrayed by another agency such as the U.S. Veterans' Administration, the California State Department of Veterans' Affairs or the Commission on Peace Officer Standards and Training.

C. Policy for Tuition Reimbursement

- 1.** Courses must be related to the work of the employee's position or occupation in such a fashion as will offer substantial benefit to the County.
- 2.** Each course must be taken on not more than fifty percent (50%) of the County's time. Employees taking approved courses which encroach on their regular scheduled working hours shall be entitled to paid time off for such encroaching hours up to a total maximum amount of paid time off from work equal to fifty percent (50%) of the class time.
- 3.** Courses must be taken for credit; audited courses will not be reimbursed.
- 4.** Courses must be taken at accredited institutions. Correspondence courses from reputable institutions will be considered only when equivalent courses are not available at local accredited schools, or when the employee's circumstances prevent him/her from attending local courses.
- 5.** Prerequisite courses for eligible courses or courses which are required for the completion of a specific program are also eligible for tuition reimbursement. However, reimbursement shall not be made until the appropriate eligible courses have been satisfactorily completed.
- 6.** Courses are not eligible for tuition reimbursement if they:
 - a.** Are taken to bring unsatisfactory performance up to an acceptable level.
 - b.** Are taken to acquire skills or knowledge which the employee was deemed to have when appointed.
 - c.** Duplicate in-service training which is available.
 - d.** Duplicate training which the employee already had.
- 7.** Conventions, workshops, institutes, etc., are not included in the Tuition Reimbursement Program. Departments shall continue to use their conference and convention funds and make their requests in conformance with the policy of the Board of Supervisors.
- 8.** Reimbursement shall be subject to certification by the department concerned that the course of study is directly related to the work of the employee and subject to the approval of the Director of Human Resources.
- 9.** Requests for Reimbursement must be approved before the commencement of coursework.
- 10.** Reimbursement shall be made only upon presentation of evidence of payment for and successful completion of courses (as evidenced by a passing grade of "C" or higher, or its equivalent, or "CR" when the course is required as a milestone course to complete the degree program) and a satisfactory (standard or above) current performance evaluation.

Reimbursement is made for the same fiscal year in which the course is completed and documentation must be presented to the Department of Human Resources within ninety (90) calendar days after the course completion date.

D. Nature of Reimbursement

1. Reimbursement in the amount of fifty percent (50%) may be made for tuition, registration fees, laboratory fees and required textbooks. Other related expenses and incidental costs are not reimbursable.
2. Reimbursement shall be limited as follows:
 - a. No employees shall be reimbursed for more than two courses in a single semester or quarter. When the education institution does not recognize a semester or quarter system (e.g. self-paced classes), the employee may seek reimbursement for not more than three courses in a four-month period within the same fiscal year.
 - b. The maximum reimbursement that may be received by any employee in one fiscal year shall be five thousand dollars (\$5,000).
 - c. An employee shall be reimbursed for expenses totaling five (\$5.00) dollars or more for a single course. Expenses less than five dollars (\$5.00) for a single course are not reimbursable.
 - d. No employee shall be reimbursed for non-resident fees above the normal resident fees.

E. Procedure for Tuition Reimbursement

1. Prior to the course start date, the employee shall submit the request for Tuition Reimbursement through such supervisory channels as are designated by the head of their department, on forms provided by the Director of Human Resources.
2. The employee's department head shall either recommend approval of the request or deny it, based on the criteria set forth in this policy. If the department head recommends approval, the employee shall forward the application to the Director of Human Resources.
3. The Director of Human Resources shall evaluate the request for reimbursement and approve or deny the request.
4. An employee may appeal denial of the request by the department head to the Director of Human Resources and the Director of Human Resources' decision (unless the reason for denial is lack of funds) to the grievance procedure as set forth in **Section 19, Grievances**.

5. Upon completion of an approved course, the employee shall request the institution to certify fees paid and grade achieved, and to send certification to the Human Resources Department. The employee shall also present evidence of payment of required textbook costs.
6. The department head may require that the employee evaluate the course in writing and forward such evaluation to the Human Resources Department through normal supervisory channels.
7. Upon being informed of certification by the Human Resources Department, the Auditor-Controller shall issue a warrant to the employee for reimbursement.

F. Continued Service Requirement

An employee must continue in a full-time, regular position in the County service for one (1) year from the date of last receipt of a tuition reimbursement warrant. Failure to continue in the County service, through resignation or discharge (excluding layoff), will result in the forfeiture of any tuition reimbursement payments received less than one (1) year prior to separation. In such situation, the Auditor-Controller is authorized to make a deduction from the employee's final payroll warrant for the appropriate amount of tuition reimbursement to be forfeited.

6.13 Limited Extra Help Benefits

Extra-help employees shall not receive employee benefits, except as specifically provided in the following sub-sections:

A. Employees appointed to extra-help positions created with the intent that said positions will become full-time regular positions may, upon approval by the Director of Human Resources, receive up to a maximum of one year accrual, the following benefits granted to full-time employees.

1. Vacation accrual
2. Sick leave accrual
3. Merit increases as per Section 5.4, Merit Increases

B. Employees in extra-help positions which later become full-time regular positions, may, upon approval by the Director of Human Resources, retroactively to a maximum of one year, receive the following benefits granted to regular full-time, limited term and probationary employees:

1. Vacation accrual
2. Sick leave accrual
3. Merit increases as per Section 5.4, Merit Increases

6.14 Unemployment Benefits

Solano County employees are covered under the State of California Unemployment Insurance Benefits Program.

6.15 Exempt Employees – Exhaustion of Leave

Regular employees designated as exempt from the Fair Labor Standards Act (FLSA) shall be entitled to "salaried leave". "Salaried leave" shall provide for paid absences to cover authorized time off work of less

than one day for personal reasons or sickness if the employee has exhausted all of their accrued leaves. Such leaves include Administrative Leave, compensatory time off, vacation, sick leave, and holidays. "Salaried leave" shall be deducted from subsequent paid leave/time off accruals in the following order: Administrative Leave (if available to the employee), compensatory time off (if available to the employee), vacation, sick leave, floating holidays.

Should a negative balance for "salaried leave" exist upon separation from an FLSA exempt position no recovery will be made from the employee.

Should Federal regulations under the Fair Labor Standards Act be amended to not require payment for time off from work for less than one day, this section is no longer applicable.

6.16 Administrative Leave – Management and Unrepresented Employees

A. Administrative Leave Benefit

In recognition that their responsibilities occasionally require work in excess of the normal 40 hour week, Appointed Department heads, Assistant Department heads, Management employees, and Unrepresented employees who are exempt from FLSA regulations shall receive an Administrative Leave benefit. This will be in lieu of any payment or compensatory time off for work performed in excess of 40 hours per week. The above referenced full-time regular employees shall be granted eighty (80) hours of Administrative Leave effective July 1 of each year. Any employee incumbent in an eligible position for less than a full fiscal year shall be eligible for a pro-rata lump sum number of Administrative Leave hours at a rate of 3.0769 hours times the number of full pay periods remaining in the fiscal year. Employees working in regular positions on a less than full-time basis shall accrue Administrative Leave on a pro-rata basis, proportional to the number of authorized hours employed.

Use of Administrative Leave is subject to the approval of the Department head. Administrative Leave may be taken in increments of not less than one (1) hour. In the event it is the Department head's determination that an employee covered by this provision has worked an extraordinary number of hours over the forty (40) hour workweek, the Department head may approve additional informal administrative leave for that employee.

No eligible employee shall carry over Administrative Leave from one fiscal year to another. Eligible management employees who have unused Administrative Leave at the end of the fiscal year shall be paid for those remaining hours at the employee's base rate of pay in effect on the last full pay period in the outgoing fiscal year in the following manner:

Convert all unused Administrative Leave to their Retirement Health Savings Account in July of each year.

B. Restrictions Regarding the Use of Administrative Leave by Management and Unrepresented Employees

- 1.** Subject to advance approval by the Department head, Administrative Leave may be taken at any time during the fiscal year, but must be taken within the fiscal year in which it is given. Administrative Leave may be used as sick leave, but only after all accrued sick leave has been exhausted.

2. No person shall be permitted to work for compensation for the County in any capacity while on Administrative Leave.
3. No eligible employee shall carry over Administrative Leave from one fiscal year to another. Termination of an employee's continuous service, except by reason of regular or disability retirement, shall cancel all unused Administrative Leave. Employees terminating employment because of regular or disability retirement shall be paid for unused Administrative Leave in the following manner:

Convert all to the Retirement Health Savings Account to pay for retiree health in accordance with County policy.

Employees not terminating their County employment and accepting a regular position within the County that does not qualify to receive Administrative Leave shall convert all unused Administrative Leave hours to the Retirement Health Savings Account to pay for retiree health in accordance with County policy.
4. A Department head may require employees covered in this section to work beyond the official forty (40) hour workweek. Administrative Leave will constitute full compensation for such overtime work.
5. Because State law does not require elected officials to observe the standard County workweek, they are not eligible to receive Administrative Leave benefits.

6.17 401(a) Defined Contribution Plan

- A. Elected officials may elect to participate in the 401(a) plan. Elected officials shall voluntarily contribute at their own cost an amount equal to 1.2% of salary with a 50% County match of .6% for a total of 1.8%.
- B. Eligible employees in the Executive and Senior Management groups elected to redesignate the County's contribution to the 401(a) plan to the CalPERS Employer Paid Member Contribution. The County's contribution to the 401(a) plan was a result of converting three (3) floating holidays to a County contribution.
- C. Eligible employees in the Executive Management Group and the Senior Management Group may elect to participate in the 401(a) plan up to a maximum of twenty-five percent (25%) of salary, not to exceed the maximum deferred compensation contribution allowed under the Internal Revenue Code. This plan is solely funded with employee contributions.

7. WORKERS' COMPENSATION

7.1 Workers' Compensation

- A. In accordance with the California Labor Code, the County provides all statutory workers' compensation benefits for County employees who sustain work-related injuries or illnesses. Pursuant to Labor Code Section 3700 et seq., the County is self-insured for workers' compensation at no cost to the employee.

- B. In lieu of the statutory three (3) day waiting period for temporary disability payments pursuant to Labor Code Section 4652, whenever an employee is compelled by direction of a physician to be absent from duty due to an injury or illness determined to be work-related by the County, the employee shall receive full compensation for their scheduled work days and paid holidays falling during the first three (3) days of such absence. Thereafter, accrued leave shall be integrated with workers' compensation temporary disability benefits pursuant to subsection **7.1.H**, below.
- C. In the event the County is unable to determine if the injury or illness is work-related, the employee shall use sick leave and upon exhaustion of sick leave may utilize any other accumulated leave benefits. Once the injury or illness is determined to be work-related, leave benefits shall be restored in accordance with subsection **7.1.B**, above. Thereafter, an employee shall integrate accrued leave with workers' compensation temporary disability benefits pursuant to subsection **7.1.H**, below.
- D. The County will continue to pay the employer share of the monthly premium for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving temporary disability benefits from Workers' Compensation for a maximum of nine (9) months.
- E. Sick leave and vacation shall accrue during any pay period in which the employee is receiving Workers' Compensation temporary disability.
- F. In accordance with **Section 10, Sick Leave**, sick leave may be used for any medical appointments due to a work-related injury or illness. Up to two (2) hours paid County time-off may be used to attend repeat medical appointments due to a work-related injury or illness. Sick leave may be used for medical appointments due to work-related injuries or illnesses beyond two (2) hours.
- G. Service credit provided in this Resolution toward longevity compensation, seniority, and merit step increase eligibility shall not be affected by any pay period during which an employee received both County paid leave and temporary disability benefits from Workers' Compensation.
- H. Workers' compensation temporary disability benefits shall be integrated with accrued County leave as follows:
 - 1. Employees must promptly inform department payroll clerks of their Workers' Compensation temporary disability benefit amount and provide documentation of receipt for which the employee is eligible.
 - 2. Employee's pay, including leave accruals and Workers' Compensation temporary disability benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay, differential pay, and longevity compensation, as applicable. Employees must integrate all required leave to equal 100% of their full-time equivalent position.
 - 3. Upon exhaustion of available sick leave, other accumulated leave will be integrated with the weekly Workers' Compensation temporary disability benefits.
- I. Employees employed in Safety classes covered by Section 4850 of the Labor Code are not subject to the provisions of this Section.

7.2 Temporary Modified Duty Assignments

- A.** If an assignment exists which the department head, in conjunction with the Director of Human Resources, deems may be filled on a temporary basis, first consideration shall be given to those industrially disabled employees within the department:
- 1.** Whose authorized treating physician has indicated in writing that the employee is able to perform the duties of the temporary assignment; and
 - 2.** Who has the capability and qualifications to perform the temporary assignment.
- B.** The remuneration will be the employee's regular salary.
- C.** The employee's department head will determine the assignment and its duration, but the employee shall return to their normal job as soon as released by their treating physician or is no longer temporarily disabled.

The availability of light duty will be determined through the interactive process, consistent with the American's with Disabilities Act (ADA) and applicable state law. Each request for accommodation will be evaluated individually, considering medical documentation, operational needs, and potential undue hardship.

- D.** . When multiple employees are eligible for a light duty assignment, priority may be given to those recovering from a work-related injury in accordance with workers' compensation requirements. However, employees with non-work-related disabilities will also be given full and equal consideration for available assignments under the ADA.
- E.** Selection among eligible employees will be based on job-related qualifications, skills, abilities, and operational needs.
- F.** A light-duty assignment will conclude when:
- The employee is medically released to full duty;
 - The employee is no longer able to perform the temporary assignment with or without reasonable accommodation;
 - The assignment creates an undue hardship; or
 - Operational needs require reassignment of duties.

Before ending an assignment, the County will re-engage in the interactive process to explore additional accommodations, if appropriate.

8. INCENTIVES AND DIFFERENTIALS

8.1 Bilingual Pay

A. Eligibility

1. Any bilingual person employed in a designated public contact position which has been assigned duties involving regular and frequent use of bilingual skills shall be eligible to receive the additional compensation.
2. Regular and frequent use shall mean using the skill on the average of once per work day and/or fifty percent (50%) of the time. However, exceptions can be made at the discretion of the department and concurrence of the Director of Human Resources for unique circumstances.
3. Any bilingual employee who has been assigned duties involving the use of bilingual skills (e.g., interpreter) may be eligible to receive the additional compensation provided in this Section.
4. The provisions of this Section shall be limited to those employees occupying permanent, probationary or limited-term full-time positions.
5. The provisions of this-Section shall not apply to supervisory positions with the exception of working supervisors who spend at least 50 percent (50%) of their time in direct contact with the public.
6. The compensable second languages shall be limited to those required in the delivery of public services to the various target groups within the County including, but not limited to Spanish, Tagalog.

B. Bilingual Pay Differential Allowance

1. Designated employees shall be eligible to receive additional compensation at the rate of ~~seventy-five~~ eighty dollars (~~\$75.00~~) (\$80.00) per pay period (approximately ~~\$1,950.00~~ \$2,080.00 per year).
2. Such compensation shall be effective the first day of the payroll period following certification by the Department of Human Resources that the employee is eligible to receive the bilingual differential.

C. Termination of Bilingual Pay Differential Allowance

The bilingual differential allowance shall cease when any of the following occurs:

1. The employee terminates their employment with the County.
2. The position is determined to no longer require bilingual skill.

3. The employee is assigned to a position not requiring the bilingual ability.

An employee who is on leave of absence without pay during a pay period shall receive the bilingual differential in proportion to the relationship the time worked during that pay period bears to eighty (80) hours.

D. Procedures for Requesting the Bilingual Pay Differential Allowance

1. Recommendations for bilingual appointments shall be submitted by the department head to the Department of Human Resources and shall include:
 - a. Name and class of each employee recommended for duties requiring bilingual skills.
 - b. A description of the bilingual duties to be performed by each employee in sufficient detail to indicate second language to be utilized, purpose, nature and frequency of use.
 - c. Location of assignment.
2. An employee may appeal the recommendation of the department head to the Director of Human Resources who shall approve or deny the request.
3. For classified employees, an employee or a department head may appeal denial of the request by the Director of Human Resources to the Civil Service Commission which shall make the final decision to approve or deny the request.

8.2 Call Back and Standby Pay Differential

A. Call Back

Any employee who is called back to work shall be paid for call back duty at their straight time hourly rate, (subject to the provisions of **Section 8, Hours of Work and Overtime**, not to exceed the maximum step of the working level classification, with a guaranteed payment equivalent to three (3) hours straight time pay when the call back time worked is less than three (3) hours.

B. Standby

Standby is any time other than time when the employee is actually on duty during which an employee is not required to be on County premises but stand ready to immediately report for duty and must arrange so that their supervisor can reach the employee in ten (10) minutes notice or less.

If an employee is placed on standby duty, such employee shall be compensated for the time spent on assigned standby at four dollars (\$4.00) per hour. If such standby is spent on weekends or holidays, the employee shall be compensated at five dollars (\$5.00) per hour. No employee shall be paid for standby duty and call back work simultaneously.

Employees in professionally licensed medical, psychiatric and dental classifications shall be compensation for the time spent on assigned standby at four dollars (\$4.00) per hour.

Classes used as standby and call back must be approved by the County Administrator both as to authorized classes and authorized numbers.

8.3 Shift Differential

- A.** All Management and unrepresented employees who work an assigned swing or graveyard shift, shall, in addition to their regular salary, be paid a shift differential for each swing or graveyard shift actually worked.
- B.** For the purposes of this Section, swing shift shall mean a work shift of eight (8) consecutive hours or more which includes at least four (4) hours of work between the hours of 5:00 p.m. and 10:00 p.m. Graveyard shift is defined as a work shift of eight (8) consecutive hours or more which includes at least four (4) hours or more of work between the hours of 10:00 p.m. and prior to 5:00 a.m. Overtime which is worked as an extension of an assigned day shift shall not qualify an employee for shift differential.
- C.** The rate of shift differential shall be five and one half percent (5.5%) over the employee's hourly rate for each hour actually worked on a swing shift and six and three-quarters percent (6.75%) over the employee's hourly rate for each hour actually worked on a graveyard shift.

8.4 Management Business Expense

- A.** Eligibility for Management Business Expense
County department heads, assistant department heads, and management employees who are incumbent in positions not represented by a recognized employee organization shall be eligible for the management business expense benefit.
- B.** Reimbursement of Management Business Expenses
Reimbursement for business expense shall be made in accordance with the following:
 - 1.** Designated County officials and employees, as defined by the Board of Supervisors and/or County Administrator, shall be reimbursed for actual out-of-pocket payments up to twenty-five dollars (\$25.00) in any month for business meals, and/or for other authorized expenditures, including business meals, and aggregate total of three hundred dollars (\$300.00) for the fiscal year.
 - 2.** Other eligible employees shall be reimbursed for actual out-of-pocket payments up to ten dollars (\$10.00) in any month for business meals, and/or for other authorized expenses, including the business meals, an aggregate total of one hundred twenty dollars (\$120.00) for the fiscal year.
 - 3.** For purposes of this Section, business meals are defined as those for which the primary purpose is the conduct of County business. Such expense may include the cost of meals for others when costs are incurred in the conduct of County business. Authorized expenses other than business meals shall be limited to professional organizations, education expenses exceeding the County tuition reimbursement allowance amounts,

professional publication subscriptions and related expenses approved by the appointing authority.

4. Each department head will be responsible for the control of the Management Business Expense Reimbursement.
5. Claims for reimbursement shall be made in accordance with procedures prescribed by the Auditor-Controller.
6. Any employee incumbent in an eligible position described in paragraphs **8.4.B1** and **8.4.B2** above, for less than a full fiscal year shall be eligible to receive an aggregate total reimbursement for expenses multiplied by the number of full calendar months the employee was an incumbent in that position.
7. Failure of an employee to continue in County service through resignation or discharge will result in the forfeiture of any allowance received in excess of the amount to which the employee is entitled under paragraph **8.4.B5** above. In such situations, the Auditor-Controller is authorized to make a deduction from the employee's final payroll warrant for the appropriate amount over-claimed.

8.5 Executive Management Business Expense Allowance

County officials and employees in the following positions will be provided a business expense allowance to cover incidental expenses incurred in the performance of their duties:

County Administrator	\$75 biweekly
Department Heads	\$75 biweekly
Assistant Department Heads	\$75 biweekly
Undersheriff	\$75 biweekly

8.6 Automobile Allowance

All Department Heads will receive a biweekly automobile allowance at either Level 1 (\$300.00) or Level 2 (\$200.00). The County Administrator, in consultation with the Auditor-Controller has the authority for establishing or modifying the level of the allowance for affected individuals. This allowance covers travel expenses in lieu of the use of any County vehicle or mileage reimbursement. The County Administrator shall periodically review and validate or modify all automobile allowances.

In addition, at the request of the Department Head, the County Administrator, in consultation with the Auditor-Controller may approve an automobile allowance in an amount up to the Level 1 amount of \$300 for certain County employees when it is deemed appropriate due to the travel requirements of the position.

8.7 Professional Allowance

Each attorney in the classes of Chief Deputy County Counsel, Chief Deputy Public Defender and Chief Deputy District Attorney will receive ~~\$25.00~~ fifty dollars (\$50.00) per pay period as a professional business allowance to cover costs of work-related items including, but not limited to,

training (registration fees, lodging, etc.), reference materials or other professional expenses. Plans for expenditure of this allowance must be submitted to the appointing authority for approval.

8.8 Emergency Response Compensation

Effective the pay period of October 30, 2022 if, during a local emergency proclaimed by the Board of Supervisors, or by the County Administrator and ratified by the Board of Supervisors if necessary pursuant to Government Code section 8630, lasting more than three consecutive full days during which the County activates its Emergency Operations Center (EOC), exempt personnel who the County requires to work in the EOC will receive additional compensation at their hourly rate for each hour worked in the EOC in excess of 40 hours in the work week, up to a combined maximum 100 hours per fiscal year. Employees must be assigned to work as part of the EOC response and must complete an Activity Log (ISC 214).

8.9 Management Business Expense Allowance

Chief Deputy and senior management employees will receive a business expense allowance in the amount of fifty dollars (\$50.00) per month to cover incidental expenses incurred in the performance of their duties.

9. VACATION

- A. Every unrepresented employee in a regular or limited-term position shall receive vacation benefit for each pay period of continuous service according to the following schedule:

Continuous Service	Period of Continuous Service	Vacation Accrual
0 through 78 pay periods	3.08 hours	200 hours
79 through 260 pay periods	4.62 hours	280 hours
Over 260 pay periods	6.16 hours	360 hours

Vacation accrual shall date from the first of the pay period following the pay period in which the employee commenced such continuous service. If such commencement date was the first working day of the pay period, vacation accrual shall start from such commencement date. Vacation accrual is credited at the end of each pay period and may be taken in the following pay period.

- B. Every unrepresented employee in a regular part-time or limited-term position shall receive vacation benefits and maximum earnable vacation accrual in the same ratio to the vacation benefits received by an employee in a regular full-time or limited-term position with like pay periods of consecutive service, as the number of hours in the part-time work schedule is to the numbers of hours in the full-time work schedule.
- C. Vacation time taken shall not be counted as time worked for purposes of overtime computation.
- D. Absence without pay for more than sixteen (16) working hours in a pay period shall cause the pay period's service not to be counted toward earning vacation credit.

- E. Employees who are terminating their employment for reasons other than paid County retirement shall not use vacation or comp time as their termination date (e.g., requesting vacation or comp time to begin 3-7 and the actual termination date to be 3-13, etc.).
- F. Employees with a probationary period do not become eligible to take their earned vacation until they have completed thirteen (13) pay periods of continuous service and, thereafter, employees then become eligible to take vacation as it is earned. Employees without a probationary period and remain in an at-will status are eligible to take their earned vacation as it is earned. Once an employee becomes eligible to take earned vacation, the employee may use this vacation as an extension of sick leave when the sick leave balance is exhausted.
- G. Notwithstanding any other provision of this resolution, department heads, assistant department heads, and other employees in positions assigned to the Executive Management Group, employed full time in a regular position, shall receive vacation benefits of 6.16 hours per pay period of continuous service to a maximum accrual of 480 hours. Persons employed on a less than full time basis shall receive vacation benefits on a pro rata basis, proportional to their authorized hours, to a maximum accrual of 480 hours. Elected officials are not subject to this provision.
- H. Newly hired employees in the Senior Management Group employed full time in a regular or limited term position, shall receive vacation benefits according to the following schedule:

<u>Pay Periods</u>	<u>Per Pay Period of Continuous Service</u>	<u>Maximum Earnable Vacation Accrual</u>
0 through 78 pay periods	4.62 hours	320 hours
79 through 260 pay periods	4.62 hours	400 hours
Over 260 pay periods	6.16 hours	480 hours

Unrepresented persons employed on a less than full time basis shall receive vacation benefits on a pro rata basis, proportional to their authorized hours.

- I. Each department head shall be responsible for scheduling the vacations of their employees in such a manner as to achieve the most efficient functioning of the department and of the County service. No person shall be permitted to work for compensation for the County in any capacity during the time of the employee's paid vacation from County service.
- J. Any person separating from County service who has not taken their earned vacation, if any, shall receive the hourly equivalent of the employee's salary for each hour of earned vacation, up to the end of the last full pay period worked, based on the pay rate in effect for each person on the last day actually worked. Such payment shall be to the nearest one tenth of an hour. Employees terminating from County service prior to becoming eligible to take earned vacation shall be paid for earned (accrued) vacation. For purposes of this Section, sick leave and compensatory time off with pay shall be counted as days worked. When separation is caused by death of an employee, payment shall be made to the estate of such employee, or in applicable cases, as provided by Section 630 of the Probate Code.
- K. With Department Head approval and authorization by the Director of Human Resources, a person who has separated service from the County and who was receiving pay in lieu of unused vacation may be re-employed by the County of Solano.

- L. Regular County employees appointed to fill an unexpired term of an elected County official or elected to office while holding a regular County position shall have their unused accrued vacation paid off at the hourly rate of their regular County position held immediately prior to their appointment to the elected position. An elected County official may defer receipt of their unused accrued vacation payout until their current term of office ends; provided, the elected County official was in their position as of the date this amendment became effective [12-06-2016].
- M. Prior to the beginning of each calendar year, an unrepresented employee wishing to cash out up to eighty (80) hours of vacation accruals, may make such a request between November 1st and by no later than December 20th of the preceding year. This election shall be irrevocable. Payment will be made before December 31st of the next calendar year. Approval of such a request will be conditional upon:
 - 1. The requirement for the employee to have accrued the requested number of hours to be cashed out; and
 - 2. The requirement that the employee has taken at least eighty (80) hours of vacation during the calendar year in which the irrevocable election is made.

10. SICK LEAVE

- A. Every employee holding a regular or limited-term full-time position shall accrue 3.70 working hours sick leave with pay for each full pay period of service or a pro-rata amount for a partial pay period of service.-It shall be computed to the nearest hundredth of an hour. Sick leave accrual is credited at the end of each pay period and may be taken in the following pay period.
- B. Every employee holding a regular or limited-term part-time position shall accrue sick leave with pay in proportion to the relationship their basic workweek bears to forty (40) hours. No such employee shall earn sick leave credit during a pay period in which the employee is absent without pay more than fifteen (15) percent of the regularly scheduled working hours for the position.
- C. With the exception of a CalPERS retired annuitant¹, Extra Help employees who are not represented under a collective bargaining agreement shall accrue sick leave at the rate of 0.034 (three one-hundredths and four one-thousandths) for every full hour worked, and a pro-rata amount for each partial hour worked.
- D. An employee who enters the service of Solano County in a regular or limited-term position shall begin earning sick leave dating from the first of the pay period following the pay period in which the employee commenced such continuous service, unless such commencement date was the first working day of a pay period, in which case, the first day of sick leave accrual shall date from the first of the pay period in which the service began.
- E. Not more than eighty (80) hours of sick leave annually may be granted to an employee for absence due to the care or attendance of ill or injured members of their immediate family. Not more than

¹ Under Labor Code section 245.5(a)(5), a CalPERS retired annuitant shall not accrue sick leave unless that individual reinstates to active employment status (and temporarily discontinues receipt of retiree benefits).

one hundred twenty (120) hours of sick leave annually may be granted to an employee in the Executive Management Group or the Senior Management Group for absence due to the care or attendance of ill or injured members of their immediate family.

- F.** Sick leave shall not be used in lieu of vacation, but vacation or compensatory time off may be used in lieu of sick leave, after accrued sick leave has been exhausted. Sick leave taken shall not be counted as time worked for purposes of overtime computation.
- G.** Elected County Officials shall not themselves be subject to the limitations of **Section 10, Sick Leave** however, regular County employees who are appointed to fill an unexpired term of an elected County official or elected to office while holding a regular County position shall have their unused accrued sick leave paid off at the hourly rate of their regular County position held immediately prior to taking the elected position. An elected County official may defer receipt of their unused accrued sick leave payout until the employee separates from the County; provided, the elected County official was in their position as of the date this amendment became effective.
- H.** Termination of an employee's continuous service, except by reason of temporary layoff for lack of work or funds, shall cancel all sick leave accrued to the time of such termination, regardless of whether or not such person subsequently re-enters the County service. No payment shall be made to any employee for unused sick leave accumulated to their credit at the time of termination of employment, except for reasons of regular or disability retirement, death, release from County employment as a result of a permanent reduction in the number of authorized regular help positions, or taking office as an elected County official. Employees terminating employment because of regular or disability retirement, death, release from County employment as a result of a permanent reduction in the number of authorized regular help positions, or to take office as an elected County official and the limitations provided in **paragraph H** (above), shall be paid for accumulated unused sick leave in the following manner:

Convert all to the Retirement Health Savings Account to pay for retiree medical in accordance with County policy.

The date of termination of employment shall be considered as the date certified by the Department head as the last day worked, or the last day in an authorized leave without pay status, and shall not include the equivalent time involved in any overtime or vacation payoff made at the time of termination.

- I.** An employee who is rehired into a regular or limited term position within one year from their date of employment separation shall, upon rehire, have their previously accrued and unused sick leave added back to their sick leave accrued leave balance. For the purposes of this paragraph, the term "unused sick leave" means those sick leave hours which were accrued and not used in any fashion (e.g., hours used, paid out or converted as provided elsewhere within this chapter).
- J.** For the purposes of this Section, a member of the immediate family is construed to mean the employee's:
- Grandparent
 - Parent (biological, adopted, foster, step, legal guardian, or person who stood in loco parentis when the employee was a minor child)

- Spouse
- Registered domestic partner
- Person assuming the role of the employee's spouse (two persons regardless of their gender who satisfy the following conditions and intend to do so indefinitely: a) the two parties reside together and intend to reside together indefinitely and share the common necessities of life; b) the two parties are not married, eighteen years or older, not related by blood closer than would bar marriage in the State of California, and mentally competent to consent to contract; and c) not married or in a domestic partnership with someone else)
- Child (biological, adopted, foster, step, legal ward, or a child to whom the employee stands in loco parentis, regardless of the child's age or dependency status)
- Sibling
- Grandchild

K. Hospitalization of a member of the immediate family is a valid reason for sick leave under the following conditions:

1. A day's absence may be authorized for the employee to be at the hospital on the day of an operation, on the day of a birth of his child or in the event of a critical illness of a member of the immediate family. Absences for these reasons for more than one day may be authorized on sick leave only if a doctor provides a written statement that the employee's presence, away from work, is required.

L. The Auditor-Controller shall maintain sick leave records of all personnel.

11. LEAVE CONTRIBUTION PROGRAM

The Leave Contribution Program assists employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury or other circumstances. The Program allows other employees to donate time to the affected employee so that the employee can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury, condition or circumstance.

11.1 Eligibility for Leave Contribution Program

To be eligible for this benefit, the receiving employee must: 1) Be a regular full time or regular part time employee who has passed their initial County probationary period, 2) Have exhausted all accumulated leave including, vacation, sick leave (unless the leave involves the care of another and the six days of family sick leave have been used or involves other circumstances), administrative leave and/or compensatory time off, 3) Be unable to return to work for at least 30 days, and 4) Have applied and received approval for a Leave of Absence Without Pay.

11.2 Benefits of the Leave Contribution Program

Accrued vacation, compensatory time off (CTO), and/or Administrative Leave hours donated by other employees will be converted to sick leave and credited to the receiving employee's sick leave time balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For as long as the receiving employee remains in a paid status, seniority, and all other benefits will continue, with the exception of sick leave and vacation accrual. The total leave credits received by an employee will not

normally exceed three months. However, if approved by the department head and the Director of Human Resources, the total leave credits may be extended on a case by case basis.

If the leave is for reasons other than the employee's own illness or injury, the donated leave will be converted to vacation and credited to the employee's vacation accrual on an hour-for-hour basis.

While an employee is on leave using donated leave hours, no vacation or sick leave hours will accrue.

11.3 Guidelines for Donation of Leave Credits to the Leave Contribution Program

- A. Accrued vacation and compensatory time off, and/or Administrative Leave hours may be donated by any regular or regular part time employee who has completed their initial County probationary period.
- B. Time donated will be converted from vacation, CTO, or Administrative Leave hours to sick leave hours and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For employees who are using leave, for circumstances other than their own injury or illness, the donated hours will be converted to vacation.
- C. The total amount of time donated to one employee by another employee shall not exceed forty (40) hours. The total leave credits received by the employee shall not normally exceed three months; however, if approved by the Department head, the Director of Human Resources may approve an extension to six months total time.
- D. Initial leave time donations must be a minimum of eight (8) hours and thereafter, in four hour increments. An employee cannot donate leave hours which would reduce their vacation balance to less than 40 hours.
- E. The use of donated leave hours will be in consecutive one shift increments (i.e., 8 hours for a full time employee working five eight hour days/week).
- F. Under all circumstances, time donations made by the employee are forfeited once made. In the event that the receiving employee does not use all transferred leave for the catastrophic illness/injury, any balance will remain with that employee until that employee's separation from County service.
- G. Payment for unused sick leave at the time of termination of employment shall be in accordance with **Section 10, Sick Leave, paragraph H**.
- H. In accordance with Internal Revenue Service Ruling 90-29, leave transferred for medical reasons will not be considered wages for the employee who surrenders the leave and will therefore not be included in gross income or subject to withholding. An employee who donates leave incurs no deductible expense or loss either upon the donation or use by the recipient.

12. BEREAVEMENT LEAVE

- A. Employees shall be entitled to a bereavement leave, not chargeable to vacation or sick leave, in the event of the death of one of the following members of the employee's family:
- natural, step, adoptive parents and grandparents of the employee;
 - a person acting in loco parentis for the employee;
 - natural, step, current foster, adopted children and grandchildren of the employee;
 - natural, step, adopted siblings of the employee;
 - present spouse/domestic partner of the employee;
 - a person assuming the role of the employee's spouse;
 - ex-spouse/domestic partner who is a natural parent of a minor child in the custody of the employee;
 - natural parents and grandparents of the employee's spouse/domestic partner;
 - grandchildren of the employee's spouse/domestic partner;
 - natural siblings of the employee's spouse/domestic partner;
 - present spouses/domestic partners of the employee's natural and adopted siblings;
 - the employee's children's present spouse/domestic partner (e.g. son-in-law and daughter-in-law).
- B. Bereavement leave shall be a maximum of forty (40) hours within ten (10) consecutive calendar days. Leave benefits will be prorated for part-time employees based upon the number of hours worked in proportion to the relationship their basic workweek bears to forty (40) hours (for example, a half-time employee has a maximum of twenty (20) hours to use within the timeframe indicated above). Employees desiring more time off under these circumstances may request vacation or other appropriate leaves which may or may not be granted at the sole discretion of the department head. The department head may require an affected employee to submit proof of qualifying relationship in order to be eligible for bereavement leave.
- C. An employee who experiences a reproductive loss shall be eligible for bereavement leave in accordance with Section 12, paragraph B above. This provision shall be applicable to the employee who directly experienced the reproductive loss (e.g., mother or father) and the employee's parents. The employee's parents shall be allowed a maximum of twenty-four (24) hours of bereavement leave within ten (10) consecutive calendar days. Bereavement leave for a reproductive loss shall not be available to any other family members identified in Section 12, paragraph A.

For purposes of this section, a reproductive loss includes a miscarriage, stillbirth, failed surrogacy; failed adoption; or unsuccessful assisted reproduction procedure.

13. OTHER LEAVES

13.1 Maternity Leave

Sick leave may be used during pregnancy when the employee's physician has certified that, due to her pregnancy, she is no longer able to perform the duties of her position. Sick leave may be used after the birth of the baby if the employee's physician certifies that the employee is not yet able to perform the duties of her position. Employees who have been cleared to return to work by their physicians after pregnancy, but who wish to delay their return to work may request use of vacation, comp time or a leave

without pay following normal departmental procedures. However, sick leave is only available if there is a medical reason for the employee's continued absence from work.

13.2 Family and Medical Leave

- A.** In accordance with the Family Rights Act of 1991, a permanent full-time or permanent part-time employee who has been continuously employed by the County for one year may take up to a total of four (4) months in a 24-month period as an unpaid leave of absence for the purpose of caring for members of the employee's immediate family. The request for Family Leave shall be made in writing and is subject to the approval of the department head.
- B.** Immediate family is defined as a dependent child (including a foster child), spouse/domestic partner or parent of the employee. Family Leave may be used for the birth or adoption of a child, to care for a child with a serious illness or to care for a spouse/domestic partner or parent with a serious health condition, or to care for a designated person as provided for under FMLA/CFRA. The County may require that a request for a Family Leave be supported by a certification issued by a health care provider or by proof of adoption.
- C.** In the case of a birth or adoption of a child or in the case of the need to care for a seriously ill child, if both parents are employed by the County, both parents may not take Family Leave at the same time without the expressed consent of the employees' department heads. In addition, the leave taken by both parents shall not total more than four (4) months in a twenty-four-month period.
- D.** A female employee who wishes to use Family Leave in conjunction with the birth of a child may use one month of Family Leave in addition to the period of time the employee is considered disabled on account of pregnancy, childbirth, or related medical conditions, or four (4) months, whichever is greater, unless the employee and the department head agree otherwise.
- E.** If the employee's need for a leave is foreseeable, the employee shall provide their department head with reasonable advance notice. A request for Family Leave may be denied if granting such a leave would present an undue hardship to the operation of the department.
- F.** Upon returning from Family Leave, the employee will be employed in the same or a comparable position that has the same or similar duties and pay, which can be performed at the same or similar geographic location as the position held prior to the leave.

13.3 Jury Duty

- A.** Any regular or limited term employee ordered to appear as a witness in court other than as a litigant, to serve on a jury or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee shall be entitled to their regular County pay provided the employee deposits fees received for such services, exclusive of mileage, with the County Treasurer within thirty (30) calendar days after their excused absence for such duty. Requests for Jury Duty leave should be made by presenting the official court summons to the employee's immediate supervisor as soon as possible after receipt. Jury Duty is not considered as time worked for purposes of overtime compensation.
- B.** Employees assigned to day shift, and who are released from jury duty, must return to work if there is at least one (1) hour of work time remaining in the work shift, exclusive of travel time.

C. An employee assigned to swing shift shall not be required to be on jury duty and at work a combined total of more than twelve (12) hours. An employee assigned to grave shift is not required to report to work the day before he or she was committed for jury duty or served on a jury past 12:00 noon.

D. Verification of time of release from jury duty is required.

13.4 Time Off for Blood Donation

Employees will be allowed to take the last two (2) hours of their work shift off without loss of pay and allowances for the purpose of donating blood. The employee will be required to provide proof that the employee did in fact donate blood during this time. This provision shall not be exercised more frequently than once in any three (3) month period. Time provided under this provision shall not be cumulative and advance approval for each donation period shall be obtained from the appropriate department supervisor.

13.5 Time Off for Promotional Examinations

All persons in the classified service shall be entitled to necessary time off with pay for the purpose of taking promotional examinations for the County. This shall include resulting hiring interviews for which they may be eligible.

13.6 Military Leave of Absence

A. A request for military leave of absence shall be made upon forms prescribed by the Director, shall include a copy of the employee's military orders, and shall include the date such military leave is to begin and the probable date of return. All employees shall be entitled to military leave of absence and compensation as provided in the California Military and Veterans' Code Section 395, et. seq., and California Government Code Section 20892.5, 20892 and Title 38 USCS 2021, et. seq. to the greater of either said law/code or one hundred ninety (190) hours per fiscal year.

1. In addition to the benefits provided pursuant to Section 395 of the California Military and Veterans' Code, any permanent employee of the County of Solano who qualifies for the benefits described in Section 395 of the California Military and Veterans' Code and who, as a member of the California National Guard or a United States Military Reserve organization, is called to active duty shall have their benefits extended as follows:

For a period not to exceed sixty (60) days following the date on which all paid military leave ceases, the County will continue to contribute the County's share of monthly premiums for health, dental and vision insurance for the employee and dependents for the plans the employee was enrolled in at the time he/she was activated. In order for this to occur, the employee is responsible for submitting payment to the County for the employee's share of the monthly premium.

The level of benefits may change due to labor agreements or resolutions adopted by the Board of Supervisors. In addition, the employee shall not be eligible to receive or participate in certain life, disability, health, medical, dental and/or vision insurance benefits which are limited because of contract language in the various contracts of insurance maintained by the County.

This section does not apply to employees ordered to active or temporary military duty for purposes of military training encampment, naval cruises, special exercises or like activity for which the employee is entitled to temporary leave of absence pursuant to Section 395.01.

2. An eligible employee on active military leave on or after November 19, 2019 may opt into this program for the entirety of current active military leave, subject to the Maximum Duration of Time limitation.

- a) Military Leave

All employees shall be entitled to military leave of absence and compensation as provided in California Military and Veterans Code Section 395-395.02 to the greater of either said law/code or one hundred ninety (190) hours of paid Temporary or Active-Duty Military Leave (excludes Inactive Duty such as weekend drills) per fiscal year for each hour in which the employee was otherwise scheduled to work.

Employees on Active Duty exceeding one hundred ninety (190) hours may receive "Supplemental Military Pay" up to the "Maximum Duration of Time," as defined in this Section. Supplemental Military Pay for time past 190 hours can be used for only one deployment under this Section. The eligible employee must elect to receive Supplemental Military Pay. There is not a defined deadline for the employee to elect into this supplemental military pay.

- b) Eligibility

To be eligible for this benefit, the employee must have been employed by Solano County for a period of not less than one year immediately prior to the date upon which his/her military leave of absence begins. In determining the one-year of public agency service, all recognized military service is considered as public agency service.

- c) Compensation

Any eligible employee who is on military leave of absence, shall be entitled to compensation as provided in California Military and Veterans Code Section 395-395.02 to the greater of said law/code or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave (excludes Inactive Duty such as weekend drills) per fiscal year for each hour in which the employee was otherwise scheduled to work.

Following exhaustion during the fiscal year of the greater of Military and Veterans Code Section 395-395.02 compensation or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave, the eligible employee may receive "Supplemental Military Pay."

"Supplemental Military Pay" is defined as the difference in the employee's (Higher Paid) base County salary and the employee's (Lower Paid) base military salary. The employee's base County salary shall be identified by referring to the County's "Listing of Classes and Salaries" in effect on the first day of active military leave, and no incentive pays such as POST Pay, bilingual differential, or similar factors shall be considered. This calculation is made as of the first day of the employee's active military leave for that particular deployment and shall not be adjusted during the deployment.² The employee must furnish to his/her department a copy of his/her military pay (e.g., through a military pay stub which documents the base pay rate) within thirty (30) calendar days of his/her deployment.

Supplemental Military Pay is earnings and subject to payroll taxes (e.g., Medicare, Social Security, income taxes), recognized employee association/union dues, deferred compensation contributions, garnishments, and all other deductions in effect on the calendar day immediately prior the start of Supplemental Military Pay with the exception of CalPERS retirement (see Benefits).

At the beginning of the next fiscal year, the eligible employee will again receive the greater of California Military and Veterans Code Section 395-395.02 or one hundred ninety (190) hours of paid Temporary or Active-Duty Military Leave.

The "Maximum Duration of Time" for Supplemental Military Leave is defined as eighteen (18) months³ less those periods of the greater of California Military and Veterans Code Section 395-395.02 or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave.⁴ The 18 month period continues to run during times when an employee is not receiving Supplemental Military Pay but is instead receiving the greater of California Military and Veterans Code Section

² For example, a general wage increase which occurs during the deployment shall not cause a recalculation of the difference in pay.

³ As an example, if an employee's military orders state that the employee will be deployed for eleven (11) months, then the Maximum Duration of Time is eleven (11) months. Or, as an example, an employee's military orders state that the employee will be deployed for twenty (20) months, then the Maximum Duration of Time is eighteen (18) months.

⁴ Example A: Employee begins Active Duty military leave on July 1, 2020 and receives the greater of M&VC395-395.02/190 hours, begins Supplemental Military Pay on approximately August 1, 2020 for approximately 11 months, receives M&VC395-395.02/190 hours again on July 1, 2021, continues Supplemental Military Pay on approximately August 1, 2021 and the Supplemental Military Pay stops on approximately January 31, 2022 as the total of M&VC395-395.02/190 hours + Supplemental Military Pay + M&VC395-395.02/190 hours + Supplemental Military Pay equals 18 months.

Example B: Employee begins Active Duty military leave on April 1, 2020 and receives the greater of M&VC395-395.02/190 hours, begins Supplemental Military Pay on approximately May 1, 2020 for approximately 2 months, receives Active Duty military leave on July 1, 2020 and receives the greater of M&VC395-395.02/190 hours, begins Supplemental Military Pay on approximately August 1, 2020 for approximately 11 months, receives M&VC395-395.02/190 hours again on July 1, 2021, continues Supplemental Military Pay on approximately August 1, 2021 and the Supplemental Military Pay stops on approximately November 30, 2021 as the total of M&VC395-395.02/190 hours + Supplemental Military Pay + M&VC395-395.02/190 hours + Supplemental Military Pay + M&VC395-395.02/190 hours + Supplemental Military Pay equals 18 months.

395-395.02 or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave.

An employee not receiving pay under the greater of Military and Veterans Code Section 395-395.02 or one hundred ninety (190) hours of paid Temporary or Active-Duty Military Pay, or the Supplemental Military Pay may use his/her eligible accrued leaves (e.g., vacation, compensatory time off, administrative leave, attorney time off) (sick leave is not an eligible leave).

c) Benefits

During periods of pay during the greater of Military and Veterans Code Section 395-395.02 or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave, the employee's benefits which were active on the prior calendar day shall continue (with the County and employee continuing to pay their own respective share of said continued benefits).

During periods of Supplemental Military Pay, health insurance coverage will continue, with both the County and the employee contributing their own respective shares. During periods of Supplemental Military Pay employees are not eligible to receive cafeteria plan "waive money" or "cash back." The employee may elect to continue other benefits which are subject to COBRA provisions by enrolling in said benefits during the COBRA election/enrollment period.

During periods of pay of Supplemental Military Pay, the employee shall not receive County paid holidays, and not receive accrued time off (such as vacation, sick leave, administrative leave, attorney time off, nor any accruals).

Unless otherwise directed by CalPERS law or regulation, during periods of Supplemental Military Pay, the employee does not receive CalPERS service credit and neither the County nor the employee pay into the CalPERS retirement system.

d) Other

A probationary employee or a promotional probationary employee on military leave shall be required to complete the balance of his/her probationary period upon his/her return to work. An eligible employee who is receiving pay under this program shall continue to receive service credit for the purposes of determining duration of County service. An eligible employee who is receiving pay not under this program but rather through the use of his/her accrued leaves shall receive service credit for the purposes of determining duration of County service. An employee who is not receiving pay does not receive service credit for the purpose of determining duration of County service.

- B.** An employee who resigns in order to enter active duty military service shall have the right to return to County employment after the termination of his/her active military service as provided

by Section 395.3 of the California Military and Veterans' Code and Title 38 USCS 2021, et., seq. (Veterans' Reemployment Right).

13.7 Leave of Absence Without Pay

- A.** A leave of absence may be granted only to an employee having a satisfactory record, and only upon the exhaustion of all other appropriate leave balances. Department heads may authorize a leave of absence without pay for a regular, limited term, or probationary employee for a period of time not to exceed thirty (30) calendar days. Successive leaves may not be granted by department heads. The department head shall immediately notify the Director of Human Resources by the use of forms prescribed by the Director of Human Resources and shall state specifically the reason for the request, the date when it is desired to begin and the probable date of return.
- B.** A leave of absence request shall normally be initiated by the employee, but may be initiated by the employee's department head. The department head shall indicate on the request form their recommendation as to whether the request should be granted, modified or denied and shall promptly transmit the request to the Director of Human Resources.
- C.** A leave of absence without pay either approved by the department head or approved by the department head and the Director of Human Resources, shall be transmitted by the Director of Human Resources to the Auditor-Controller for appropriate action.
- D.** A leave of absence without pay may be for a period not to exceed one (1) year. Such leave may be extended for an additional year provided the request for the extension, processed as the original request, is made at least ten (10) days prior to the end of the original leave. The Director of Human Resources shall be promptly notified at the return of any employee from a leave of absence without pay.
- E.** Neither leave accruals nor benefits shall accrue while an employee is on leave of absence without pay, except as required under the Federal Family and Medical Leave Act.
- F.** Immediately prior to or at the time of return from leave of absence to active duty the employee may be required by their department head to submit a statement from their physician certifying as to their physical and/or mental ability to resume the duties of the employee's position.
- G.** Whenever an employee has been granted a leave without pay and desires to return before expiration of such leave, the department head may require that reasonable notice not in excess of fifteen (15) calendar days be given.
- H.** A leave of absence may be revoked by the Director of Human Resources upon evidence submitted by the department head that the cause for granting leave was misrepresented or has ceased to exist.
- I.** Failure to return at the expiration of a leave of absence or being absent without leave shall be considered an automatic resignation. Such a resignation may be rescinded by the department head if the employee presents satisfactory reasons for their absence within three (3) days of the date their automatic resignation became effective.

- J. A leave of absence without pay may be granted for any of the following reasons:
1. Illness or disability
 2. Pregnancy
 3. To take a course of study which will increase the employee's usefulness on return to their position.
 4. For other reasons acceptable to the department head and/or the Director of Human Resources.
 5. Illness of a family member or other qualifying criteria under the Federal Family and Medical Leave Act.

14. HOLIDAYS

- A. Only regular, probationary, limited-term and part time intermittent employees are eligible for paid holidays.
- B. A new employee whose first working day is the day after a paid holiday, shall not be paid for that holiday.
- C. Employees terminating employment for reasons other than County retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.
- D. Employees terminating employment for reasons other than County retirement may not use vacation leave, sick leave or comp time on the day after a holiday if the last working day is before the holiday. A holiday or floating holiday shall not be used as the date of termination (e.g., January 1st) in order to be paid for that day.
- E. Employees on a leave of absence without pay for both the regularly scheduled working day before a holiday and the regularly scheduled working day after a holiday shall not be paid for that holiday.
- F. Part-time employees are eligible for paid holidays on a pro-rata basis as hours worked relates to forty (40) hours.
- G. Holidays Worked

Any employee who is required to work on a fixed paid holiday, which is part of their regular workweek shall be entitled to compensatory time off for the time actually worked. A full-time employee whose regularly scheduled day off falls on a paid holiday shall be entitled to eight (8) hours of compensatory time off. Such compensatory time off shall be scheduled at the discretion of the department head within one year from the day of the holiday. Time off on recognized fixed County holidays shall be counted as time worked for purposes of overtime calculation.

- H. When a paid holiday falls on a Saturday, the preceding Friday is a paid holiday. When a paid holiday falls on a Sunday, the Monday following is a paid holiday.

I. Holidays

1. Fixed Paid Holidays Include:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3 rd Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	3 rd Monday in February
Memorial Day	last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Indigenous Peoples' Day	2 nd Monday in October
Veterans' Day	November 11
Thanksgiving	4 th Thursday in November
Day following Thanksgiving	4 th Friday in November
Christmas Eve Day*	December 24
Christmas	December 25
New Year's Eve*	December 31 st

*In accordance with County Code Section 2-01, the County's normal business hours are 8:00 a.m. to 5:00 p.m. As the normal workday is eight (8) hours and normal meal period is one (1) hour, the County's anticipated meal period is from 12:00 noon to 1:00 p.m., which is unpaid. On these dates, employees who are scheduled to work shall receive ~~and shall use~~ four (4) hours of holiday pay which shall be used at the end of their work shift.

2. Other Paid Holidays:

- a. Unrepresented employees receive one (1) paid floating holiday in each calendar year. The timing of an employee's use of the floating holiday shall be subject to advance approval of the Department Head or designee.
- b. In addition to subparagraph a. above, regular and limited term confidential employees who have retained their Civil Service status, receive one (1) paid holiday in each calendar year. The timing of an employee's use of the floating holiday shall be subject to advance approval of the Department Head or designee.

In addition to subparagraph a. above, regular and limited term Executive management, Legislative management and senior management, receive one (1) paid holiday in each calendar year. The timing of an employee's use of the floating holiday shall be subject to advance approval of the Department Head or their designee.

- c. Special or limited holidays appointed by the President or Governor.
- d. Such other days in lieu of holidays as the Board of Supervisors may determine.

3. County Recognized (Unpaid) Holiday

Juneteenth June 19

The County’s business hours will not change on County recognized holiday(s). Employees who wish to take time off to observe this holiday may request the day off, using their accrual vacation leave or floating holiday to observe the holiday. Time off request shall follow Countywide and/or departmental time off request procedure/policy.

15. PROBATIONARY PERIOD

15.1 Probationary Period

The following provisions apply only to those employees designated as members of the Classified Service or Undesignated Employees upon which “for cause” status has been conferred by the Board of Supervisors, or by state or federal law. Employees in positions designated as at-will do not serve a probationary period and do not have any right to retreat to a former or vacant position.

- A.** New or re-employed employees in full-time regular positions except as otherwise specified in applicable Memoranda of Understanding, shall serve a probationary period of thirteen (13) full pay periods from the date of appointment ending with the last day of the thirteenth (13th) full pay period.
- B.** All full-time employees who transfer from one department to another shall serve a probationary period of thirteen (13) full pay periods.
- C.** All full-time employees who are promoted shall serve a probationary period of thirteen (13) full pay periods from the date of promotion ending with the last day of the thirteenth (13th) pay period unless the probationary period for the new classification is longer.
- D.** All part-time employees shall serve a probationary period beyond thirteen (13) pay periods in proportion to the relationship their regular workweek is to forty (40) hours.
- E.** Any leave-of-absence with or without pay, military leave-of-absence or jury duty exceeding seven (7) calendar days shall cause the employee's probation period to be extended by an amount equal to the number of pay periods during which the employee was on the leave-of-absence with or without pay, military leave or jury duty.
- F.** There shall be an evaluation of each employee's job performance seven (7) pay periods from the date of appointment to a regular or limited-term position and before any merit increase or every

twenty-six (26) pay periods after reaching the top step of the salary range for the class in which they are employed.

- G.** The probationary period may be extended by mutual agreement between the probationer, appointing authority, and the Director of Human Resources; provided; however, that the probationary period may not exceed twenty-six (26) pay periods of active duty. Employees whose probationary period is extended shall be evaluated at ninety (90) day intervals until the conclusion of the extended probationary period.
- H.** New and re-employed employees who have not completed their initial probationary period are eligible for Promotion. They are not eligible to transfer from one department to another unless the allocated position occupied by that employee is transferred to another department.
- I.** Rejection of Probation
 - 1.** A probationary employee may be separated from the service at any time during the probationary period without right of appeal or hearing unless the employee alleges that such separation was based upon discrimination. In such cases, the appeal and hearing shall be processed in accordance with the Non-Discrimination Section 1.031 of the Civil Service Rules.
 - 2.** Notwithstanding any other provisions of this Section, an employee who has completed the probationary period following initial appointment, but fails to complete the probationary period for a position to which the employee has been promoted or transferred shall have the right of appeal in accordance with Section IX of the Civil Service Rules.

15.2 Rejection of Employee During the Probationary Period

- A.** Notwithstanding any other provisions of this Section, an employee who has completed their initial County probationary period and is rejected during the probationary period from a position to which the employee had been promoted or transferred may be restored to their former position. Such restoration is not mandatory but is optional at the discretion of the department head, and subject to the limits of available authorized positions.
- B.** An employee who (1) has completed an initial County probationary period and obtained permanent status; (2) is promoted from one class to another, both of which are in the same department and subject to these provisions; and (3) fails the promotional probationary period, shall be restored to the classification held immediately prior to promotion, if a position in that class is vacant. Such restoration includes restoration of the employee's former salary, merit increase eligibility date, and all other benefits to which the employee would have been entitled if the promotion had not occurred.
- C.** If an employee cannot be restored to the former class,
 - 1.** The employee may be appointed by the department head to any other vacant position in any class provided:
 - a.** the position is in the current department;

- b. the class is subject to these provisions;
 - c. the employee meets the minimum qualifications for the class;
 - d. the salary range for the class does not exceed the salary of the class held immediately prior to promotion;
 - e. the Director of Human Resources concurs with the appointment.
2. The employee will serve a new probationary period.
 3. The employee's name will be placed on the current or continuous eligible list for that classification held immediately prior to promotion. The employee's name will be certified along with the regular number of applicants to vacancies in the class until the employee is selected or the eligible list is abolished.

16. RESERVED

17. FURLOUGHS

17.1 Closure of County Facilities to Achieve Cost Reductions

- A. The Board of Supervisors shall have the right to close County facilities and or cease County operations regardless of funding source, for up to twelve (12) workdays per fiscal year (July 1 to June 30). The twelve (12) days will be determined at the sole discretion of the County. If the County, in its sole discretion, decides to invoke this authority, it will notify impacted employees of this decision and the dates of the operations/facility closures.
- B. The purpose of the facilities/operations closure is to reduce the need for layoffs and to establish a schedule for the uniform closure or ceasing of certain County Facilities and/or operations.
- C. The closure shall not apply to twenty-four-hour institutions and operations designated by the County Administrator to be twenty-four-hour operations, specified law enforcement functions, or other public services that normally operate on legal holidays. Services that do not normally function on legal holidays will be closed unless otherwise authorized by the Board of Supervisors or the County Administrator.
- D. The County's projection of revenue and expenditures, and the County's exercise of the discretion to implement furloughs, shall not be subject to the grievance provisions of this Personnel and Salary Resolution.

17.2 Employees' Pay Reductions/Accrual of Deferred Hours

- A. This provision applies to all employees except those employees who are exempt from deferred hours as specified in **Section 17.3**.
- B. The reduction in pay shall be prorated over up to twenty-four (24) pay periods, two (2) pay periods for each day facilities/operations are closed. At the discretion of the County Administrator, but

no earlier than the first pay period of the fiscal year, and for each pay period thereafter, four (4) hours pay shall be deferred. Employees shall be paid for seventy-six (76) hours although they work eighty (80) hours. Part-time employees shall receive prorated hours deferred and prorated salary reduction.

- C. On days County facilities/operations are closed in accordance with this provision, employees will utilize deferred hours to maintain their level of pay. If employees do not have sufficient deferred hours, they will be allowed to use vacation, CTO, or other appropriate leave accruals to maintain their level of pay. If no accruals are available for use, employees will use leave without pay to cover all or a portion of the furlough day.

17.3 Employees Exempt from Pay Reductions/Deferred Hours

The Board of Supervisors authorizes the County Administrator to determine which positions within these 24 hour facilities/units cannot be subject to furlough leave due to the need to provide services that are necessary to the protection of public health, safety and welfare.

17.4 Paid if Required to Work

- A. Employees who are subject to this provision but are required to work on days County facilities/operations are closed pursuant to this provision shall be paid for such work time at their normal hourly rate unless they are entitled to overtime pay. Their deferred time shall be taken on another day as determined by the appointing authority.
- B. Exempt employees (exempt from overtime requirements of the Fair Labor Standards Act (FLSA)) temporarily lose their exempt status during the pay period any furlough leave is taken. This means that during the pay period the furlough leave is taken, the employee will be treated as an hourly employee and is eligible for overtime compensation for any overtime hours authorized and worked in that pay period. Any overtime hours worked will be subject to the provisions of **Section 20.2, Overtime, paragraph C, Overtime Payment.**

17.5 Furlough Days on Scheduled Day Off

Employees whose normal day off falls on a furlough day will not be paid for that day. Their deferred time shall be taken on another day as determined by the appointing authority.

17.6 Impact of Furlough on Benefits

There will be no reductions in County contributions to employee group insurance nor leave accruals during pay periods of facility/operations closure. Income tax and social security will be based on actual pay.

17.7 Impact of Furlough on Holidays

If a day of facilities/operations closure is on a Friday preceding a Saturday holiday, employees will receive up to eight (8) holiday CTO hours which may be taken on another day.

17.8 Treatment of Deferred Hours at the End of the Fiscal Year

Employees who have an accrued balance of deferred hours at the end of the fiscal year may take such time during the next fiscal year.

17.9 Terminating Employees

Employees who terminate employment will be paid for any accrued deferred hours at their normal rate of pay.

17.10 Effects of Furlough

Effects of this provision on pay, benefits integration, modified workweeks, time bases and other terms and conditions of employment are listed on **Appendix D** for described situations. **Appendix D** is incorporated herein as an expressed term of this article.

18. DISCIPLINARY ACTION

- A.** Employees who are designated as “at-will” serve at the pleasure of the Appointing Authority and may be terminated at any time by the Appointing Authority.
- B.** Board Administrative Assistants serve at the will of the individual member of the Board of Supervisors who appointed them.
- C.** Employees who occupy positions designated as federally funded and subject to a merit system shall be subject to disciplinary action according to the approved merit system.
- D.** Undesignated Employees for whom another process is not provided pursuant to a collective bargaining agreement and who are designated as “for cause” may be disciplined pursuant to the following process:
 - 1.** Employees designated as “for cause,” except those serving a probationary period, shall not be suspended, demoted or terminated without cause.
 - 2.** A disciplinary order proposing a suspension, demotion or termination, shall be made in writing by the Appointing Authority or designee and delivered to the individual employee at least seven (7) days prior to the effective date of the action. The notice of action shall include the proposed action and a description of the facts upon which it is based. Any other documentation of the facts upon which the action is based shall be made available to the employee for review at their request.
 - 3.** The affected employee may request a hearing before the County Administrator or designee prior to the effective date of the disciplinary action. The hearing will be informal in nature. The County Administrator or designee may rely on documentary evidence. The employee shall have the opportunity to refute the facts upon which the action is based either personally, in writing or by use of witnesses. The employee shall be entitled to be represented by an individual of their choosing or may respond without representation. An employee who fails to timely request a hearing shall be deemed to have waived his or her right to a hearing.
 - 4.** The County Administrator or designee shall issue a written decision as quickly as possible and not later than 10 days after the hearing. The decision of the County Administrator or designee shall be final.
- E.** Employees who are designated as Classified may be disciplined subject to the rules and regulations of the Civil Service. Attention is directed to the provisions of **Chapter 20, Article 1 of**

the Solano County Code and to the Civil Service Rules of the County of Solano for the procedures to be followed in the areas of discipline, separations and appeals.

- F. Employees who occupy positions exempt from the overtime provisions of the Federal Fair Labor Standards Act (FLSA) shall not be subject to any disciplinary action for violations of non-safety rules which result in deductions of pay, such as suspensions without pay, of less than the duration of an employee's work week, or if suspended without pay for less than a full work week for violation(s) of non-safety rules then the employee shall be FLSA non-exempt during said work week.

19. GRIEVANCES

19.1 Grievance Definition

A grievance is any dispute which involves the interpretation or application of any provision of this Personnel and Salary Resolution, which is not covered by a Memorandum of Understanding (for represented employees), excluding those provisions of this Personnel and Salary Resolution which specifically provide that the decision of any County official shall be final, the interpretation, or application of those provisions not being subject to the grievance procedure.

19.2 Grievance Purpose

The purposes of this procedure are:

1. To resolve grievance disputes informally at the lowest possible level;
2. To provide an orderly and prompt procedure for resolving disputes which arise regarding the interpretation of the Personnel and Salary Resolution;
3. To encourage communication between employees and County representatives;
4. To determine and correct, if possible, the causes of grievance disputes.

19.3 Grievance Steps

Grievances shall be processed in the following manner:

1. Step 1: Informal Discussion:
An employee who believes that the employee has a grievance shall discuss their complaint with their immediate supervisor (or such management official designated by the department head) within fifteen (15) calendar days of the incident or occurrence. This meeting shall be held in an effort to resolve the grievance informally. The immediate supervisor shall have ten (10) calendar days from the date of the informal discussion to respond to the employee. If an agreement is reached to resolve the issue, the supervisor shall confirm the outcome in writing.

If the supervisor's response does not resolve the grievance, the employee has ten (10) calendar days from the date of the supervisor's response date to file the grievance in writing with the department head or designee. If the supervisor fails to respond, the employee has ten (10) calendar days from the date the supervisor's response was to be issued to file the grievance in writing with the department head or designee.

2. Step 2: Department Head and/or Designated Representative:

The department head or designated representative will meet with the grievant and shall provide a written response to the grievant within twenty-one (21) calendar days of having received the grievance.

If the grievance is not resolved within the department, the employee shall have the right to appeal the grievance to the Director of Human Resources, in writing, within fifteen (15) calendar days of the response made at Step 2. Notwithstanding this procedure, all complaints involving or concerning the payment of compensation shall be in writing to the Director of Human Resources or designee with a copy to the department head.

3. Step 3: Director of Human Resources:

An employee may notify the Director of Human Resources or designee in writing that a grievance exists stating the particulars of the grievance and, if possible, the nature of the determination desired. The Director of Human Resources or designee shall have twenty-one (21) calendar days in which to investigate the issues, meet with the complainant and attempt to reach a satisfactory resolution of the problem.

4. Step 4: County Administrator:

If the grievant is not satisfied with the decisions rendered by the Director of Human Resources, the employee may appeal the decision to the County Administrator's Office within ten (10) days after receiving the Director of Human Resources' decision. The County Administrator (CAO), or designated representative, shall render a final decision upon review of the written request of the grievant and the presentation of evidence. The decision of the CAO or designee is the last step in the appeals process. It is final and binding on the parties and the decision cannot be appealed further.

19.4 Grievance Conditions

A. Failure to Act:

If the finding or resolution of a grievance at any step of the procedure is not appealed within the prescribed time, said grievance shall be considered settled on the basis of the last answer provided, and there shall be no further appeal or review. Should management not respond within the prescribed time, the grievance may proceed to the next step.

B. Extension and Curtailment of Time Limits:

The time limits provided may be extended or reduced by mutual written agreement of the grievant and an appropriate representative of the County when extenuating circumstances are found to exist.

C. Written Records of Grievances:

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file in the Human Resources Department and shall not be kept in the personnel file of any of the participants.

D. Freedom from Reprisal:

An employee filing a grievance in conformity with this policy shall have freedom from reprisal.

E. Representation:

An employee may have representation at all steps in the preparation and presentation of a grievance, except at the informal discussion stage of the procedure.

F. County Time:

Necessary and reasonable County time for the processing of a grievance shall be authorized for the employee who has filed the grievance.

20. HOURS OF WORK AND OVERTIME

20.1 Hours of Work

The workweek is forty (40) hours of work in any seven (7) consecutive calendar days. The workweek schedule consists of five (5) eight (8) hours days. However, department heads may establish workweek schedules which differ from the schedule above, upon recommendation of the County Administrator and approval by the Board of Supervisors. It is the duty of each department head to arrange the work of their department so that each employee works not more than forty (40) hours in a workweek. A department head may require any employee to temporarily work in excess of forty (40) hours when necessary.

20.2 Overtime

A. Overtime Work Defined

1. Overtime is not applicable to those employees who are designated as FLSA exempt.
2. For employees assigned to an eight (8) hour day/five (5) days per week work schedule, overtime work shall be defined as all work specifically authorized by the department head that is performed in excess of forty (40) hours per week.
3. Off duty time spent as a witness in court in connection with regular duties as a County employee shall be considered overtime.
4. Time worked beyond the official forty (40) hour workweek shall not be considered overtime unless it has been specifically ordered or authorized by the department head.

B. Application of Overtime

1. If, in the judgment of a department head, work beyond the official forty (40) hour workweek is required, the employee may order such overtime work. This overtime work will be compensated for as provided in this Section. The County Administrator may require department heads to obtain approval prior to ordering overtime work by an employee in excess of eighty (80) hours in a fiscal year.
2. Time worked as overtime shall not be counted as service time for purposes of employee benefits eligibility or accrual or probation or merit increase periods. Compensatory time off taken by an employee may be used as part of the established workweek to earn employee benefits and to serve out probation and merit increase periods.
3. No department head may employ a person from outside the department as a substitute for an employee who is on compensatory time off. No department head shall assign an

employee within the department as a substitute for another employee who is on compensatory time off, where such employee assigned received an increase in pay, as a result of such assignment. Within budget limitation, extra-help employees may be utilized to substitute for employees who are on compensatory time off.

4. No regular, probationary or limited-term employee may be employed in one or more positions, full or part-time, more than a total of forty (40) hours per week, excepting authorized overtime, unless authorized by the Board of Supervisors. Nothing in this Section is to preclude an employee from temporarily serving in another capacity in the event of an emergency, provided the employee has the approval of their department head.
5. Department heads and assistant department heads shall not be subject to this Section.

C. Overtime Payment

1. The Board of Supervisors, by, amendment to the Alphabetical Lists shall adopt a list of employees by classification who are assigned specific overtime codes (e.g., 01, 02, 03, 05, 09 etc.).
 - a. Employees incumbent in classifications designated as overtime code 01 shall be granted compensatory time off (CTO) for all overtime worked at straight time. Extra help employees in classifications designated as 01 shall receive straight time pay for all overtime worked.
 - b. Employees incumbent in classifications designated as overtime code 02 shall be granted CTO for all overtime worked at straight time. Whenever an accrual balance is at or above forty hours, the employee may elect to receive straight time pay for overtime worked. Extra help employees in classifications designated as overtime code 02 shall receive straight time pay for all overtime worked.
 - c. Employees incumbent in classifications designated as overtime code 03 shall be paid for all overtime worked at one and one-half times the normal hourly rate.
 - d. Employees incumbent in classifications designated as 05 shall not be compensated for overtime worked.
 - e. Employees incumbent in classifications designated as overtime code 09 shall be paid for all overtime worked at one and one-half times the regular rate of pay; however, employees may be granted, at the sole discretion of the department head, CTO at one and one-half hours off for each hour worked in lieu of overtime payment.
2. Any employee separating from the County service shall be paid for any existing CTO balance at the time of such separation at the hourly rate at which the employee is currently employed.
3. Payment for overtime shall be separately itemized on the payroll certification.

4. Any CTO accumulation in excess of eighty (80) hours shall be taken off within the fiscal year in which it is earned. If the department head is unable to schedule sufficient time off during the fiscal year, the employee's accrual balance shall be reduced to eighty (80) hours at the beginning of the next fiscal year and the employee paid for all hours reduced from his or her balance at the employee's applicable straight time rate in effect on the last full pay period in the outgoing fiscal year.
5. Compensatory time off taken by an employee shall be counted as time worked for purposes of overtime computation.
6. CTO hours accumulated because an employee is on the "9/80" pay period work schedule must be consumed within the same fiscal year earned and shall not be carried forward into the succeeding fiscal year.
7. When an employee in a regular part-time position is required to work in excess of their regular work schedule during any week to cover seasonal peak work loads, emergency extra work loads of limited duration, necessary vacation relief and other similar situations, such work shall be compensated for at the employee's regular rate. For time worked in excess of forty (40) hours, the employee will be paid as provided in this Section.
8. Time off on recognized fixed County Holidays shall be considered time worked for overtime calculation purposes

20.3 Rest Periods

Employees may take one 15 minute rest period for each four (4) hours worked. Usually breaks are scheduled mid-morning and mid-afternoon and are counted as time worked. If the employee does not take a break, it is waived. Since breaks are on paid County time, employees should not leave the worksite during a break.

21. RESERVED

22. OTHER PROVISIONS

22.1 Duties Imposed on Officers and Employees to be Performed; Staggering of Hours of Employment

Nothing contained in this resolution shall prevent, relieve or otherwise excuse any County employee from the performance of any duty imposed upon him/her by law, the Solano County Code or other ordinance of this County, or from the rendering of service at such times and places as are necessary in order to properly perform the functions of their office or employment. County officers and heads of departments are empowered to stagger, rearrange and adjust the hours of employment of employees in such a manner as to enable them to keep their offices open at all times required.

22.2 Mileage Reimbursement

Any employee who is required to use a private automobile in the performance of their duties for the County shall receive compensation for the use of such automobile at a rate established by the Board of Supervisors.

22.3 Travel Reimbursement for Executive Management Employees and Elected County Officials

Executive Management employees and elected County officials shall be reimbursed for in and out-of-County travel expenses at rates in accordance with the County's travel and mileage reimbursement policy.

22.4 Medical Examination Program

The Solano County Medical Examination Program, established to govern conditions upon which medical examinations are required, is hereby incorporated by reference. Attention is directed to this program which is contained in a separate booklet entitled, "Solano County Medical Examination Program", available to departments from the Human Resources Department.

22.5 Licensing and Certification Fund

The Licensing and Certification Fund provides for reimbursement to County employees for whom specific licenses or certifications are a requirement for them to do their job. Reimbursement will be made to regular full-time or regular part-time employees who are filling at least fifty (50) percent of an allocated position. Eligible part-time employees will be reimbursed a percentage of the cost of the license or certification in proportion to the percentage of the time worked. Any eligible full-time or part-time employee who avails him/herself of this Fund and who voluntarily leaves the County service during the fiscal year in which the employee drew upon the Fund, shall reimburse the County on a pro-rata basis the amount the employee received from the Fund.

22.6 Moving and Relocation Expense Allowance Policy

A. The County Administrator has discretion and is authorized to provide a moving and relocation expense allowance to an individual offered a department head position. Conditions for receiving the moving and relocation expense allowance for the newly hired department head are:

- as a condition of receiving the allowance, must move into Solano County and then maintain residency within Solano County during the "repayment period"; and
- for a minimum of three (3) years following date of hire (hereafter, the "repayment period") neither voluntarily separates from County employment nor changes their primary residence to a location outside of Solano County; and
- sign an acknowledgement of, and agreement to, these conditions.
- if the employee does not satisfy the repayment period, shall repay to the County in accordance with the following schedule:
 - employed for one year or less, shall repay 100% of the moving and relocation expense allowance;
 - employed for greater than one year but less than two years, shall repay 75% of the moving and relocation expense allowance;
 - employed for greater than two years but less than three years, shall repay 30% of the moving and relocation expense allowance;
 - employed for greater than three years, shall repay zero percent (0%) of the moving and relocation expense allowance.

B. The moving and relocation expense allowance may be used to cover moving household items, personal effects, transporting vehicles and non-standard items (e.g., boats, trailers, machinery), pet relocation, temporary housing, travel costs during transitional period, and such other moving and/or relocation expenses as determined by the employee. The employee shall not be required to provide receipts or other proof of payment of such moving and relocation expenses.

- C.** The employee shall be responsible for any payment of state and/or federal taxes related to the receipt of the moving and relocation expense allowance.
- D.** The moving and relocation expense allowance shall not exceed six thousand dollars (\$6,000) and such amount shall be set at the discretion of, and approval by, the County Administrator, with payment received on the department head's first or second paycheck following date of hire.
- E.** The Board of Supervisors may delegate authority to the County Administrator, on an individual on a case-by-case basis, a variance to provisions within this policy, provided such variance is provided during a Board of Supervisors' closed session discussion on public employee appointment or during a public meeting of the Board of Supervisors.

Appendix A – Regarding Payment of Enhanced Pension Formula (PERS 2.7% @ 55)

Note: The amounts shown exclude the increase cost of the employee contribution from 7% to 8%. This formula was prepared June 10, 2002 and serves as a basis for future calculations and is included here for reference.

Cost of benefit	\$75,036,452
Term in Years	20
Amount due to County each year	\$3,751,823
Variable	Value
Pay Periods per year	26
Number of pay periods	520
Number of employees	2,320
Average monthly salary	\$4,074
Average per pay period gross salary	\$1,880
Average Annual Gross Salary	\$48,888
Total Annual Payroll	\$113,420,160
Formula for Employee Share	Amount
Annual amount of payback = Total cost divided by 20 years	\$3,751,823
Average per employee payback = Divide annual amount of payback by the average number of employees for the previous year	\$1,617.16
Average payback per employee per pay period = Divide the annual per employee payback by number of pay periods	\$62.20
Percentage of gross per pay period salary deducted from each eligible employee = Divide the average payback per employee per pay period by the average per pay period gross salary. Maximum of three percent (3%).	3.31%

Appendix B – Regarding Payment of Enhanced Pension Formula (PERS 2% @ 50)

Note: This formula was prepared March 13, 2002 and serves as a basis for future calculations and is included here for reference.

Cost of benefit	\$10,150,111
Term in Years	20
Amount due to County each year	\$507,506
Variable	Value
Pay Periods per year	26
Number of pay periods	520
Number of employees	__
Average monthly salary	__
Average per pay period gross salary	__
Average Annual Gross Salary	__
Total Annual Payroll	__
Formula for Employee Share	Amount
Annual amount of payback = Total cost divided by 20 years	\$__
Average per employee payback = Divide annual amount of payback by the average number of employees for the previous year	\$__
Average payback per employee per pay period = Divide the annual per employee payback by number of pay periods	\$__
Percentage of gross per pay period salary deducted from each eligible employee = Divide the average payback per employee per pay period by the average per pay period gross salary. Maximum of five percent (5%).	__%

Appendix C – Regarding Payment of Enhanced Pension Formula (PERS 3% @ 50)

Note: This formula was prepared July 23, 2004 and serves as a basis for future calculations and is included here for reference.

Cost of benefit	\$4,921,043
Term in Years	20
Amount due to County each year	\$220,742
Variable	Value
Pay Periods per year	26
Number of pay periods	520
Number of employees	113
Average monthly salary	\$5,122
Average per pay period gross salary	\$2,364
Average Annual Gross Salary	\$61,464
Total Annual Payroll	\$6,945,432
Formula for Employee Share	Amount
Annual amount of payback = Total cost divided by 20 years	\$220,742
Average per employee payback = Divide annual amount of payback by the average number of employees for the previous year	\$1,953.47
Average payback per employee per pay period = Divide the annual per employee payback by number of pay periods	\$75.13
Percentage of gross per pay period salary deducted from each eligible employee = Divide the average payback per employee per pay period by the average per pay period gross salary. Maximum of five percent (5%).	3.18%

Appendix D – Effects of Furlough

Situation	Result	Comments
Full-time (F-T) employees	Pay is reduced by 4.0 hours. 4.0 hours credited to furlough leave accruals.	
SDI Integration	Integrate leave accruals up to employee's Full Time Equivalency (FTE) less furlough hours.	Examples: F-T EE normally works 80 hours/pay period minus 4 furlough hours = integrate up to 76 hours. P-T EE normally works 40 hours/pay period minus 2 furlough hours = integrate up to 38 hours.
Workers' Compensation integration	Same as SDI integration.	See examples under SDI integration.
Leave without pay for partial pay period	Pay is reduced by 4.0 hours (or pro-rated if part-time employee). 4.0 hours credited to furlough leave accruals.	Furlough hours based on EE's normal FTE (not pro-rated based on hours worked).
Various shifts (4/10, 9/80)	Pay is reduced by 4.0 hours. 4.0 hours credited to furlough leave accruals. If furlough is day off, another day is taken as furlough.	
Promotion/Demotion	Pay is reduced by 4.0 hours. 4.0 hours credited to furlough leave accruals.	No effect on number of furlough hours unless there is a change in FTE.
Taxes	Taxes are withheld on the reduced salary.	
New hires (working less than 80 hours 1 st pay period)	Furlough hours pro-rated based on scheduled number of hours to be worked. Furlough hours credited to furlough leave accruals.	Example: EE starts work Tuesday after Monday holiday (works 72 hours of pay period) = 90% of pay period. 4.0 furlough hours x 90% = 3.6 hours credited to furlough leave accruals and pay reduced by 3.6 hours.

Holidays	No change.	EE must be in a paid status the day before and the day after the holiday to be compensated for the holiday.
Retirement deductions	Reduction in earnings due to furlough will reduce reportable earnings and reduce PERS deductions.	Retirement deductions taken based on reduced salary.
Retirement benefits	Retirement allowance calculated using the average monthly full-time pay rate (final compensation) reported to CalPERS for the highest 12 or 36 consecutive months of employment.	Furlough does not change pay rate. However, furlough could reduce special compensation amounts that are paid as a factor of earnings. In some cases final compensation could be reduced, but only for members with earnings-based special compensation whose highest 12 or 36 month period at retirement includes furlough time.
Health insurance contributions	No change.	As long as EE is in a paid status in the pay period, health insurance contributions will be made.
Leave accruals	No change.	Normal leave accruals will be earned.
Terminations	Employee is paid for any furlough hours accrued and not used.	Treated the same as vacation leave balance.
Differentials (% of actual earnings)	Differentials paid as a factor of earnings will be reduced based on reduced earnings.	Example: longevity pay.
Differentials (flat amount or % of pay rate)	No change.	Example: POST pay or shift differential.
Part-time employees	Furlough reduction will be pro-rated based on FTE.	
Change from FT – PT	Same as part-time employees' language.	
Change from PT – FT	Same as full-time employees' language.	
Voluntary Time Off (VTO)	Same as full-time employees' or part-time employees' language. If furlough day falls on day off, another day is taken as furlough.	The employee will be treated as any other full-time or part-time employee.
Not enough accrued furlough to cover furlough day	Use applicable leave balances. If no leave balances available, record leave without pay hours.	



Solano County

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

Agenda Submittal

Agenda #:	12	Status:	Consent Calendar
Type:	Contract	Department:	General Services
File #:	26-492	Contact:	Mark Hummel, 784-7900
Agenda date:	06/23/2026	Final Action:	

Title: Approve six Job Order Contracting (JOC) construction agreements, each with an initial maximum contract value of \$1,000,000; Authorize the County Administrator or designee to execute the agreements, related amendments, and job orders exceeding \$200,000, with County Counsel concurrence and within the approved project budgets; Delegate signing authority to the fiscally responsible department head to execute job orders of \$200,000 or less, with County Counsel concurrence and within the approved project budgets; and Delegate signing authority to the General Services Director or designee to execute Notices of Completion for projects completed through the JOC Program

Governing body: Board of Supervisors

District: All

Attachments: A - Links to JOC Contracts, B - Bidders of Record, C - Completed & In-Progress, D - Potential Projects

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

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

DEPARTMENTAL RECOMMENDATION:

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

1. Approve six Job Order Contracting (JOC) construction agreements, each with an initial maximum contract value of \$1,000,000;
2. Authorize the County Administrator or designee to execute the agreements, related amendments, and job orders exceeding \$200,000, with County Counsel concurrence and within the approved project budgets;
3. Delegate signing authority to the fiscally responsible department head to execute job orders of \$200,000 or less, with County Counsel concurrence and within the approved project budgets; and
4. Delegate signing authority to the General Services Director or designee to execute Notices of Completion for projects completed through the JOC Program.

SUMMARY:

The General Services Department (GSD) recommends the Board of Supervisors approve six new JOC

construction agreements (Attachment A), each with an initial maximum contract value of \$1,000,000. The agreements provide competitively procured construction services to support facility maintenance, repairs, renovations, and minor capital improvements at County facilities.

Attachment B summarizes the bid results, Attachment C summarizes completed and active JOC projects, and Attachment D identifies potential future projects eligible for delivery through the JOC program.

Established by the Board in 2022, the JOC program provides an efficient project delivery method through pre-established unit pricing. The proposed agreements will replace the 2025 JOC contracts, which expire on June 30, 2026. The contracts were publicly advertised and competitively bid in accordance with Public Contract Code requirements.

No bids were received for the Class C-39 (Roofing) contractor classification; therefore, staff recommends awarding only for the Class A (General Engineering) and Class B (General Building) classifications. Roofing-related projects may still be delivered through the awarded Class B General Building contractors or through a separate solicitation, as appropriate.

FINANCIAL IMPACT:

Each JOC contract is a unit-price, indefinite-quantity construction contract with an initial maximum contract value of \$1,000,000. This means work is assigned on an as-needed basis through individual job orders using pre-established unit pricing, up to the contract limit. There is no guaranteed minimum amount of work under any JOC contract.

Funding for JOC-assigned projects will be provided through approved capital project budgets or departmental operating budgets, as authorized by the Board. If necessary to meet project demands, the maximum dollar amount of an individual JOC agreement may be increased by amendment(s), subject to available appropriations and provided that the cumulative value of each JOC agreement remain within the statutory limits established by Public Contract Code section 20128.5, currently approximately \$6.591 million.

The costs associated with preparing this agenda item are nominal and absorbed by the department's FY2025/26 Working Budget.

DISCUSSION:

JOC Program

The JOC program provides an efficient method for procuring and delivering small- to medium-sized construction projects, including repairs, renovations, maintenance, in-kind replacements, and other time-sensitive improvements. The program utilizes Gordian Group, Inc.'s ("Gordian") Construction Task Catalog®, which contains pre-priced construction tasks based on local labor, material, and equipment costs. Contractors compete by submitting adjustment factors that are applied to the catalog pricing. The adjustment factors serve as the primary pricing component used to evaluate bids and establish contract pricing for the term of the agreement.

Projects are delivered through individual job orders and assigned based on contractor license classification, qualifications, capacity, and project requirements. The JOC program helps accelerate project delivery, improve cost control, and promote more efficient use of project funding. By competitively procuring contractors annually, the County reduces the time and administrative effort associated with bidding individual projects, allowing staff to focus on project implementation. The program also provides flexibility in addressing

deferred maintenance and operational needs while reducing potential bid protests and construction claims and allows contractor input during project development to help improve constructability, scheduling, and overall cost efficiency.

Since implementation in 2022, the County has completed or initiated approximately \$26 million in JOC-delivered projects. Representative projects include facility renovations, building system upgrades, public safety improvements, accessibility enhancements, technology upgrades, and infrastructure improvements. A summary of completed and active projects is provided in Attachment C.

Local Construction Industry Outreach/Participation

JOC contractors are required to make and document good-faith efforts to utilize local subcontractors, suppliers, and vendors when developing and performing individual job orders. For the purposes of the JOC program, a local business generally means a business that maintains a valid business license and physical business presence within Solano County.

GSD continues to encourage local participation and works with JOC contractors to expand outreach opportunities for local businesses as projects are developed and authorized.

JOC Solicitation/Bid Process

On March 27, 2026, GSD issued a Notice to Bidders for the 2026 JOC Program, seeking at least one contractor for each License Class A (General Engineering), B (General Building), and C-39 (Roofing). Notices were published in local newspaper on March 31 and April 5, 2026; posted on the County's purchasing platform (OpenGov); and shared with the local trade organization, plan rooms, trade journals, and contractor lists.

The bid package included Project Manual, Technical Specifications, and Gordian's Construction Task Catalog®. Contractors submitted adjustment factors to the catalog pricing representing indirect costs and profit. A mandatory pre-bid meeting, supported by Gordian, was held on April 7, 2026, with 17 contractors in attendance, none of whom were Solano County-based contractors.

Bid Results, Contract Awards

Bids were publicly opened on April 21, 2026, with 16 submissions received, none from Solano County-based general contractors (Attachment B). Because all bidders utilize the same pre-priced construction catalog, contractors compete by proposing adjustment factors that are applied to the catalog pricing. The resulting award criteria are used to identify the lowest responsive and responsible bidders. Based on evaluation of the bids and review of anticipated JOC projects (Attachment D), staff identified a sufficient number of lowest responsive and responsible bidders to support the County's anticipated workload and project delivery needs.

The contractors recommended for award have provided all required documentation including bonds, pre-award surveys, references, financial reports, and project management plans. In addition, contractor licenses and Department of Industrial Relations registrations were verified and found to be active and in good standing.

No bids were received for the Class C-39 Roofing Contractor classification. However, roofing-related projects may continue to be delivered through the awarded Class B General Building contractors, when appropriate, or through a separate solicitation if warranted by the project scope.

Awarding multiple JOC contracts provides the County with contractor capacity, specialized expertise, and flexibility to deliver multiple projects concurrently. Each agreement has an initial maximum contract value of \$1,000,000, with no guaranteed minimum amount of work.

JOC Projects

The FY2025/26 - FY2029/30 Capital Facilities Improvement Plan (“CFIP”) adopted by the Board on April 28, 2026, identifies numerous previously approved and funded projects eligible for delivery through the JOC program. Additional projects proposed in the FY2026/27 Recommended and Supplemental Budget may also be delivered through the JOC program, subject to Board approval and funding authorization.

Potential future projects eligible for JOC delivery are summarized in Attachment D and include facility renovations, infrastructure and utility improvements, building system renewals, public health and safety improvements, technology and security upgrades, and deferred maintenance projects intended to preserve County facilities and improve operational efficiency.

Notice of Completion

At the completion of individual JOC projects, a Notice of Completion (NOC) is recorded to formally close out the project and facilitate release of retention. To improve administrative efficiency and expedite project closeout, staff recommends delegating authority to the General Services Director or designee to execute NOCs for projects completed through the JOC program. Annual reporting on JOC program activity will continue to be provided to the Board.

ALTERNATIVES:

The Board could elect not to approve some or all the JOC contracts. This action is not recommended because the contracts were competitively procured in accordance with Public Contract Code requirements and are intended to support timely delivery of maintenance, repair, and capital improvement projects. Without these agreements, project delivery may be delayed and the benefits of the JOC program reduced.

OTHER AGENCY INVOLVEMENT:

The Project Manual and bid documents were reviewed by County Counsel, General Services’ Facilities Operations and Support Services - Purchasing and Administration divisions, Resource Management, and Gordian. County Counsel reviewed and approved each agreement as to form.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**General Services Department (GSD)
Job Order Contracting (JOC) 2026**

JOC Construction Agreements

The following document(s) can be accessed via the link(s) in the list below, in addition to being on file with the Clerk of the Board.

[GSD JOC 2026 - A.1 - Ground Control Contract](#)

[GSD JOC 2026 - A.2 - Granite Rock Contract](#)

[GSD JOC 2026 - A.3 - Bay Cities Paving](#)

[GSD JOC 2026 - B.1- Rodan Builders Contract](#)

[GSD JOC 2026 - B.2 - Aventus NV Contract](#)

[GSD JOC 2026 - B.3 - Staples Construction Contract](#)

**General Services Department (GSD)
Job Order Contracting (JOC) Program**

**Bidders of Record
(2026 JOC Solicitation)**

<u>Job Order Contract</u>	<u>Firms</u>	<u>Award Criteria</u>	<u>Location</u>
GSD JOC 2026 – A	Ground Control, Inc.	1.080	San Francisco, CA
GSD JOC 2026 – A	Granite Rock Company	1.090	Concord, CA
GSD JOC 2026 – A	Bay Cities Paving & Grading, Inc.	1.185	Concord, CA
GSD JOC 2026 – A	Aventus NV. Inc.	1.187	Boulder City, NV
GSD JOC 2026 – A	Aztec Consultants, Inc.	1.190	San Ramon, CA
GSD JOC 2026 – A	Rodan Builders, Inc.	1.203	Hayward, CA
GSD JOC 2026 – A	Swierstok Enterprise Inc., dba Pro Builders	1.284	Orangevale, CA
GSD JOC 2026 – B	Rodan Builders, Inc.	1.108	Hayward, CA
GSD JOC 2026 – B	Stratus Construction Co. <i>(Disqualified due to pre-award survey was submitted after deadline)</i>	1.120	Stockton, CA
GSD JOC 2026 – B	Aventus NV, Inc.	1.187	Boulder City, NV
GSD JOC 2026 – B	Staples Construction Company, Inc.	1.195	Ventura, CA
GSD JOC 2026 – B	Aztec Consultants, Inc.	1.209	San Ramon, CA
GSD JOC 2026 – B	Z Squared Builders, Inc.	1.259	El Dorado Hills, CA
GSD JOC 2026 – B	Swierstok Enterprise Inc., dba Pro Builders	1.275	Orangevale, CA
GSD JOC 2026 – B	Acco Engineered Systems, Inc.	1.289	Mather, CA
GSD JOC 2026 – B	Mesa Energy Systems, Inc.	1.339	Sacramento, CA

**General Services Department (GSD)
Job Order Contracting (JOC) Program**

JOC Projects (Completed and Active)

COMPLETED PROJECTS						
JOC Contract Year	Contract Number	BU	Project Name (Location)	Project Description	Project Budget	Final Job Order Value
2023	C.20.1	1792	Solano Justice Center HVAC Controls & Equip Replacement (321 Tuolumne Street, Vallejo)	Replace HVAC equipment and Building Management System Controls	\$ 8,177,428	\$ 5,843,411
2024	A.1	1738	Countywide Electric Vehicle (EV) Charging Infrastructure (Various Locations)	Support design and implementation of EV charging stations at multiple County facilities: -275 Beck Avenue, Fairfield -321 Tuolumne Street, Vallejo	(part of overall \$1,701,948)	\$ 520,124
2024	A.1	2965 ⁽¹⁾	Sandy Beach RV Sewer Connection (2333 Beach Drive, Rio Vista)	Connect dump station to the municipal sewer (ARPA project)	\$230,214	\$125,039
2024	A.1	2965 ⁽¹⁾	Vacaville Water Connection at Alamo Drive (1338 Alamo Drive, Vacaville)	Provide domestic water from City of Vacaville to six (6) residences (ARPA project)	\$301,500	\$119,766
2024	A.1	2966 ⁽¹⁾	Lake Solano Park Transformer Replacement (8685 Pleasants Valley Road, Winters)	Replacement of 10 transformers	\$ 252,720	\$ 194,493
2024	A.1	6362 ⁽¹⁾	Fairfield Civic Center Library EV Charging and Accessibility Improvement (1150 Kentucky Street, Fairfield)	Provide electric vehicle charging stations accessibility site work improvements	\$ 620,000	\$ 260,631
2024	B.2	1687	Public Defender Workstations (675 Texas Street, Fairfield)	Reconfigure existing investigations room, library, and storage to provide additional workstations and improve space usage	\$ 973,000	\$ 458,035
2024	B.2	1688	Justice Center Detention Facility (JCDF) Forensic Lab Improvements (530 Union Avenue, Fairfield)	Improvements to provide adequate and sterile workspace with proper ventilation to effectively complete forensic analysis	\$ 497,000	\$ 187,690
2024	B.2	1704	Alternate Public Defender Room Expansion (675 Texas Street, Fairfield)	Reconfigure three existing rooms to address Alternate Public Defender's group meeting space needs	\$ 355,000	\$ 131,576
2024	B.2	1973	County Administration Center (CAC) Space Utilization Study and Implementation – Phase 2 of 3 (675 Texas Street, Fairfield)	Construction/remodeling from study findings: - 6th Floor: LAFCO Relocation & Shared Conference Room Improvements, including accessibility improvements	(part of overall \$3,127,917)	\$ 841,825
2024	B.2	1990	Auditor-Controller Space Reconfiguration (675 Texas Street, Fairfield)	Improve security, accessibility, and staff workflow, including accessibility improvements	\$1,200,000	\$338,575
2024	B.3	1652 ⁽¹⁾	CoGen Storm Pump Replacement (517/523 Delaware Street, Fairfield)	Replacement of two (2) storm pumps <i>(Project consolidated into the Asset Protection Project, BU 1791)</i>	\$ 540,438	\$ -
2024	B.3	6309 ⁽¹⁾	Downtown Library Literacy Area Space Conversion (1150 Kentucky Street, Fairfield)	Convert underutilized technical space to improve literacy in children by providing additional support spaces (tutoring, workspace, study, and group meetings), and replace the entire fire alarm system	\$ 1,835,500	\$ 1,033,609
2025	A.3	1985	Dixon Vets Drainage Improvement & Building Implementation (1305 North First Street, Dixon)	Regrade rear yard drainage away from the building and replace the rear access walkway to address differential settlement and related damage	\$280,000	\$80,686

⁽¹⁾ Funded by departmental operating budget

⁽²⁾ Part of FY2026/27 Recommended or Supplemental Budget Requests

**General Services Department (GSD)
Job Order Contracting (JOC) Program**

JOC Projects (Completed and Active)

COMPLETED PROJECTS						
JOC Contract Year	Contract Number	BU	Project Name (Location)	Project Description	Project Budget	Final Job Order Value
2025	B.1	1676	Sheriff Carpet Replacement (530 Union Avenue and 530 Clay Street, Fairfield)	Replace carpet located in the Civil Area, Records, Warrants, and Dispatch Center at 530 Union Avenue in Fairfield, and the Office of Emergency Services at 530 Clay Street in Fairfield	\$ 375,000	\$ 151,496
2025	B.1	1778	JDF Temporary Prefab Courtroom (Phase 1 - Final Location) (740 Beck Avenue, Fairfield)	Purchase, transfer, and re-installation of six modular units from Willows, CA to the JDF campus: - Phase 1: relocating modulars to final location	(part of overall \$4,095,000)	\$80,119
2025	B.1	6362 ⁽¹⁾	Downtown Library Men's Restroom Code Upgrades (1150 Kentucky Street, Fairfield)	Provide 1st floor men's restroom accessibility improvements	\$545,000	\$326,014
SUBTOTAL CURRENT YEAR COMPLETED JOC PROJECTS						\$ 10,693,089
CUMULATIVE TOTAL PREVIOUSLY REPORTED THROUGH ANNUAL JOC PROGRAM UPDATES						\$ 4,176,899
TOTAL COMPLETED JOC PROJECTS						\$ 14,869,988

⁽¹⁾ Funded by departmental operating budget

⁽²⁾ Part of FY2026/27 Recommended or Supplemental Budget Requests

**General Services Department (GSD)
Job Order Contracting (JOC) Program**

JOC Projects (Completed and Active)

ACTIVE PROJECTS						
JOC Contract Year	Contract Number	BU	Project Name (Location)	Project Description	Project Budget	Current Job Order Value
2023	A.2	1736	Sandy Beach Day Use Access Improvements (2333 Beach Drive, Rio Vista)	Improve pathway to beach, public restrooms, and portions of public parking	\$1,278,984	\$502,279
2023	C-10.1	1796	CAC and CEC - Countywide Audio-Visual Upgrades (601 and 675 Texas Street, Fairfield)	Provide technology audiovisual upgrades to building common and departmental conference rooms at the County Administration Center and County Events Center	\$3,035,000	\$835,275
2024	A.1	1697	Lake Solano Water System Improvement (8685 Pleasants Valley Road, Winters)	Potable water and wastewater improvements (ARPA project)	\$1,776,000	\$1,354,573
2024	A.1	1778	JDF Temporary Prefab Courtroom (Phase 2) (740 Beck Avenue, Fairfield)	Purchase, transfer, and re-installation of six modular units from Willows, CA to the JDF campus: - Phase 2: Re-grading of the final location for the existing (relocated) modular courtroom	(part of overall \$4,095,000)	\$1,623,854
2024	A.1	1781	Lake Solano Waterfront and Boater Access Improvement (8685 Pleasants Valley Road, Winters)	Provide an accessible path of travel at the waterfront area to the existing restroom, a trail going to the Nature Center, and improved access to non-motorized vessels	\$3,705,170	\$1,862,353
2024	B.2	1743	701 Texas Exterior Painting (701 Texas Street, Fairfield)	Design and paint the exterior of the building; including expanded scope for lead abatement and structural repairs	\$1,205,000	\$817,573
2025	A.2	1778	JDF Temporary Prefab Courtroom (Unforeseen Site Utilities) (740 Beck Avenue, Fairfield)	Gas line replacement to buildings 2 and 3 at JDF campus	(part of overall \$4,095,000)	\$127,060
2025	B.1	1673	Human Resources Space Conversion (675 Texas Street, Fairfield)	Convert existing unneeded storage space to training/meeting space and staff breakroom	\$1,496,752	\$580,207
2025	B.1	1703	JDF Youth Room Anti-Slip Flooring (740 Beck Avenue, Fairfield)	Apply new epoxy flooring to 80 youth rooms in Building 1 of the JDF	\$600,000	\$409,771
2025	B.1	1988	Concrete Wall & Walkway Joint Sealing (Various Locations)	Provide protection from moisture penetration and prevent future cracks on concrete walkways and exterior walls -Phase 1: CAC campus	\$715,000	\$231,144
2025	B.2	1724 ⁽²⁾	460 Union Facility Improvements (Phase 1) (460 Union Avenue, Fairfield)	Interior and exterior building improvements to accommodate Probation's Reentry and Center for Positive Change programs, including office space for Probation staff - Phase 1: Demolition and core building systems improvements.	(part of overall \$4,625,000)	\$1,572,158
2025	B.3	1727	2201 Courage HVAC Remediation (2201 Courage Drive, Fairfield)	Study, design, and construction modifications needed to remediate the HVAC system and accommodate new equipment requirements	\$501,000	\$41,124

⁽¹⁾ Funded by departmental operating budget

⁽²⁾ Part of FY2026/27 Recommended or Supplemental Budget Requests

**General Services Department (GSD)
Job Order Contracting (JOC) Program**

JOC Projects (Completed and Active)

ACTIVE PROJECTS						
JOC Contract Year	Contract Number	BU	Project Name (Location)	Project Description	Project Budget	Current Job Order Value
2025	B.3	1738	Countywide Electric Vehicle (EV) Charging Infrastructure (Various Locations)	Support design and implementation of EV charging stations at multiple County facilities: -501 Union Avenue, Fairfield	(part of overall \$1,701,948)	\$64,743
2025	B.3	1798	H&SS Public Reception Updates - (Phase 2A) (Various Locations)	Enhance and improve security and accessibility of the public transaction counters at various H&SS facilities. -Phase 2A: 1119 E. Monte Vista, Vacaville (1st floor - E&SS)	\$2,736,763 (remaining balance of the overall \$3,541,000 project)	\$301,041
2025	B.4	1983	JCDF HVAC Reheat Coil Replacement (500 Union Avenue, Fairfield)	Replace failing reheat coils in the ceilings over inmate housing units as needed	\$800,000	\$500,000
TOTAL ACTIVE JOC PROJECTS						\$10,823,154

⁽¹⁾ Funded by departmental operating budget

⁽²⁾ Part of FY2026/27 Recommended or Supplemental Budget Requests

**General Services Department (GSD)
Job Order Contracting (JOC) Program**

JOC Projects (Completed and Active)

OVERALL TOTAL - COMPLETED JOC PROJECTS	\$ 14,869,988
TOTAL - ACTIVE JOC PROJECTS	\$10,823,154
CUMULATIVE TOTAL - COMPLETED AND ACTIVE PROJECTS SINCE PROGRAM INCEPTION (2022)	\$ 25,693,142

⁽¹⁾ Funded by departmental operating budget

⁽²⁾ Part of FY2026/27 Recommended or Supplemental Budget Requests

**General Services Department (GSD)
Job Order Contracting (JOC) Program**

Potential JOC Projects (2026 JOC Contracts)

PREVIOUSLY APPROVED AND FUNDED PROJECTS				
License Category	BU	Project Name (Location)	Project Description	Project Budget
A	1652 ⁽¹⁾	Fairfield Library Storm Drain Repair (1150 Kentucky Street, Fairfield)	Repair or replace storm drain line at Fairfield Library	\$ 75,000
A	1746	County Parking Lot Repaving Program (Various Locations)	Phased program to reseal, overlay and/or repair deteriorated public and staff parking lots at the following County campuses: -600 Kentucky Street, Fairfield -2101 Courage Drive, Fairfield -275 Beck Avenue, Fairfield -Vallejo H&SS/Justice Campus -Veterans Halls	\$2,302,500 (funded portion of the overall \$9,000,000 project)
A/B	1670	Cement Hill Tower Power Relocation (Phase 1) (3000 Claybank Road, Fairfield)	Relocate PG&E electrical service away from a damaged structure	\$956,596 (funded portion of the overall \$1,119,866 project)
A/B	1724 ⁽²⁾	460 Union Facility Improvements (Phase 2) (460 Union Avenue, Fairfield)	Interior and exterior building improvements to accommodate Probation's Reentry and Center for Positive Change programs, including office space for Probation staff -Phase 2: Interior buildout and site improvements.	(part of overall \$4,625,000)
A/B	1793 ⁽²⁾	JDF Covered Walkway Replacement (740 Beck Avenue, Fairfield)	Replace the existing aging covered walkway linking the existing Buildings 2 and 3 to Building 1, which will extend and complete the secured walkway currently in place at the JDF. Select security cameras will also be relocated due to new construction.	\$ 1,280,000
B	1661	H&SS Audio Visual Equipment (2101 Courage Drive, Fairfield)	Upgrade audio-visual equipment in the large conference room	\$ 374,100
B	1662	PH Lab Technician Space (2201 Courage Drive, Fairfield)	Convert existing Specimen Room 2200 into office space	\$ 58,000
B	1683	275 Beck Entry Enhancement (275 Beck Avenue, Fairfield)	Perform emergency repairs and necessary enhancements to the building façade, following the failure of decorative tile materials	\$ 500,000
B	1690	Stanton Correctional Facility Acoustical Upgrade (2450 Claybank Road, Fairfield)	Mitigate sound transmission between confidential interview rooms and to dampen reverberation along main interior corridors	\$ 516,000
B	1691 ⁽²⁾	Stanton Visitor Control Station Ballistic Upgrade (2450 Claybank Road, Fairfield)	Upgrade visitor control station that will provide additional protection and safety for staff and public at Visitor's Lobby	\$ 1,068,500
B	1693	Vallejo Justice Center Reroofing (321 Tuolumne Street, Vallejo)	Replace the end-of-life roof to improve building protection and reduced maintenance costs	\$ 4,171,000
B	1710	CAC Wayfinding Signage Improvements (675 Texas Street, Fairfield)	Improve wayfinding experience for both public and staff through a combination of digital kiosks and updated static signage	\$ 560,000
B	1712 ⁽¹⁾	197 Butcher Road Tenant Improvements (197 Butcher Road, Vacaville)	Renovation to house Sheriff's staff	\$ 1,560,000
B	1714	Cordelia Campus Parking Lot Expansion (2543 Cordelia Road, Fairfield)	Provide additional parking stalls to maximize space and restripe within existing parking lots and install new parking stalls	\$ 300,000
B	1718	JDF Walk-In Freezer & Refrigerator Replacement (740 Beck Avenue, Fairfield)	Replace existing walk-in freezer and refrigerator to help maintain safety and food quality in the Facility and comply with Environmental Health regulations	\$ 1,049,371
B	1719	Resource Management Lobby Reconfiguration (675 Texas Street, Fairfield)	Reconfigure public lobby counters to improve circulation and safety	\$ 525,000
B	1721	2101 Courage Behavioral Health Medical Improvements (2101 Courage Drive, Fairfield)	Remove underutilized medical records storage units and install 4-5 new workstations to accommodate staff workspace needs	\$ 100,000

⁽¹⁾ Funded by departmental operating budget

⁽²⁾ Part of FY2026/27 Recommended or Supplemental Budget Requests

**General Services Department (GSD)
Job Order Contracting (JOC) Program**

Potential JOC Projects (2026 JOC Contracts)

PREVIOUSLY APPROVED AND FUNDED PROJECTS				
License Category	BU	Project Name (Location)	Project Description	Project Budget
B	1734 ⁽²⁾	Beck Campus Wayfinding Signage Replacement (Beck Campus, Fairfield)	Replace and improve existing exterior wayfinding signage	\$ 287,000
B	1737	DOIT Replacement of Uninterruptable Power Supply (UPS) (675 Texas Street, Fairfield)	Replace aging and out-of-service UPS units	\$ 348,075
B	1739	Suisun Vets Fire Alarm Control Panel (427 Main Street, Suisun City)	Upgrade fire alarm system, including replacement of control panel and key devices and integration with the existing building management system	\$ 240,000
B	1744	Coroner's Walk-In Freezer and Cooler Replacement (520 Clay Street, Fairfield)	Remove and replace aging cooler and freezer units with new energy-efficient systems integrated with the Building Management System for monitoring	\$ 580,000
B	1748 ⁽²⁾	Resource Management Workforce Expansion (Phase 1) (675 Texas Street, Fairfield)	Assess expansion options and support initial implementation to accommodate workforce growth, including expansion of workstations, offices, and break room space	\$ 101,600
B	1774	Emergency Relief Shelter (McCormack Hall) (900 Fairgrounds Drive, Vallejo)	Emergency roof and wall repair at the McCormack Hall (ARPA Project)	\$ 3,559,894
B	1778	JDF Temporary Prefab Courtroom (Phase 3) (740 Beck Avenue, Fairfield)	Purchase, transfer, and re-installation of six modular units from Willows, CA to the JDF campus: - Phase 3: building interior and exterior improvements	(part of overall \$4,095,000)
B	1779	604 Empire Security Improvements (604 Empire Street, Fairfield)	Lobby security modification at the Family Justice Center	\$ 125,000
B	1784	County Veterans Building Signage Updates (Various Locations)	Signage updates for six Solano County Veteran's Halls	\$ 490,000
B	1786	JCDF Conference Room A/V Upgrades (500 Union Avenue, Fairfield)	Provide technology audiovisual upgrades for the Sheriff's Administration conference room	\$ 120,000
B	1794	Facilities Compliance Corrective Action Plan (Various Locations)	Address accessibility code compliance at various H&SS facilities	\$ 150,000
B	1798	H&SS Public Reception Updates - (Phase 2B & 3) (Various Locations)	Enhance and improve security and accessibility of the public transaction counters at various H&SS facilities. -Phase 2B: 2101 Courage Drive, Fairfield (WIC, AMH, and CMH) -Phase 3: 365 Tuolumne Street, Vallejo (3rd floor – WIC)	\$2,736,763 (remaining balance of the overall \$3,541,000 project)
B	1973	CAC Space Utilization Study and Implementation (Phase 3) (675 Texas Street, Fairfield)	Construction/remodeling from study findings -Phase 3: Install a secondary security desk and card reader access on the 1st floor lobby	\$655,625 (remaining balance of the overall \$3,127,917 project)
B	1984	Rio Vista Vets Reroofing (610 Street Francis Way, Rio Vista)	Remedy problems resulting from deferred maintenance and general age-related degradation of the building Work to be done will replace entire roofing system with new roof system	\$ 902,500
B	1989	JDF Exterior Repainting (740 Beck Avenue, Fairfield)	Renew exterior building envelope protective barrier against moisture penetration for Buildings 1, 2, & 3	\$ 815,000
B	1993	JCDF Sanitary Sewer Upgrades (530 Union Avenue, Fairfield)	As-needed urgent repairs to aging and failing sanitation lines	\$ 351,275
B	1995	Vallejo Vets Continued Improvements (420 Admiral Callaghan Lane, Vallejo)	Evaluate existing kitchen, bar, parking lot, and other building systems for code compliance	\$ 800,000
B	6362 ⁽¹⁾	Fairfield Civic Center Library Reroofing (1150 Kentucky Street, Fairfield)	Roofing replacement for the Fairfield Library	\$ 1,500,000

(1) Funded by departmental operating budget

(2) Part of FY2026/27 Recommended or Supplemental Budget Requests

**General Services Department (GSD)
Job Order Contracting (JOC) Program**

Potential JOC Projects (2026 JOC Contracts)

PREVIOUSLY APPROVED AND FUNDED PROJECTS				
License Category	BU	Project Name (Location)	Project Description	Project Budget
B	6362 ⁽¹⁾	Fairfield Civic Center Library Fence & Garden (1150 Kentucky Street, Fairfield)	Remodel Fairfield Library exterior to improve security and garden space	\$ 1,000,000
FY2026/27 SUPPLEMENTAL BUDGET REQUEST ⁽²⁾				
License Category	BU	Project Name (Location)	Project Description	Project Budget
B	1665	Department of Agriculture's Workspace Conversion (2543 Cordelia Road, Fairfield)	Reconfigure existing workspace to create a private office, including associated building system modifications	\$ 100,000

⁽¹⁾ Funded by departmental operating budget

⁽²⁾ Part of FY2026/27 Recommended or Supplemental Budget Requests



Solano County

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

Agenda Submittal

Agenda #:	13	Status:	Consent Calendar
Type:	Contract	Department:	General Services
File #:	26-466	Contact:	Mark Hummel, 784-7900
Agenda date:	06/23/2026	Final Action:	

Title: Approve a contract for \$820,750 with Thurmond Consulting LLC for project administration and grant compliance services for the new Behavioral Health Recovery Center project; and Authorize the County Administrator or designee, with County Counsel’s concurrence, to execute the agreement and any subsequent amendments within the approved project budget; and Approve any necessary subsequent appropriation transfer requests to recognize grant revenues and related project expenditures (4/5 vote required)

Governing body: Board of Supervisors

District: All

Attachments: A - Thurmond Consulting Contract, B - Budget Summary

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

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

DEPARTMENTAL RECOMMENDATION:

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

1. Approve a contract for \$820,750 with Thurmond Consulting LLC for project administration and grant compliance services for the new Behavioral Health Recovery Center project; and
2. Authorize the County Administrator or designee, with County Counsel’s concurrence, to execute the agreement and any subsequent amendments within the approved project budget; and
3. Approve any necessary subsequent appropriation transfer requests (ATRs) to recognize grant revenues and related project expenditures (4/5 vote required)

SUMMARY/DISCUSSION:

On October 7, 2025, the Board adopted a resolution authorizing Health & Social Services (H&SS) to submit an application for the State of California Department of Health Care Services (DHCS) Behavioral Health Continuum Infrastructure Program (BHCIP) Round 2 - Unmet Needs grant program. On March 11, 2026, DHCS announced conditional funding awards for 66 projects statewide, including Solano County’s Behavioral Health Recovery Center project (Project). The Project will support expanded behavioral health and substance use disorder services for the community through development of new behavioral health infrastructure facilities and related improvements.

Due to the significant financial management, reimbursement administration, reporting, audit, and regulatory compliance requirements associated with the BHCIP program, the County is recommending a contract with Thurmond Consulting LLC to provide project administration and grant compliance support services throughout the duration of the Project.

Services under the proposed agreement include grant administration support, reimbursement coordination, financial tracing, reporting assistance, compliance monitoring, audit support, and coordination with State funding agencies. Thurmond Consulting LLC assisted the County with preparation and submission of the successful BHCIP grant application and possesses specialized knowledge of the project scope, funding requirements, reimbursement procedures, and State compliance expectations. The proposed agreement qualifies as a sole source procurement under the County's Purchasing Policy, due to the consultant's specialized expertise and the importance of continuity of services associated with the Project.

The consultant services are administrative and advisory in nature and intended to support County staff throughout implementation of the Project. Final authority regarding project decisions, procurement activities, expenditures, contract approvals, and scope modifications will remain with the County. Staff is also recommending delegation of authority to the County Administrator or designee to execute the agreement and subsequent amendments, with County Counsel concurrence, within the approved project budget. Due to the multi-year nature of the Project and timing of grant reimbursements, subsequent ATRs may be required to recognize grant revenues and align project appropriations throughout implementation of the Project.

FINANCIAL IMPACT:

The proposed contract with Thurmond Consulting LLC is for an amount not to exceed \$820,750 and will provide project administration and grant compliance services throughout the duration of the Behavioral Health Recovery Center project.

The total project cost is currently estimated at \$37,004,579 and includes building construction costs of \$31,711,678; project administration, grant compliance, and project management costs of \$1,925,550 (including proposed Thurmond Consulting LLC's contract); engineering and design fees of \$1,200,000; permits and inspections of \$185,000; miscellaneous expenses of \$15,000; furniture, fixtures, and equipment of \$300,000; and project contingencies of \$1,667,351.

The Project is anticipated to be funded primarily through the State's BHCIP grant. Due to the reimbursement-based nature of the grant and multi-year project schedule, project costs are temporarily funded through the Accumulated Capital Outlay (ACO) Fund under budget unit 1667, until reimbursement is received from the State.

Funding for the first year of project implementation, including consultant services, is included in the FY2026/27 Supplemental Budget Request. Additional appropriations and revenue recognition may be brought forward through future ATRs as needed throughout implementation of the Project.

The costs associated with preparing the agenda item are nominal and absorbed within the department's FY2025/26 Working Budget.

ALTERNATIVES:

The Board could choose not to approve the proposed contract. This is not recommended because the County would lose specialized grant administration and compliance support necessary for implementation of the

BHCIP-funded project, which could increase administrative risk, delay reimbursement activities, or affect compliance with State grant requirements.

OTHER AGENCY INVOLVEMENT:

The Department of General Services has coordinated with Health & Social Services, County Administrator's Office, Auditor-Controller, County Counsel, and other County stakeholders regarding development and implementation of the Behavioral Health Recovery Center Project and associated grant compliance requirements.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



**County of Solano
Standard Contract**

Project: New Behavioral Health Recovery Center

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

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

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

Thurmond Consulting LLC

CONTRACTOR'S NAME

LLC

FORM OF BUSINESS (e.g., Limited Liability Corporation)

2. The Term of this Contract is:

July 1, 2026 to December 31, 2029

3. The maximum amount of this Contract is:

\$ 820,750

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 June 23, 2026.

CONTRACTOR	COUNTY OF SOLANO
Thurmond Consulting LLC CONTRACTOR'S NAME	AUTHORIZED SIGNATURE County Administrator
<i>D. Scott Thurmond</i> SIGNATURE	TITLE 675 Texas Street, Suite 2500
Scott Thurmond, Principal PRINTED NAME AND TITLE	ADDRESS Fairfield CA 94533 CITY STATE ZIP CODE
2121 Natomas Crossing, Suite 200-288 ADDRESS	Approved as to Content: <i>AK</i> <small>Anthony Tave (Jun 2, 2026 10:24:59 PDT)</small> DEPARTMENT HEAD OR DESIGNEE
Sacramento CA 95834 CITY STATE ZIP CODE	Approved as to Form: <i>David J. Gallegos, Deputy</i> COUNTY COUNSEL

Rev. 3/8/2023

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

CONTRACT DESCRIPTION:

California Department of Health Care Services (DHCS) awarded Solano County grant funding through the Behavioral Health Continuum Infrastructure Program (BHCIP) for the new H&SS Behavioral Health Recovery Center project adjacent to 2271 South Watney Way in Fairfield.

Thurmond Consulting LLC (“Contractor”) shall provide project administration and grant compliance consulting services to Solano County (“County”) for the project.

BHCIP FUNDS - GRANT AND CONSTRUCTION ADMINISTRATION

The goal of this Contract is to support the successful administration, implementation, compliance, reimbursement, and closeout of the BHCIP-funded H&SS Behavioral Health Recovery Center project.

Contractor shall serve as the Project Administration and Grant Compliance consultant to the County and shall provide comprehensive oversight, coordination, financial management support, compliance monitoring, grant administration, reporting assistance, and related consulting services necessary to support successful project delivery and compliance with applicable grant requirements.

Contractor shall coordinate with County staff, design professionals, contractors, and applicable funding agencies to support compliance with grant requirements, regulatory standards, approved budgets, reimbursement procedures, and reporting obligations throughout the project lifecycle.

Contractor’s services under this Contract are advisory and administrative in nature and shall support, but not replace, County management responsibilities or decision-making authority. Contractor shall not direct contractors, authorize expenditures, or act as the County’s legal representative unless specifically authorized in writing by the County.

A. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

1. Provide project administration and grant compliance consulting services consistent with the requirements of the BHCIP grant program.
2. Coordinate with County staff, consultants, contractors, and funding agencies regarding grant administration and compliance activities.
3. Maintain project-related grant documentation, records, and tracking systems necessary to support reimbursement, reporting, and audit activities.
4. Assist the County with monitoring compliance with applicable grant requirements, funding conditions, and reporting obligations.
5. Prepare and support reimbursement requests, grant reports, and related documentation required by the funding agency.

6. Identify grant compliance risks, funding concerns, and project issues that may impact reimbursement eligibility, reporting obligations, or project implementation.
7. Provide regular communication and coordination with County staff regarding project status, grant compliance matters, reimbursement activities, and reporting requirements.
8. Maintain records and supporting documentation in accordance with applicable grant retention requirements.
9. Perform services in a professional manner consistent with applicable industry standards and grant requirements.

B. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. Designate a primary project manager and County point of contact for coordination with Contractor.
2. Provide timely access to project records, financial information, schedules, reports, and supporting documentation reasonably necessary for Contractor to perform services under this Contract.
3. Retain final authority regarding all project decisions, expenditures, procurement activities, reimbursement requests, contract approvals, and scope modifications.
4. Utilize existing County procurement, contracting, and financial management systems unless otherwise required by the funding agency.
5. Coordinate with Contractor regarding project schedules, milestones, reporting deadlines, and reimbursement activities.
6. Review and approve all reimbursement requests, reports, invoices, and deliverables prior to submission when required.
7. Provide timely responses to Contractor requests for information necessary to support grant administration and compliance activities.

C. SCOPE OF SERVICES:

1. Pre-Design & Grant Setup

Contractor shall assist in establishing the project framework and grant administration structure necessary to support implementation of the project. Services may include:

- a. Coordination related to the execution of grant agreements.
- b. Assisting with defining the project scope consistent with approved grant activities and funding requirements.
- c. Development of compliance procedures, tracking systems, and project documentation protocols.
- d. Establishment and maintenance of grant files, reporting templates, and recordkeeping systems.
- e. Review and coordination of environmental and regulatory requirements associated with the grant funding.
- f. Identification of compliance risks and implementation considerations during project initiation.

- g. Development of grant compliance tracking logs and reporting templates.
- h. Coordination with County staff regarding project startup requirements and implementation schedules.

2. Design Phase Support

During the design phase, Contractor shall provide grant compliance and administrative support. Services may include:

- a. Review of project scope alignment with grant requirements and approved project objectives.
- b. Review of construction cost estimates relative to approved project budgets and funding allocations.
- c. Coordination related to State design reviews and required approvals.
- d. Monitoring compliance-related design requirements and regulatory obligations.
- e. Coordination with architects, consultants, and County representatives regarding project milestones.
- f. Monitoring permitting activities for consistency with project implementation and funding requirements.
- g. Identification of grant compliance risks associated with project scope, schedule, or budget modifications.

Contractor's services during this phase shall not replace services provided by the architect, construction manager, project manager, or other County consultants.

3. Procurement & Bidding Support

Contractor shall support the County during the procurement and bidding activities. Services may include:

- a. Incorporation and review of grant compliance requirements within procurement and bid documents.
- b. Monitoring procurement activities for consistency with applicable grant requirements.
- c. Review of contractor responsiveness and compliance-related procurement documentation.
- d. Coordination with County staff and project consultants during contractor selection and award processes.
- e. Assistance with documentation necessary to support grant-funded procurement activities.

Contractor's review and coordination services are advisory only. Final procurement decisions, contractor selection, and contract approvals shall remain the responsibility of the County.

4. Construction Phase Administration

During construction, Contractor shall provide ongoing grant administration and project coordination support. Services may include:

- a. Coordination among the County staff, contractors, architects, consultants, and jurisdictional agencies regarding grant-related compliance matters.
- b. Participation in project schedule discussions and monitoring of project progress relative to grant milestones.
- c. Coordination related to state inspections, monitoring visits, and compliance reviews.
- d. Review and organization of grant-related construction documentation, reports, and correspondence.
- e. Monitoring Requests for Information (RFIs), submittals, schedule updates, and construction administration items for grant compliance impacts.
- f. Identification of project risks, compliance concerns, and value engineering opportunities.
- g. Assistance with grant-related reporting associated with construction progress and reimbursement activities.

Contractor is not responsible for construction means and methods, project site safety, contractor performance, construction quality control, or schedule guarantees.

5. Financial Management & Reimbursement Administration

Contractor shall provide grant reimbursement and financial administration support services. Services may include:

- a. Review of project costs for eligibility under applicable grant guidelines.
- b. Preparation and submission support for reimbursement requests and supporting documentation.
- c. Financial tracking, budget monitoring, and grant reporting.
- d. Monitoring of contingency utilization, cost overruns, and budget adjustments.
- e. Review of project modifications for impacts to grant compliance and reimbursement eligibility.
- f. Development and maintenance of budget tracking logs, reimbursement tracking reports, and financial monitoring tools necessary to support project oversight and reporting.

All project records, tracking logs, reports, templates, and supporting documentation prepared under this Contract shall become property of the County.

Final approval of all project expenditures, reimbursement requests, invoices, and budget modifications shall remain the responsibility of the County.

6. Change Management & Compliance Oversight

Contractor shall assist the County in evaluating project modifications and maintaining grant compliance throughout the project. Services may include:

- a. Review of proposed change orders for consistency with project objectives and funding requirements.
- b. Review of proposed scope or budget modifications for grant eligibility impacts.
- c. Coordination with funding agencies regarding approvals, amendments, or authorizations.
- d. Identification and mitigation of regulatory, financial, and compliance-related risks.
- e. Evaluation of value engineering opportunities intended to support project outcomes and cost efficiency.
- f. Documentation and tracking of project changes affecting grant compliance or reimbursement eligibility.

Contractor shall not approve change orders, authorize scope modifications, or direct project work. Final approval authority shall remain with the County.

7. Reporting, Audit, & Project Closeout

Contractor shall support grant-related reporting and closeout activities through project completion. Services may include:

- a. Preparation and submission of required grant reporting.
- b. Maintenance of audit documentation, compliance records, and project files.
- c. Coordination of grant closeout reporting and final reimbursement documentation.
- d. Organization and turnover of project records necessary for retention requirements.
- e. Assistance with final compliance documentation and project closeout coordination.
- f. Support related to final inspections, punch list coordination, and project handoff activities.
- g. Coordination related to State monitoring, audits, and compliance reviews.
- h. Preparation of final project documentation necessary for grant closeout.

D. DELIVERABLES

Contractor shall provide, at minimum, the following deliverables throughout the duration of the project:

1. Monthly written project status reports.
2. Reimbursement request packages and supporting documentation.
3. Budget and funding tracking reports.
4. Grant compliance documentation and tracking logs.
5. Change management and compliance tracking documentation.
6. Audit support documentation and records.
7. Quarterly or periodic reporting required by DHCS.

8. Upload and maintenance of required documentation within applicable State grant portals.
9. Final grant closeout documentation and project record turnover.

Additional deliverables may be requested by the County as necessary to support project implementation and grant compliance requirements.

E. ASSUMPTIONS AND EXCLUSIONS

1. Contractor's services are advisory and administrative in nature and shall support, but not replace, County decision-making authority.
2. Services do not include architectural, engineering, environmental, surveying, legal or construction management services unless specifically authorized by amendment to this Contract.
3. Contractor is not responsible for construction means and methods, contractor performance, construction quality control, project site safety, or schedule guarantees.
4. Grant administration services under this Contract are limited to the BHCIP-funded project and do not include administration of unrelated County grants or programs unless specifically authorized.
5. All project records, reports, tracking logs, templates, and deliverables prepared under this Contract shall become the property of the County.
6. The project is anticipated to commence July 2026 and continue through December 2029.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

A. COMPENSATION

1. Total compensation for all services under this Contract shall not exceed \$820,750.
 - a. Contractor shall be compensated on a time-and-materials (T&M) basis at a fixed rate of \$250 per hour for actual services performed under this Contract. The estimated hours identified below are provided for budgeting and planning purposes only and do not guarantee any minimum or maximum hours for any individual task, phase, or activity.
 - b. The estimated hours and associated values may be adjusted among tasks, phases, and activities as necessary to support project implementation without amendment to this Contract, provided such adjustments do not increase the total compensation under this Contract, materially alter the scope of services, or exceed the maximum compensation amount of \$820,750.

Task/Phase	Hourly Rate	Hours	Weeks	Total Hours	Total
Pre-Design & Grant Setup	\$ 250	23	17	391	\$ 97,750
Design Phase	\$ 250	10	36	360	\$ 90,000
Procurement & Bidding	\$ 250	25	4	100	\$ 25,000
Construction Phase	\$ 250	10	103	1,030	\$ 257,500
Financial Management & Reimbursement	\$ 250	10	103	1,030	\$ 257,500
Change Management	\$ 250	3	56	168	\$ 42,000
Reporting, Audit & Closeout	\$ 250	17	12	204	\$ 51,000
Totals		98	331	3,283	\$ 820,750

2. Compensation shall be payable monthly, in arrears, based on actual hours worked and services performed during the billing period.
3. Contractor shall be responsible for all costs and expenses associated with the performance of services under this Contract, including, but not limited to, travel, lodging, meals, mileage, parking, administrative overhead, supplies, communications, and all other direct and indirect costs. The hourly rate of \$250 set forth in this Contract is fully burdened and inclusive of all such costs and expenses. No separate reimbursement or additional compensation shall be paid for expenses incurred by Contractor in the performance of services under this Contract.

B. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of the County’s representative, County shall, within thirty days of receipt, pay Contractor in arrears for fees incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service, hours expended, and the accrued charges.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

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

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

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

2. TIME

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

3. TIME OF PERFORMANCE

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

4. TERMINATION

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

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

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

5. SIGNATURE AUTHORITY

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

6. REPRESENTATIONS

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

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

7. INSURANCE

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

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

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

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

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

D. Additional Insurance Coverage

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

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

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

F. Deductibles and Self-Insured Retentions

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

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

G. Other Insurance Provisions

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

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

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

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

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

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

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

8. BEST EFFORTS

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

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

9. DEFAULT

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

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

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

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

10. INDEMNIFICATION

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

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

11. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

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

13. COMPLIANCE WITH LAW

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

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

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

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

14. CONFIDENTIALITY

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

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

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

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

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

15. CONFLICT OF INTEREST

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

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

16. DRUG FREE WORKPLACE

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

17. HEALTH AND SAFETY STANDARDS

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

18. CHILD/ADULT ABUSE

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

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

19. INSPECTION

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

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

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

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

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

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

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

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

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

24. NOTICE

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

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

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

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

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

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

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

(1) Cancel this Contract; or,

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

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

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

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

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

32. FAITH BASED ORGANIZATIONS

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

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

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

33. PRICING

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

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

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

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

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

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

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

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

36. EXECUTION IN COUNTERPARTS

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

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

37. LOCAL EMPLOYMENT POLICY

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

38. ENTIRE CONTRACT

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

**Solano Behavioral Health Recovery Center
S. Watney Way, Fairfield, CA 94533**

Project Funding Source

BU 1667 - Solano Behavioral Health Recovery Center
(BHCIP Round 2 - Unmet Needs Grant) \$ 37,004,579

Total Project Funding \$ 37,004,579

Project Budget

Construction Cost \$ 31,711,678

Project Management \$ 1,925,550

Engineering and Design Fees \$ 1,200,000

Permits / Inspections \$ 185,000

Miscellaneous Expense (Advertising, Prints, Mailing, etc) \$ 15,000

Furniture, Fixtures, and Equipment (FF&E) \$ 300,000

Contingencies \$ 1,667,351

Project Budget \$ 37,004,579



Solano County

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

Agenda Submittal

Agenda #:	14	Status:	Consent Calendar
Type:	Contract	Department:	Information Technology - Registrar of Voters
File #:	26-410	Contact:	Tim Flanagan, 784-2703
Agenda date:	06/23/2026	Final Action:	
Title:	Approve an agreement with Manatron, Inc., to provide professional services for an amount not to exceed \$238,500 to support the Aumentum Solano County Integrated Property System the for a term of July 1, 2026, to June 30, 2027; and Authorize the County Administrator to execute the letter of authorization and any subsequent amendments, with County Counsel concurrence, up to an additional \$74,999 per fiscal year		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Manatron Agreement, B - Link to Master Services Agreement		

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 (DoIT) recommends that the Board of Supervisors:

1. Approve an agreement with Manatron, Inc., to provide professional services for an amount not to exceed \$238,500 to support the Aumentum Solano County Integrated Property System the for a term of July 1, 2026, to June 30, 2027; and
2. Authorize the County Administrator to execute the agreement and any subsequent amendments, with County Counsel concurrence, up to an additional \$74,999 per fiscal year.

SUMMARY/ DISCUSSION:

On April 4, 2017, the Board of Supervisors authorized the replacement of the Solano County Integrated Property System (SCIPS) with a new system called Aumentum Technologies. In 2018, the County entered into a Master Services Agreement with Manatron, Inc., to support the implementation and support of the new County Assessment Tax System (CATS).

The Aumentum CATS Property Tax management system replacement went live in March 2023 and Manatron has continued to provide services in support of Aumentum Technologies key ongoing business processes, custom report development, and user training activities.

The professional services offer an enhanced level of support for staff in the Assessor Recorder, Auditor-Controller, and Treasury Tax Collector County Clerk departments. Support is provided for annual and

periodic tasks, continued training for staff, resources for staff for remote sessions or onsite support as needed. This contract seeks to maximize staff efficiency and ensure proper use and adoption of the Aumentum System.

The Letter of Authorization is an addendum to the 2018 Master Services Agreement and allows for up to 900 hours of professional services that will be shared between the user departments of Assessor Recorder, Auditor-Controller, and Treasury Tax Collector County Clerk.

FINANCIAL IMPACT:

Final costs will be based on actual hours used with a not to exceed amount of \$238,500. The contracted amount for services will be shared by the three user departments with assistance from DoIT for contract administration and monitoring. Funds for this contract are in the FY2026/27 Recommended Budgets for the user departments.

ALTERNATIVES:

The Board could choose to not approve this agreement; however, this is not recommended as the product is an Aumentum Technologies product and they have the expertise and access for ongoing operational changes as changes are needed.

OTHER AGENCY INVOLVEMENT:

The Department has worked with County Counsel on the service agreement. County Counsel has reviewed the agreement and approves it as to form.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



LETTER OF AUTHORIZATION
CA2017.001.01-LOA206

May 6, 2026

Tim Flanagan
Chief Information Officer, Solano County
675 Texas St, Suite 3700
Fairfield, CA 94533

Dear Mr. Flanagan:

This Letter of Authorization ("LOA") will confirm Solano County's request for the following professional services at the price(s) indicated. This LOA will be an addendum to the current Master Agreement No. CA2017.001 between Solano County (the "Customer") and Manatron, Inc. ("Aumentum Technologies", "Aumentum Tech", or "Contractor"). All the terms and conditions of that agreement will pertain.

PROFESSIONAL SERVICES

Table with 4 columns: Description, Hourly Fees, Estimated Hours, Estimated Budget. Row 1: Professional Services Consulting - Billed as Used July 1, 2026 thru June 30, 2027, \$265.00, 900, \$238,500.00

Approval of this LOA will allow Aumentum Tech to perform the services herein. Upon approval and signing, please return this letter to Aumentum Technologies via the following method:

- Email a scanned image of the signed LOA to Chance.Campbell@AumentumTech.com

LOA ACCEPTANCE (offer expiry 8/15/2026)

Table with 2 columns for Solano County, CA and Aumentum Technologies. Fields include Signature, Printed name, Title, and Date.

Pricing and estimated delivery dates are valid thru the offer expiration date above. If this LOA has not been approved in writing by the Customer within the timeline, Aumentum Technologies reserves the right to re-estimate the scope, timeline, and pricing.

Payment Terms: Professional services will be billed as used monthly at the rate shown, plus any travel, travel fees, meals, and other related expenses. All on site travel will be mutually agreed upon prior to making any travel arrangements. Contractor travel will require a 15-day advance booking, per corporate policy. Travel expenses include travel time at a minimum amount of 8 hours per round trip per Contractor Staff (billed at \$85 an hour or then current rates). All invoices are due upon receipt.

Terms of LOA

- Terms of this LOA expire June 30, 2027, after which then current rates apply.

Description of Agreement

The Customer is requesting Professional Services Consulting support to help elevate staff's Aumentum proficiency and converted records processing through the performance of key business processes and other consulting support.

The Customer and Aumentum Tech agree to the following:

- Aumentum Tech will provide billable consulting services to the Customer in support of key business processes and other consulting support.
- Work will be performed at the hourly consulting rate listed above.
- Work can include (but not limited to) refresher training, tools support, process support, process re-engineering, production data entry, configuration assistance, system optimization or other health checks.
- Aumentum Tech will provide a separate sample menu of services. This is not intended to be a complete list but can be used as a guide to the types of services that are available.
 - As the users become more comfortable with Aumentum, the Customer can also consider booking a specific period of time to have a consultant help refine business processes, show best practices, or provide other general support.
- All consulting services are billed as used and the scheduling is dependent on staff availability.
 - This LOA is assumed not to exceed the budget listed above – estimates provided are for budgetary purposes only and final pricing is depending on actual hours used.
 - Once the maximum budgeted hours in this LOA have been used or expired, a new LOA will be needed for any additional hours requested, and should the Customer decide, may occur into future years as an ongoing service.
- The Customer will request consulting assistance prior to the work starting.
 - Aumentum Tech will provide separate written instructions of how to request assistance once the LOA has been approved.
 - Aumentum Tech will track all requests, office, activity and status.
 - An updated report will be provided monthly or as otherwise requested.
 - Hours are assumed consulting only. No planned deliverables unless otherwise agreed in the individual engagement.
- Aumentum Tech will submit a monthly Deliverable Acceptance Statement (DAS) that documents work authorized during the previous month.

Assumptions

- Scheduling of support is dependent on staff availability. Consulting support is provided from 8:00am to 3:00pm PT. Consulting services needed for after hours, weekends and holidays will be billed at 2x the hourly rate unless otherwise agreed in advance.
- Aumentum Tech will provide a coordinator for request authorization, scheduling, tracking, status updates and DAS submission.
- Coordination time will be added to each monthly DAS, not to exceed 1.5 hours per DAS submission.
- Agreed to budget may also be utilized for travel and will be billed separately.



DELIVERABLE ACCEPTANCE STATEMENT (DAS)

PROFESSIONAL SERVICES CONSULTING – (BILLED AS USED)

Service Period: _____

Purpose

The purpose of this form is for the Customer to provide agreement for the authorized monthly professional services consulting work.

Acceptance Criteria

- Aumentum Tech has performed the billable work at the authorization of the client.
 - Hours Billed for this DAS submission: _____
 - Billing Amount for this DAS: _____ (\$265.00 per hour)

This DAS was submitted on: _____

The Customer response period for this DAS is five (5) business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal written response to Aumentum Technologies with detailed contractual reference for rejecting this DAS. Rejection of a DAS will result in immediate escalation and halt deliverables for further review.

We, the undersigned, agree that the authorized work has been performed and that under the conditions of this Letter of Authorization the Customer will be billed upon signing this DAS.

Customer Approval:

Approved Rejected – (provide explanation)

Solano County, CA	Aumentum Technologies
Signature:	Signature:
Printed name:	Printed name:
Title:	Title:
Date:	Date:

The following documents can be accessed via the links in the list below, in addition to being on file with the Clerk of the Board.

1. [Manatron Original Contract](#)

Mutual Aid updates, and for Vacaville Police Departments 349 subscriber radios for Mutual Aid updates.

FINANCIAL IMPACT:

The total revenue to the County of the proposed not-to-exceed contract is \$121,428. This consists of \$84,708 for maintenance and repair services of 789 P25 subscriber radios, \$13,603 for programming updates for 149 Fire Department subscriber radios, and \$23,117 for programming updates for 349 Police Department subscriber radios. The revenue is included in the departments FY2026/27 Recommended Budget.

DISCUSSION:

Consistent quality of communication is critical for Public Safety and other critical infrastructure users. Properly maintaining radio equipment is paramount in achieving the optimum performance from the equipment. This translates directly to a safer environment for both users and the public.

Solano County PSC Division's core competencies and responsibilities are to provide these types of services to the Sheriff, County Fire Districts, and other County departments. Solano PSC Division has recently invested in increased staff, training, and equipment, to offer these services to other Agencies within the County.

The City of Vacaville initially contracted with DoIT for one year in July 2024. The agreement was subsequently amended July 2025 for another year. Since initiating maintenance services in 2024 covering all subscriber radios for the City of Vacaville, the City has had positive results, including access to trained technicians, and a single point of contact to initiate service requests. This agreement is the second amendment to continue these services through June 30, 2027.

ALTERNATIVES:

The Board may choose not to approve the City of Vacaville service contract. This is not recommended as it would delay the City of Vacaville in contracting with a qualified and affordable service entity, which would delay or extend the timely update of the Fire and Police radios and add to a growing backlog of inoperative subscriber radios. As mutual aid partners with Solano County, poorly performing or malfunctioning subscriber radios could potentially decrease safety due to delayed or failed communications with dispatch or other public safety entities, impacting Solano Dispatch emergency services.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed the contract as to form.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF VACAVILLE AND
THE COUNTY OF SOLANO
FOR RADIO SUPPORT, REPAIRS, AND SERVICES**

THIS SECOND AMENDMENT (hereinafter "SECOND AMENDMENT") is made and entered on the date last specified below, by and between the CITY OF VACAVILLE, a municipal corporation (hereinafter "CITY"), and COUNTY OF SOLANO, a California political subdivision (hereinafter "CONSULTANT"), with reference to the following facts:

A. CITY and CONSULTANT previously entered into an Agreement for Consultant Services dated July 24, 2024 (hereinafter "AGREEMENT") by which CONSULTANT agreed to provide certain services to CITY through June 30, 2025, inclusive.

B. CITY and CONSULTANT previously entered into a FIRST AMENDMENT to the AGREEMENT dated June 12, 2025, increasing compensation paid to CONSULTANT and extending services through June 30, 2026.

C. Now, the parties wish to update the billing rates for the services CONSULTANT is to provide to CITY pursuant to the AGREEMENT, extend the duration of the AGREEMENT, and increase the compensation due to CONSULTANT in connection with the additional time and services. This SECOND AMENDMENT serves as the written amendment to the AGREEMENT as required by Section 28 of the AGREEMENT.

**WITH REFERENCE TO THE ABOVE-DESCRIBED FACTS, THE PARTIES HEREBY AGREE AS
FOLLOWS:**

SECTION 1. COMPENSATION RATE UPDATE.

The new updated compensation rates due to CONSULTANT under this FIRST AMENDMENT shall be as further specified below at Exhibit A-2nd Amendment.

SECTION 2. EXTENSION OF AGREEMENT.

CITY and CONSULTANT agree, the AGREEMENT and all its terms, conditions, rights and obligations, as amended by the FIRST AMENDMENT, is hereby extended through June 30, 2027, inclusive. Either party may terminate the AGREEMENT, with or without cause, in accordance with Section 13 of the AGREEMENT. Any and all performance of obligations required under the AGREEMENT and

FIRST AMENDMENT shall remain in effect through the end of the term as set forth under this SECOND AMENDMENT.

SECTION 3. COMPENSATION.

SECTION 4 of the AGREEMENT, as previously amended by the FIRST AMENDMENT, is hereby further amended by this SECOND AMENDMENT to increase the compensation paid to CONSULTANT by one hundred twenty-one thousand four hundred twenty-eight dollars (\$121,428). The total compensation to be paid to CONSULTANT, including both payments for professional services and reimbursable expenses pursuant to the AGREEMENT, FIRST AMENDMENT, and this SECOND AMENDMENT shall not exceed three hundred ten thousand eighty-two dollars and fifty-five cents (\$310,082.55).

SECTION 4. COUNTERPART AND ELECTRONIC SIGNATURE.

As permitted under the U.S. Electronic Signatures in Global and National Commerce (ESIGN) Act of 2000, and the Uniform Electronic Transactions Act (UETA), the parties hereby agree to conduct this transaction by electronic means. This SECOND AMENDMENT may be executed through an electronic signature and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that the electronic signatures appearing on this SECOND AMENDMENT are intended by each party using it to have the same force and effect as the use of a manual signature for the purposes of validity, enforceability, and admissibility.

SECTION 5. OTHER PROVISIONS TO REMAIN IN EFFECT

All other provisions of the AGREEMENT, as amended by the FIRST AMENDMENT, that are not expressly modified by this SECOND AMENDMENT shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]


WITNESS THE EXECUTION HEREOF on the day and year last written below.

APPROVED AS TO FORM:

"CITY"

Andria Borba, City Attorney

CITY OF VACAVILLE, a municipal corporation

By: 
David Nam (Jun 3, 2026 12:54:00 PDT)
David Nam, Assistant City Attorney

By: GeorgeAnne Meggers-Smith
GeorgeAnne Meggers-Smith, Assistant City Manager

Dated: 06/09/2026

"CONSULTANT"

COUNTY OF SOLANO, a California political subdivision

By: _____
Ian M. Goldberg, County Administrator

Dated: 06/23/2026

By: M. Callaway, Deputy
M. Callaway, Deputy (Jun 9, 2026 10:53:41 PDT)
Megan Callaway, Dep. County Counsel

Dated: 06/09/2026

EXHIBIT A - 2nd Amendment

Billing Rate Updates

The below-listed billing rates for the Radio Subscriber Maintenance Program (pgs. 4, 5, and 6 of this SECOND AMENDMENT) shall replace the old billing rates listed under Exhibit B of the AGREEMENT (pgs. 16 and 17) and the billings rates listed under Exhibit A-1st Amendment of the FIRST AMENDMENT (pgs. 5 and 6) in their entirety.

Radio Subscriber Maintenance Program

5/6/2026

Customer: City of Vacaville

Service	Tech		Subscriber	
	Cost/Hr.	Units	Cost/Radio/Mo.	Cost/Mo.
Need new rate:	\$108.00	789		
Preventative Maintenance	\$2.25	\$1,775	\$27.00	\$21,303
Repair	\$1.89	\$1,491	\$22.68	\$17,895
Field Call	\$3.78	\$2,982	\$45.36	\$35,789
Admin (Total Fleet units)	\$0.90	\$710	\$10.80	\$8,521
Inventory Management				\$1,200
Total Costs	\$8.82	\$6,959	\$105.84	\$84,708

Covered Items: Standard repairs for in-support subscribers
 Best-effort repair for out-of-support subscribers
 Standard Mics and Speakers
 Minor programming changes
 Encryption Re-key
 Semi-annual PM (every 2 years)

Excluded Items (T&M): Additional parts not listed above
 Abuse/Physical/Chemical damage above normal use
 Batteries/antennas
 Pouches/holderschargers/earpiece-mics
 Fleet-wide Programming development/updates
 Installation/removal/disposal
 Loaner units (maybe provided by the City)

Statement of Work: Solano County PSC technicians will perform services on customer subscriber units as described above.
 City of Vacaville will provide a full inventory list of covered subscribers.
 Solano County PSC will maintain inventory databases and update as required.
 Service location is the Solano County PSC Shop located at 500 Clay St., Fairfield, CA., or any Vacaville City facility.
 Service hours are Monday through Friday, 8am to 5:00pm, excluding normal County holidays.
 Field service calls will be billed above contract at the rates above, with a two hour minimum per call, and must be scheduled with the PSC Shop.
 Repairs are based on the availability of OEM replacement parts.

Effective Agreement Period: 7/1/2026 through 6/30/2027

Radio Subscriber Programming/Update
Customer: City of Vacaville - Fire

3/10/2026

Tech Cost/Hr.	Subscriber Units	Total
\$108.00	149	\$13,602.60

Services:

	Tech Hrs.	Tech Cost		
Codeplug Development (Basic)	4.00	\$432.00	7	\$3,024.00
Codeplug Development (Complex)	8.00	\$864.00	3	\$2,592.00
Portable Codeplug	0.25	\$37.80	35	\$1,323.00
Portable Firmware	0.10	\$21.60	0	\$0.00
Portable Codeplug + Firmware	0.35	\$59.40	81	\$4,811.40
Mobile Codeplug	0.25	\$37.80	17	\$642.60
Mobile Firmware	0.25	\$37.80	0	\$0.00
Mobile Codeplug + Firmware	0.50	\$75.60	16	\$1,209.60
Admin per unit (Included in above pricing for each unit)	0.10	\$10.80		

Covered Items: Programming development/updates
 Subscriber codeplug updates
 Subscriber firmware updates if required (APX only)
 System documentation
 Best-effort for out-of-support subscribers
 Work performed 7/1/2026 to 6/30/2027

SOW: Solano County PSC technicians will travel to the Customer location and perform the above work for the above quantity subscriber radios. Customer will provide a suitable work area and power.

Radio Subscriber Programming/Update
Customer: City of Vacaville - Police

3/10/2026

Tech Cost/Hr.	Subscriber Units	Total
\$108.00	349	\$23,117.40

Services:

	Tech Hrs.	Tech Cost		
Codeplug Development (Basic)	4.00	\$432.00	7	\$3,024.00
Codeplug Development (Complex)	8.00	\$864.00	3	\$2,592.00
Portable Codeplug	0.25	\$37.80	80	\$3,024.00
Portable Firmware	0.10	\$21.60	0	\$0.00
Portable Codeplug + Firmware	0.35	\$59.40	140	\$8,316.00
Mobile Codeplug	0.25	\$37.80	95	\$3,591.00
Mobile Firmware	0.25	\$37.80	0	\$0.00
Mobile Codeplug + Firmware	0.50	\$75.60	34	\$2,570.40
Admin per unit (Included in above pricing for each unit)	0.10	\$10.80		

Covered Items: Programming development/updates
 Subscriber codeplug updates
 Subscriber firmware updates if required (APX only)
 System documentation
 Best-effort for out-of-support subscribers
 Work performed 7/1/2026 to 6/30/2027

SOW: Solano County PSC technicians will travel to the Customer location and perform the above work for the above quantity subscriber radios. Customer will provide a suitable work area and power.

[END OF AMENDMENT]

The following documents can be accessed via the links in the list below, in addition to being on file with the Clerk of the Board.

1. [Original Agreement](#)
2. [First Amendment](#)

and four contract amendments. Additionally, one contract amendment for United Way California Capital Region is funded through the Board of Supervisors' Community Investment Fund.

The First 5 Solano contracts were approved by the First 5 Solano Commission on March 18, 2026.

FINANCIAL IMPACT:

Funding for the contracts and amendments are included in the First 5 Solano and Community Investment Fund FY2026/27 Recommended Budgets and will be requested in future years budgets. The contracts with Bay Area Community Resources, Main Street Youth + Family Services, and Solano Family and Children's Services also contain funding from Health and Social Services, Behavioral Health Services Act (BHSA) and Family First Prevention Services (FFPS) Program through Memorandums of Understanding between the departments.

The United Way California Capital Region amendment includes \$627,653 in rollover funding received from All Home and previously approved Community Investment Fund funding of \$700,000. There is no additional impact to the County General Fund.

DISCUSSION:

The First 5 Solano Children and Families Commission is dedicated to catalyzing change that strategically advances innovative, prevention-focused approaches across systems that improve the lives of young children and their families. To achieve this mission, the Commission utilizes a strategic planning process to develop its priorities, goals, results expected, and program or initiative areas to be funded. The Commission also relies on its Long-Term Financial Plan and Program Investment Plan to allocate funds and establish services.

In January 2022, the First 5 Solano Children and Families Commission approved its 2022 Strategic Plan Update. In December 2022, the Commission approved a new Program Investment Plan for a five-year funding cycle (2023-2028), allocating funding in the following priority areas: Health and Well-Being, Early Childhood Learning and Development, Family Support and Parent Education, and Systems Change.

Many multi-year contracts are already in place to fulfill the Commission's Program Investment Plan. This item includes one new contract and four contract amendments. Additionally, one of the contracts is funded through the Board of Supervisors' Community Investment Fund. The contracts and amendments are as follows:

Bay Area Community Resources

The Fairfield First 5 Center is anticipated to open in summer 2026, which represents an expansion of First 5 Solano's neighborhood-based family support model, building upon the success of the Vallejo First 5 Center. Operated by Bay Area Community Resources, the Center will serve as a welcoming community hub where families with young children can access developmental screenings, parent education, family support services, and referrals to community resources. The Center's programming is designed to strengthen parent-child relationships, increase school readiness, promote healthy child development, and connect families to services that support long-term stability and well-being. The contract includes measurable service and outcome targets related to developmental screening, parenting education, family engagement, resource navigation, and community leadership development.

The two-year contract, not to exceed \$1,282,000 (\$641,000 annually), supports implementation of First 5 Solano's Strategic Plan by expanding access to early childhood development and family strengthening services and supports implementation of the Commission's Strategic Plan and Program Investment Plan

priorities related to Early Childhood Learning and Development, Family Support and Parent Education, and Systems Change.

Main Street Youth + Family Services

Main Street Youth + Family Services (formerly Parents by Choice) has been a longstanding provider of the Triple P Positive Parenting Program in Solano County. This amendment continues evidence-based parenting education services, including Triple P seminars, individual interventions, intensive group parenting support, outreach, and family engagement activities designed to improve parenting confidence, strengthen family relationships, and promote positive outcomes for children ages 0-5. This amendment adds funding of \$276,300 annually for FY2026/27 and FY2027/28, for a total contract increase of \$552,600 and reflects the Commission's approved Long-Term Financial Plan and Program Investment Plan, while maintaining access to proven parenting supports that align with Strategic Plan goals related to family stability, self-sufficiency, and supporting children's healthy development.

Solano Family and Children's Services

Help Me Grow Solano serves as the countywide centralized access and referral system for families with children ages 0-5, connecting families to developmental screenings, community resources, family navigation, and early intervention services. Through this amendment, Solano Family and Children's Services will continue operating the Help Me Grow call line and referral network, provide approximately 600 developmental screenings annually, support family navigation services for families with complex needs, conduct community outreach and provider engagement activities, and coordinate system-level efforts to improve access to services across Solano County. Funding of \$430,000 annually for FY2026/27 and FY2027/28, for a total contract increase of \$860,000 reflects the Commission's approved Program Investment Plan and Long-Term Financial Plan and supports First 5 Solano's commitment to early identification of developmental concerns, timely referrals, and strengthening coordinated systems of care for young children and their families.

Applied Survey Research

Applied Survey Research serves as First 5 Solano's evaluation partner, providing expertise in program evaluation, data analysis, systems change initiatives, and strategic planning. Through this amendment, Applied Survey Research will continue supporting evaluation of First 5 Solano-funded programs and initiatives, assist community partners with Medi-Cal reimbursement and systems-building efforts, maintain and update Results Based Accountability performance measures and community indicators, and conduct needs assessment activities to inform future planning. Funding of \$172,550 annually for FY2026/27 and FY2027/28, for a total contract increase of \$345,100 included in this amendment supports development of First 5 Solano's next Strategic Plan through data collection, stakeholder engagement, analysis of community needs, facilitation of the planning process, and presentation of recommendations to the Commission. These activities ensure that Commission investments remain data-driven, outcome-focused, and responsive to the evolving needs of children and families in Solano County.

United Way California Capital Region

United Way California Capital Region administers the County's homelessness prevention initiative utilizing funding provided through the Solano County Board of Supervisors CIF. This amendment carries forward \$627,653 in unspent All Home funding from FY2024/25 and FY2025/26 and combines those funds with the Board of Supervisors' FY2026/27 Community Investment Fund allocation of \$700,000, resulting in a total FY2026/27 program budget of \$1,327,653. The program provides targeted homelessness prevention services to households at risk of housing instability, including individualized housing stabilization plans, direct financial assistance, housing stabilization supports, legal referrals, and coordinated case management designed to prevent homelessness and promote long-term housing stability.

ALTERNATIVES:

The Board may choose to address some or all of these contracts individually, request clarification or remand these contracts back to First 5 Solano for revision. This is not recommended because these contracts and contract amendments are necessary to implement the Commission's Strategic Plan and continue the work of the Board of Supervisor's Community Investment Fund and would result in the delay of services for children, families, and at risk households.

OTHER AGENCY INVOLVEMENT:

These contracts have been approved by County Counsel.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

First 5 Solano Master List of Contracts FY2026/27

Due to file size, the agreements can be accessed via the links in the table, in addition to being on file with the Clerk of the Board.

New Contracts

	Contract Number	Contractor	Description	Amendment #	Previous Contract Amount	FY2026/27	FY2027/28	Total Contract Amount	Funding Source
1	2026-702	Bay Area Commity Resources	Fairfield First 5 Center	N/A		\$641,000	\$641,000	\$1,282,000	Prop 10, BHSA

Amendments

	Contract Number	Contractor	Description	Amendment #	Previous Contract Amount	FY2026/27	FY2027/28	New Contract Amount	Funding Source
1	2023-401	Main Street + Family Services	Triple P Parenting	Second	\$921,918	\$276,300	\$276,300	\$1,474,518	Prop 10, BHSA
2	2023-104	Solano Family & Children's Services	Help Me Grow Solano	Second	\$1,290,000	\$430,000	\$430,000	\$2,150,000	Prop 10, FFPS Program Block Grant Funding, BHSA
3	2023-904	Applied Survey Research	Evaluation Services, Strategic Plan Services	First	\$465,000	\$172,550	\$172,550	\$810,100	Prop 10
4	2024-209	United Way California Capital Region	CIF - Keep People Housed Solano	Second	\$4,200,000	\$1,327,653		\$5,527,653	Solano County CIF, All Home

	FY2026/27	FY2027/28	Total
Total for Approval (New and Amendments)	\$2,847,503	\$1,519,850	\$4,367,353

Due to file size, the following documents can be accessed via the link in the list below, in addition to being on file with the Clerk of the Board.

Original Contracts:

1. [2023-401 Parents by Choice - Triple P Original Contract](#)
2. [2023-401 Main Street, formerly Parents by Choice - First Amendment](#)
3. [2023-104 Solano Family and Children Services, Help Me Grow Solano - Original Contract](#)
4. [2023-104 Solano Family and Children Services, Help Me Grow Solano, First Amendment](#)
5. [2023-904 Applied Survey Research Original Contract](#)
6. [2024-209 United Way California Capital Region - Keep People Housed Solano - Original Contract](#)
7. [2024-209 United Way California Capital Region - Keep People Housed Solano - First Amendment](#)



Solano County

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

Agenda Submittal

Agenda #:	17	Status:	Consent Calendar
Type:	Contract	Department:	Ag Commissioner/Sealer of Weights and Measures
File #:	26-465	Contact:	Drew Raymond, 784-3448
Agenda date:	06/23/2026	Final Action:	
Title:	Approve a second contract amendment for \$115,911 with Neighborly Pest Management, Inc. for a total contract amount of \$659,575 for the period of July 1, 2026, through June 30, 2027, for ongoing invasive pest eradication services; Delegate authority to the County Administrator to execute the contract and amendments within budgeted appropriations		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Amendment Two, B - Link to Original Contract and Amendment One, C - Letter of Intent		

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

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

DEPARTMENTAL RECOMMENDATION:

The Agriculture Department recommends that the Board of Supervisors:

1. Approve a first contract amendment for \$115,911 with Neighborly Pest Management, Inc. for a total contract amount of \$659,575 for the period of July 1, 2026, through June 30, 2027, for ongoing invasive pest eradication services; and
2. Delegate authority to the County Administrator to execute the contract and amendments within budgeted appropriations.

SUMMARY/ DISCUSSION:

In November 2025, the California Department of Food and Agriculture (CDFA) extended a proclamation of emergency project through November 2028 for eradication of the glassy-winged sharpshooter (GWSS) in Vacaville. On May 8, 2024, Neighborly Pest Management, Inc. was determined the best-evaluated bidder for GWSS emergency eradication pest control services as a result of a request for proposal process. On June 25, 2024, the Board of Supervisors approved a \$431,032 contract with Neighborly Pest Management for the period of July 1, 2024, through June 30, 2025. On June 24, 2025, the Board of Supervisors approved a first contract amendment of \$112,632 to continue ongoing pest control services with Neighborly Pest Management Inc. through June 30, 2026. A second contract amendment of \$115,911 is required to continue ongoing pest control services with Neighborly Pest Management Inc. through June 30, 2027, bringing the total contract amount to \$659,575.

GWSS pest control eradication service costs will be offset by funding provided by CDFA through the current cooperative agreement with the County, which is set to expire September 30, 2026. The Department is in the process of submitting a work plan and proposed budget to CDFA to renew the cooperative agreement to fund program work from October 1, 2026, through September 30, 2027. In the interim, CDFA issued the Agriculture Department a letter of intent to continue to fund the eradication project for FY2026/27 (Attachment C). Emergency project pest control business expenditures and revenue reimbursement from the CDFA cooperative agreement were included in the FY2026/27 Recommended Budget.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the Department's FY2025/26 Working Budget.

ALTERNATIVES:

The Board could choose not to not approve the second contract amendment; however, this alternative is not recommended as it would result in a delayed response of pest control treatments for the GWSS emergency eradication project in Vacaville as the current pest control services contract for the project expires June 30, 2026.

OTHER AGENCY INVOLVEMENT:

The California Department of Food and Agriculture (CDFA).

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**SECOND AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and NEIGHBORLY PEST MANAGEMENT INC.**

This SECOND Amendment ("Second Amendment") is entered into as of the 30th day of June, 2026, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and Neighborly Pest Management Inc., ("Contractor").

1. Recitals

- A. The parties entered into a contract dated July 1, 2024 (the "Contract"), in which Contractor agreed to provide regulatory pest control services under a California Department of Food and Agriculture proclamation of emergency project for eradication of the invasive pest glassy-winged sharpshooter.
- B. The parties amended the Contract on June 30, 2025 ("First Amendment") to increase funding by \$112,632 and to extend the Contract term by an additional one year.
- C. The County now needs a second extension of the contract and increase in funding to accommodate additional eradication treatments based on anticipated extension of the emergency project in Fiscal Year 2026/27.
- D. This Second Amendment represents an increase of \$115,911 and an additional one-year extension of the Contract.
- E. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Term of Contract.

Section 2 of the Standard Contract is deleted in its entirety and replaced with: July 1, 2024-June 30, 2027

B. Amount of Contract

Section 3 is deleted in its entirety and replaced with: \$659,575

C. Scope of Work

Exhibit A is deleted in its entirety and replaced with the Scope of Work attached to and incorporated into this Second Amendment as Exhibit A-1

D. Budget

Exhibit B is deleted in its entirety and replaced with the Budget attached to and incorporated into this Second Amendment as Exhibit B-1.

Except as set forth in this Second Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

COUNTY OF SOLANO, a Political
Subdivision of the State of California

By _____
Ian Goldberg, County
Administrator

NEIGHBORLY PEST MANAGEMENT INC.

By Sean Bradley
Sean Bradley (May 11, 2026 16:17:20 PDT)
Sean Bradley, Vice President

APPROVED AS TO FORM

By Holly Tokar
Holly Tokar (May 11, 2026 11:35:27 PDT)
County Counsel

EXHIBIT A-1
SCOPE OF WORK

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

Glassy-Winged Sharpshooter Regulatory Area Insecticide Treatments within the California Department of Food and Agriculture's declared infested area in Vacaville, California.

Foliar Insecticide Treatment Specifications (July 1, 2024 - June 30, 2027)

- Foliar spray treatments in residential front and back yards and other nearby sites including roadside landscaping, parks, school grounds and similar settings to glassy-winged sharpshooter (GWSS) host plants within 150 meters of confirmed GWSS locations.
- Products to be used: Tempo SC Ultra (EPA Reg. No. 432-1363) at a labeled rate of 1.5 to 5.4 oz per 100 gallons. Altus (EPA Reg. No. 432-1575) at a labeled rate of 7.0 - 10.5 fl. oz per 100 gallons. and/or Merit 2F (EPA Reg. No. 432-1312) at a labeled rate of 1.5 fl. oz per 100 gallons of water, 75 WP (EPA Reg. No. 432-1314) at a labeled rate of 3 Tbsp. + 1 tsp. per 100 gallons of water or 75 WSP (EPA Reg. No. 432-1318) at a labeled rate of 1.6 fl. oz per 300 gallons of water depending on GWSS activity at target parcels.
- Spray GWSS host plants thoroughly for good coverage including the underside of leaves.
- Treat no more than 15 acres per day.
- Applications are only to be made when rain is not predicted for the next 24 hours.
- Tempo SC Ultra and Merit products are not to be applied or allowed to drift onto blooming GWSS host vegetation or plants which bees are actively foraging on.
- Applications must be in compliance with all other label and regulatory requirements.

Soil Insecticide Injection Treatment Specifications (July 1, 2024 - June 3, 2027):

- Soil injection treatments in residential front and back yards and other nearby sites including roadside landscaping, parks, school grounds and similar settings to glassy-winged sharpshooter (GWSS) host plants within 150 meters of confirmed GWSS locations.

- Products to be used: Merit 2F (EPA Reg. No. 432-1312) at a labeled rate of 0.1 - 0.2 fl. oz. per inch of trunk diameter or per foot of shrub height and/or CoreTect (EPA Reg. No. 432-1457) at a labeled rate of 2-3 tablets per inch of trunk diameter or per foot of shrub height
- Minimize exposure of Merit 2F to bees and other insect pollinators when they are foraging on pollinator attractive plants around the application site.
- Treat no more than 15 acres per day.
- No applications made to vegetables or turf.

Applications must be in compliance with all other Merit 2F and CoreTect label and regulatory requirements.

Executive Audit (July 1, 2025 - January 1, 2027)

Estimated time to complete Executive Audit is six months from the date of contract execution. Contractor shall provide monthly progress reports to County indicating activities from previous month and schedule of upcoming activities for the next 30 days.

CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE FOLLOWING:

- Maintain a current pest control business license with the California Department of Pesticide Regulation and registration with the Solano County Agricultural Commissioner.
- Maintain a current California Department of Pesticide Regulation issued Qualified Applicator License with categories A, R, C.
- Provide insecticide treatments to only those properties approved by Solano County Agriculture Department staff.
- Allow California Department of Food and Agriculture staff to collect pesticide tank samples as requested.

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. Provide Contractor with access to employees in order to distribute survey.
2. Schedule and coordinate Board of Supervisors, Department Head and staff meetings.

EXHIBIT B-1
BUDGET DETAIL AND PAYMENT PROVISIONS

1. COMPENSATION

Rates are payable as follows:

1. \$205.00 per residential foliar insecticide application.
2. \$5.50 per inch of trunk diameter or per foot of shrub.

Total Compensation under this Contract shall not exceed \$656,296.

2. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall, within thirty days of receipt, pay Contractor in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

The following document can be accessed via the link in the list below, in addition to being on file with the Clerk of the Board.

1. [Original Contract and Amendment One](#)



CALIFORNIA DEPARTMENT OF
FOOD & AGRICULTURE

Karen Ross, Secretary

April 13, 2026

Mr. Ed King
Agricultural Commissioner/Sealer of Weights and Measures
Solano County
675 Texas Street
Fairfield, CA 94533

Dear Mr. King:

This is to confirm that the California Department of Food and Agriculture, Pierce's Disease Control Program (PDCP), intends to enter into a contract with your County for October 1, 2026 through September 30, 2027, spanning fiscal years 2026/2027 and 2027/2028, for costs associated with the Solano County GWSS Eradication Project.

If you have any questions or need further assistance, please contact me at (916) 900-5024 or at joseph.damiano@cdfa.ca.gov.

Sincerely,

Joseph
Damiano

Digitally signed by Joseph
Damiano
Date: 2026.04.13
14:14:57 -07'00'

Joe Damiano
Statewide Coordinator
Pierce's Disease Control Program





Solano County

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

Agenda Submittal

Agenda #:	18	Status:	Consent Calendar
Type:	Contract	Department:	Health and Social Services
File #:	26-441	Contact:	Emery Cowan, 784-8400
Agenda date:	06/23/2026	Final Action:	
Title:	Approve an agreement with the California Department of Health Care Services governing the administration and use of mobile crisis vehicles and related crisis services funded by the 2023 Crisis Care Mobile Units grant awarded to the Solano County Behavioral Health Division, for the period of July 1, 2025, through June 30, 2031; and Delegate authority to the County Administrator to execute the agreement, the Contractor Certification Clause, and any subsequent amendments with no fiscal impact, with County Counsel concurrence		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - DHCS Zero Cost Vehicle Use Agreement		

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

Published Notice Required? Yes ___ No X

Public Hearing Required? Yes ___ No X

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services recommended that the Board:

1. Approve an agreement with the California Department of Health Care Services governing the administration and use of mobile crisis vehicles and related crisis services funded by the 2023 Crisis Care Mobile Units grant awarded to the Solano County Behavioral Health Division, for the period of July 1, 2025, through June 30, 2031; and
2. Delegate authority to the County Administrator to execute the agreement, the Contractor Certification Clause, and any subsequent amendments with no fiscal impact, with County Counsel concurrence.

SUMMARY/DISCUSSION:

In 2023, Solano County received a Crisis Care Mobile Units (CCMU) grant funded by the California Department of Health Care Services (DHCS) through Advocates for Human Potential. The funding initiative helped counties develop, implement, or expand mobile behavioral health crisis and non-crisis response teams. Solano County received a \$1,000,000 CCMU implementation award under Track 2: mobile crisis services implementation.

The grant supported mobile crisis readiness and service expansion in all cities throughout the County through vehicle purchases and operating costs, dispatch staffing, program coordination, planning with local and

regional partners, training, marketing/outreach, and technology/data infrastructure. The Statement of Work covered the period from April 1, 2023, through June 30, 2025.

The included purchasing five Honda Civic vehicles and vehicle wraps. This new agreement between DHCS and Solano County governs the use of these CCMU-funded vehicles. It ensures compliance with statutory and state funding requirements, including reporting, monitoring, and allowable use standards. DHCS requires execution of this agreement to maintain eligibility for continued use of mobile crisis response as intended .

FINANCIAL IMPACT:

There is no cost associated with the agreement that outlines the requirements for owners of vehicles purchased with CCMU grant funds for 6 years from the agreement's effective date. There is no net County cost.

ALTERNATIVES:

The Board could choose not to authorize this agreement. However, this is not recommended as the agreement funds necessary crisis care services.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed the agreement as to form. The California Department of Health Care Services, Community Services Division, and the Federal Grants Branch, transmitted the agreement.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

The following document can be accessed via the link below, in addition to being on file with the Clerk of the Board.

[A - DHCS Zero Cost Vehicle Use Agreement](#)



Solano County

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

Agenda Submittal

Agenda #:	19	Status:	Consent Calendar
Type:	Contract	Department:	Health and Social Services
File #:	26-485	Contact:	Emery Cowan, 784-8400
Agenda date:	06/23/2026	Final Action:	
Title:	Approve an agreement with Partnership HealthPlan of California to administer the California Advancing and Innovating Medi-Cal (CalAIM) Transitional Rent benefit for specialty mental health clients effective July 1, 2026; and Delegate authority to the County Administrator to execute the agreement and any amendments, with County Counsel concurrence		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Partnership HealthPlan Transitional Rent Agreement		

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 that the Board of Supervisors:

1. Approve an agreement with Partnership HealthPlan of California to administer the California Advancing and Innovating Medi-Cal (CalAIM) Transitional Rent benefit for specialty mental health clients effective July 1, 2026; and
2. Delegate authority to the County Administrator to execute the agreement and any amendments, with County Counsel concurrence.

SUMMARY:

Through CalAIM, eligible Medi-Cal members experiencing homelessness or housing instability may receive a new Community Supports benefit, Transitional Rent, which provides up to six months of rental assistance. The California Department of Healthcare Services (DHCS) requires Medi-Cal Managed Care Plans (MCPs) to offer County Behavioral Health agencies the opportunity to administer Transitional Rent for individuals with serious mental illness.

The Department of Health & Social Services (H&SS) Behavioral Health Division has opted into this new benefit. In April 2026, the Board approved an agreement with Kaiser Foundation Health Plan to administer the CalAIM Transitional Rent benefit. This contract is with the second MCP in Solano, Partnership HealthPlan of California, and will enable Behavioral Health to fully operationalize this new benefit, expand the suite of

housing-stability tools available to clients, and ensure alignment with State expectations under Proposition 1 (Behavioral Health Services Act “BHSA”) and CalAIM implementation.

FINANCIAL IMPACT:

DHCS will reimburse MCPs the actual cost of rental assistance or temporary housing paid to landlords or property owners, not to exceed a reimbursable ceiling. DHCS is also providing an administrative fee to cover costs for the Transitional Rent arrangement and management, including supporting tasks such as eligibility, payments, and compliance. As the Transitional Rent provider for Partnership HealthPlan of California, Solano County Behavioral Health will receive 90% of the administrative fee to offset staff and operational costs related to Transitional Rent authorization, reconciliation, and reporting. Both the rental assistance and administrative fees will be reimbursed to the County through invoicing by Partnership HealthPlan of California.

The Department is assessing the impact of this additional funding on the County budget. It will return to the Board at a later date if appropriations are needed for this program. There is no impact on the County General Fund.

DISCUSSION:

H&SS Behavioral Health has expanded its housing infrastructure in recent years through State grants and Behavioral Health Services Act (BHSA) investments. While these efforts increased capacity, most funds are time-limited, underscoring the need for long-term sustainability. Implementing the CalAIM Transitional Rent benefit is a key strategy to strengthen the County’s housing continuum.

Transitional Rent provides up to 6 months of rental assistance to eligible Medi-Cal members experiencing or at risk of homelessness. DHCS requires MCPs to make this benefit available to the population of individuals with serious mental illness served by County Behavioral Health. Local implementation requires MCP contracts, eligibility and authorization workflows, coordinated processes with housing providers, and compliance with DHCS reporting and audit requirements. Solano County has been coordinating with Partnership Healthcare of California and receiving technical assistance from DHCS to establish comprehensive readiness and implementation procedures.

Behavioral Health will administer Transitional Rent as part of the County’s existing supportive housing portfolio, including its rental subsidy flex pool. The flex pool, administered through Abode Services, combines BHSA grants and other County-directed funds to provide rental subsidies, move-in assistance, prevention, and housing stabilization. Given the model’s capacity for rapid, flexible deployment of rental assistance, Transitional Rent can be integrated without developing an independent program.

Transitional Rent will serve as an additional funding source for clients already receiving housing services, offsetting subsidy costs for those who meet DHCS criteria. Approximately 62 current clients may be eligible, with enrollment to occur gradually as workflows mature. Implementation is also required to comply with Proposition 1 (BHSA) and recent Behavioral Health Bridge Housing (BHBH) grant conditions, both of which mandate that counties use all available Medi-Cal housing supports, including Transitional Rent and the “housing trio” of Housing Transition Navigation Services, Housing Deposits, and Housing Tenancy and Sustaining Services, before utilizing BHSA or other State funds for rental assistance or tenancy supports.

ALTERNATIVES:

The Board may choose not to approve this contract; however, this is not recommended. If the County declines

to administer the Transitional Rent benefit, Medi-Cal Managed Care Plans could contract directly with a private community-based organization to serve Solano's serious mental illness population, thereby fragmenting the County's housing supports for its specialty mental health clients.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



PARTNERSHIP HEALTHPLAN OF CALIFORNIA TRANSITIONAL RENT PROVIDER AGREEMENT

This Transitional Rent Provider Agreement and its Exhibits (“Agreement”) is made and entered into on January 1, 2026 (“Effective Date”) by and between the Partnership HealthPlan of California (“Partnership”), a public entity contracted with the Department of Health Care Services (“DHCS”), and subject to the California Public Records Act, and Solano County Department of Health & Social Services, a “Transitional Rent Provider” or “Provider”, individually the “Party” and collectively the “Parties”.

RECITALS

WHEREAS, Partnership is a non-profit community-based healthcare organization that has entered into and will maintain contract(s) (“Medi-Cal Contract”) with the State of California, Department of Health Care Services (“DHCS”) in accordance with Title 28, CCR, Section 1300 et seq.; Welfare and Institutions (“W&I”) Code, Section 14200 et seq.; Title 22, CCR, Section 53250; and applicable federal and State laws and regulations, under which Partnership provides services to Medi-Cal beneficiaries.

WHEREAS, Partnership desires to retain Solano County Department of Health & Social Services to provide Transitional Rent Services for Partnership’s Members and Solano County Department of Health & Social Services desires to accept such retention, under the terms and conditions of this Agreement.

WHEREAS, Solano County Department of Health & Social Services is [a housing provider or contracts with housing providers] and has the required experience and expertise to provide the scope of work as set forth herein, and will abide by any attachments hereto.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter stated, the Parties agree as follows:

ARTICLE I - DEFINITIONS

If a capitalized term used in this Agreement or any Exhibit attached hereto is not defined in this Agreement or in the Exhibit, it will have the same meaning ascribed to it in the Medi-Cal Contract. Key terms are defined as follows:

Applicable Requirements: To the extent applicable to this Agreement and the duties, right, and privileges hereunder, all federal, State, county, and local statutes, rules, regulations, and ordinances, including, but not limited to, Welfare and Institutions Code and its implementing regulations, the Social Security Act and its implementing regulations, the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing regulations, the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, the Deficit Reduction Act of 2005 and its implementing regulations, the Federal Patient Protection and Affordable Care Act (Public Law 111-148) as amended by the Federal Health Care and Education Reconciliation Act of 2010 (Public Law 111-152) (collectively, “Affordable Care Act”), the California Consumer Privacy Act of 2018 and its implementing regulations, the California Confidentiality of Medical Information Act; DHCS Medi-Cal Provider Manual; the Medi-Cal Contract; all Regulatory Agency guidance, executive orders, instructions, All Plan Letters (“APL(s)”), bulletins, and policies; and all standards, rules, and regulations of Accreditation Organizations.

Authorization or Prior Authorization: Written and/or electronic approval by Partnership for the rendering of Transitional Rent Services, which shall be determined pursuant to the authorization procedures described in the Partnership Provider Manual and Policies.

Community Supports or Community Supports Services: Community Supports are those services or settings that are offered in place of services or settings covered under the California Medicaid State Plan and are medically appropriate, cost-effective alternatives to services or settings under the State Plan. Transitional Rent is a type of Community Supports Service.

Community Supports Provider: A Partnership-contracted provider of DHCS-approved Community Supports. Community Supports Providers are entities with experience and/or training providing one or more of the Community Supports approved by DHCS.

DHCS: means the California Department of Health Care Services which funds health care for Medi-Cal Members.

Enhanced Care Management (ECM): A whole-person, interdisciplinary approach to care that addresses the clinical and non-clinical needs of high-need and/or high-cost Members through systematic coordination of services and comprehensive care management that is community-based, interdisciplinary, high-touch and person centered. ECM is a Medi-Cal benefit.

ECM Provider: A Partnership-contracted provider of ECM. ECM Providers are community-based entities with experience and expertise providing intensive, in-person care management services to individuals. ECM Providers may include, but are not limited to, the following entities: (i) counties; (ii) county behavioral health providers; (iii) Primary Care Physician, Specialist, or physician groups; (iv) Federally Qualified Health Centers; (v) Community Health Centers; (vi) Community-based organizations; (vii) hospitals or hospital-based physician groups or clinics (including public hospitals and district and/or municipal public hospitals); (viii) Rural Health Clinics and/or Indian Health Services Programs; (ix) local health departments; (x) behavioral health entities; (xi) community mental health centers; (xii) substance use disorder treatment providers; (xiii) organizations serving individuals experiencing homelessness; (xiv) organizations serving justice involved individuals; (xv) California Children Services Program providers; and (xvi) other qualified providers or entities not listed above, as approved by DHCS.

Health Disparity: Differences in health, including mental health, and outcomes closely linked with social, economic, and environmental disadvantage, which are often driven by the social conditions in which individuals live, learn, work, and play. Characteristics such as race, ethnicity, age, disability, sexual orientation or gender identity, socio-economic status, geographic location, and other factors historically linked to exclusion or discrimination are known to influence the health of individuals, families, and communities.

Health Equity: The reduction or elimination of Health Disparities, Health Inequities, or other disparities in health that adversely affect vulnerable populations.

Health Inequity: A systematic difference in the health status of different population groups arising from the social conditions in which Members are born, grow, live, work, and/or age, resulting in significant social and economic costs both to individuals and societies.

Member: A Medi-Cal recipient who resides in Partnership's service area and is enrolled in a Medi-Cal managed care health plan administered by Partnership.

Model of Care (MOC): Partnership's framework for providing Transitional Rent, including its Policies and Procedures, as approved by DHCS. The MOC is hereby incorporated into this Agreement by reference.

Provider Manual or Partnership Provider Manual: The Manual of Operational Policies and Procedures for Partnership’s Medi-Cal Managed Care Program.

Regulatory Agencies: The federal, State, county, and local government agencies and entities with regulatory or other authority over Partnership, Provider, and/or this Agreement. Regulatory Agency includes, but is not limited to, DHCS, Department of Managed Health Care (“DMHC”), State Auditor, United States Department of Health and Human Services (“DHHS”) and its agents (the “Secretary”), DHHS Inspector General, Centers for Medicare and Medicaid Services (“CMS”), Department of Justice (“DOJ”), California Attorney General - Division of Medi-Cal Fraud and Elder Abuse (“DMFEA”), and Comptroller General of the United States.

Transitional Rent: A type of Community Support designed to support Members experiencing or at risk of homelessness. Transitional Rent provides up to six months of rental assistance in interim and permanent settings to Members who are experiencing or at risk of homelessness, have certain clinical risk factors, and have either recently undergone a critical life transition (such as exiting an institutional or carceral setting or foster care), or who meet other specified eligibility criteria. **Transitional Rent Services or Services:** Those Services set forth in Exhibit A of this Agreement that are consistent with the MOC and all Applicable Requirements pertaining to the administration of Transitional Rent.

ARTICLE II - TRANSITIONAL RENT PROVIDER REQUIREMENTS

2.1 Provider shall:

- a. Provide those contracted Services, as set forth in Exhibit A, which are within Provider’s service specialty, to Members in accordance with the terms and conditions of this Agreement.
- b. Provide contracted Services to Partnership Members that are within the Provider’s professional competence, with the same standards of care, skill, diligence and in the same economic and efficient manner, as are generally accepted practices and standards prevailing in the professional community.
- c. If a state-level pathway to enrollment is available, Provider must enroll in Medi-Cal, pursuant to relevant DHCS APLs, including Provider/Recredentialing and Screening/Enrollment in DHCS APL 22-013. If a pathway for enrollment is not available, Provider shall comply with Partnership’s enrollment and credentialing process, including compliance with requirements for individuals employed by or performing Services on behalf of Provider, to ensure Provider can meet the capabilities and standards required by DHCS to be a Transitional Rent Provider performing Transitional Rent Services, including, but not limited to:
 - i. Experience and expertise required to perform Transitional Rent Services.
 1. Capacity to provide Transitional Rent Services in a culturally and linguistically competent manner, and comply with all cultural competency requirements, including, but not limited to, Partnership’s mandatory cultural competency provider training as well as requirements set forth in Exhibit A, Attachment III, Subsection 5.2.11.C (*Cultural and Linguistic Programs and Committees*) of the Medi-Cal Contract.

2.2 Provider shall deliver Transitional Rent Services in a timely manner, in accordance with Partnership’s MOC, all Applicable Requirements, and the requirements set forth in this Agreement.

2.3 Provider shall maintain staffing that allows for timely, high-quality service delivery of the Transitional Rent Services.

2.4 Provider shall participate in all mandatory, Network Provider training requirements described in Exhibit A, Attachment III, Subsection 3.2.5 (*Network Provider Training*) of the Medi-Cal Contract.

2.5 Provider shall comply with Partnership’s Policies and Procedures, incorporated by reference herein.

2.6 Provider shall:

- a. Accept and act upon Member referrals from Partnership for Authorized Transitional Rent Services, unless Provider is at pre-determined capacity;
- b. Conduct outreach to the referred Member for Authorized Transitional Rent Services as soon as possible, including by making best efforts to conduct initial outreach within 24 hours of assignment, if applicable;
- c. Coordinate with Partnership and with other Network Providers in the Member's care team, including ECM Providers and other Community Support Providers;
- d. Comply with cultural competency and linguistic requirements required by Applicable Requirements, and in contract(s) with Partnership;
- e. Comply with non-discrimination requirements set forth in Applicable Requirements and in this Agreement;
- f. Adhere to compliance requirements set forth in Applicable Requirements and in this Agreement as well as all Transitional Rent Services program requirements.
- g. Ensure the Member agrees to receive Transitional Rent Services; and
- h. Obtain Member authorization to communicate electronically with the Member, Member's family legal guardians, Authorized Representatives, caregivers and other authorized support persons, if Provider intends to do so.

2.7 When federal and/or state law or DHCS APLs require authorization for data sharing, Provider shall obtain and/or document such authorization from each assigned Member, including sharing of protected health information (PHI), and shall confirm it has obtained such authorization to Partnership.

2.8 Provider may not require Member authorization for Transitional Rent Services-related data sharing for Provider to initiate delivery of Transitional Rent Services unless such authorization is required by federal law. Provider will be reimbursed only for Services that are Authorized by Partnership. In the event of a Member requesting Services not yet Authorized by Partnership, Provider shall send Prior Authorization request(s) to Partnership, unless a different agreement is in place (e.g., if Partnership has given Provider authority to authorize Transitional Rent Services directly).

2.9 If Transitional Rent Services is discontinued for any reason, Provider shall support transition planning for the Member into other programs or services that meet the Member's needs.

2.10 Provider is encouraged to identify additional Community Supports the Member may benefit from and send any additional request(s) for Community Supports to Partnership for Authorization.

2.11 **Member Eligibility.** Provider will verify Medi-Cal Member eligibility with Partnership prior to rendering Services. Prior Authorization from Partnership is not a guarantee of Medi-Cal Member eligibility with Partnership or eligibility in the State Medi-Cal Program. Partnership will maintain (or arrange to have maintained) records and establish and adhere to procedures as will reasonably be required to accurately ascertain the number and identity of Medi-Cal Members.

2.12 **Prior Authorization.** Provider will obtain referral and Prior Authorization when required before rendering Services to Partnership Member.

2.13 **Accessibility and Hours of Services.** Provider shall provide Services to Medi-Cal Members on a readily available and accessible basis in accordance with Partnership policies and procedures as set forth in Partnership's Provider Manual during normal business hours at Provider's usual place of business.

2.14 **Locations and Services.** This Agreement will apply to Services provided by Provider at any location set forth in this Agreement. Upon execution of this Agreement, if Provider renders Services at a location not listed in this Agreement, Provider understands that any new site(s) not listed in the Agreement may be added upon notice to Partnership of new site(s) and successful completion of Partnership’s Credentialing requirements, as applicable. Further, any new site(s) added to this Agreement will be subject to the same reimbursement rates set forth in the Agreement.

2.15 **Community Supports Provider Affiliate.** In the event Provider acquires or is acquired by, merges with or otherwise becomes affiliated with another Community Supports Provider that is currently contracted with Partnership, this Agreement, and the current agreement between Partnership and the other Community Supports Provider will each remain in effect and will continue to apply to each separate entity as they did prior to acquisition, merger or affiliation unless otherwise agreed to in writing by the parties.

Plan Directories and Updates. Partnership shall be allowed to use the name of Provider and its subcontractors, if any, in its provider listings or directories and in other materials and marketing literature of Partnership, whether in paper or electronic form, which listings and directories may be made accessible on Partnership’s website to the public, potential enrollees, Regulatory Agencies, and other providers, without any restrictions or limitations. To the extent required by Section 1367.27 of the California Health and Safety Code, or by other Applicable Requirements, Provider shall provide Partnership information as and when reasonably requested by Partnership, and no less frequently than every six (6) months, to update its provider directories. Provider shall report to Partnership any change to provider directory information, including Provider name or practice name, address, telephone number, hours and days when Provider’s service location(s) is/are open; the services and benefits available and whether the office/facility can accommodate Members with physical disabilities; Provider’s cultural and linguistic capabilities, including whether non-English languages and American Sign Language are offered either by the Provider or a skilled medical interpreter at the Provider’s facility; and availability to accept new Members, within thirty (30) days of any such change or within thirty (30) days of any request of Partnership to provide updated Provider information, unless another time frame is mandated by Applicable Requirements or specified herein.

ARTICLE III - OBLIGATIONS OF PARTNERSHIP

3.1 Transitional Rent Program

- a. Partnership shall inform Members about Transitional Rent and how to access it.
- b. Partnership shall ensure accurate and up-to-date Member-level records are maintained for the Members Authorized for Transitional Rent.
- c. Partnership shall notify Provider when Transitional Rent has been discontinued.

3.2 **Authorization of Transitional Rent.** Partnership shall ensure Transitional Rent Authorization or a decision not to Authorize occurs as soon as possible and in accordance with Applicable Requirements and the Provider Manual.

ARTICLE IV - PAYMENT FOR TRANSITIONAL RENT

4.1 Provider shall record, generate, and send a claim or invoice to Partnership for Transitional Rent Services rendered.

- a. If Provider submits claims, Provider shall submit claims to Partnership using specifications based on national standards and code sets to be defined by DHCS.
- b. In the event Provider is unable to submit claims to Partnership for Transitional Rent Services using specifications based on national standards or DHCS-defined standard specifications and code sets,

Provider shall submit invoices with an excel spreadsheet with the minimum necessary data elements defined by DHCS, or as defined in Partnership Policy which includes information about the Member, the Transitional Rent Services rendered, and Provider's information to support appropriate reimbursement by Partnership that will allow Partnership to convert Transitional Rent Services invoice information into DHCS-defined standard specifications and code sets for submission to DHCS. Upon receipt of such an invoice, Partnership shall document the Encounter for the Transitional Rent Services rendered.

- c. Provider will submit complete, timely, reasonable, and accurate claims or invoices, Provider Data, Encounter Data, and any other reports and data that Partnership might need, according to all Applicable Requirements for all Services rendered to Medi-Cal Members as described in Partnership's Provider Manual.
- d. All claims or invoices for reimbursement of Services must be submitted to Partnership as soon as possible, but no later than within three hundred and sixty-five (365) days from the date of Services. Claims or invoices received on the 366th day from the date of service will be denied. Partnership will make no exceptions or pro-rated payments beyond the twelve (12) month billing limit.

4.2 Provider shall not receive payment from Partnership for the provision of any Transitional Rent Services not authorized by Partnership.

4.3 Provider must have a system in place to accept payment from Partnership for Transitional Rent Services rendered.

- a. Partnership shall pay all Clean Claims and invoices within 30 calendar days of receipt. The date of receipt shall be the date Partnership receives the claim, as indicated by its date stamp on the claim. The date of payment shall be the date on the check or other form of payment.
- b. Partnership shall provide expedited payments pursuant to its policies and procedures, Medi-Cal Contract, and any other related DHCS guidance. Partnership may also provide expedited payments for Urgent Community Supports at Partnership's discretion.

4.4 **Overpayments or recoupments.** Provider will report all overpayments identified by Provider directly to Partnership, repay all overpayments within sixty (60) days of the date the overpayment was identified, and notify Partnership in writing of the reason for the overpayment. (42 CFR section 438.608(d)(2)). Pursuant to 42 CFR Section 438.608(d) Partnership is required to report Provider overpayments to DHCS annually. Overpayment is any payment made to Provider by Partnership to which Provider is not entitled under Title XIX of the Social Security Act. Provider acknowledges and agrees that, if Partnership identifies the overpayment, Provider will reimburse Partnership within thirty (30) Working Days of receipt of a timely written or electronic notice from Partnership of an overpayment, unless Provider contests such overpayment within thirty (30) Working Days in writing and identifies the portion of the overpayment being contested and the specific reasons for contesting the overpayment. Provider agrees that Partnership shall have the right to recover such uncontested amounts from Provider. If payment of uncontested recoupment is not received by Partnership within sixty (60) days from Partnership's mailing notice, Partnership reserves the right to recoupment or offset from current or future amounts due from Partnership to Provider.

4.5 **Entire Payment.** Provider will accept from Partnership compensation as payment in full and discharge of Partnership's financial liability. Services provided to Medi-Cal Members by Provider will be reimbursed as listed hereunder in those amounts set forth in Exhibit B to this Agreement and in accordance with Partnership's Provider Manual and policies and procedures. Provider will look only to Partnership for such compensation. Partnership has the sole authority to determine reimbursement policies and methodology of reimbursement under this Agreement, which includes reduction of reimbursement rates if rates from the State to Partnership are reduced by DHCS.

ARTICLE V - DATA SYSTEM REQUIREMENTS AND DATA SHARING TO SUPPORT TRANSITIONAL RENT SERVICES

- 5.1 As part of the referral process, Partnership will ensure Provider has access to:
- a. Demographic and administrative information confirming the referred Member's eligibility in meeting all established criteria, and authorization for the requested Transitional Rent Services;
 - b. Appropriate administrative, clinical, and social service information Provider might need in order to effectively provide the requested Service; and
 - c. Billing information necessary to support Provider's ability to submit invoices to Partnership.
- 5.2 Partnership shall comply with all State and federal reporting requirements.
- 5.3 Partnership shall use defined federal and State standards, specifications, code sets, and terminologies when sharing physical, behavioral, social, and administrative data with Provider and with DHCS, to the extent practicable.
- 5.4 Partnership shall track Community Supports referrals and verify the performance and delivery of Transitional Rent Services. If the Member receiving Transitional Rent Services is also receiving Enhanced Care Management services, Partnership shall monitor to ensure that the ECM Provider tracks whether the Member receives the Authorized Service from Provider. Partnership shall also support Provider notification to Partnership and EMC Provider and Member's Primary Care Provider (PCP), as applicable, when a referral has been fulfilled, as described in Exhibit A, Attachment III, Subsection 4.5.9 (*Data System Requirements and Data Sharing to Support Community Supports*) of the Medi-Cal Contract.
- 5.5 Partnership will support Provider access to systems and processes allowing them to track and manage referrals for Community Supports and Member information. The Parties agree to collaborate in good faith to reduce reliance on manual processes and to work toward the development or use of an automated or semi-automated information exchange mechanism, such as a secure shared portal or repository, that supports referral submission, eligibility verification, authorization tracking, service fulfillment confirmation, and billing documentation, subject to system capabilities and applicable State and federal requirements.
- 5.6 The Parties shall periodically review referral, eligibility verification, authorization, and billing workflows related to Transitional Rent Services and identify opportunities to improve efficiency, data accuracy, and timeliness through automation, system integration, or enhanced information sharing.

ARTICLE VI - HOLD HARMLESS

- 6.1 Provider shall hold harmless both the State and the Member in the event Partnership, or another Partnership Subcontractor or Downstream Subcontractor as applicable, cannot or will not pay for Services performed by Provider pursuant to the terms of the Agreement.
- 6.2 Provider will not bill Members for Transitional Rent Services.
- 6.3 The terms of this Article VI shall survive the termination of this Agreement.

ARTICLE VII - QUALITY AND OVERSIGHT

- 7.1 Provider acknowledges Partnership will conduct oversight of its delivery of Transitional Rent Services to ensure the quality of Services rendered and ongoing compliance with all legal and contractual obligations both Partnership and the Provider have, including but not limited to, required reporting, audits, and corrective actions, among other oversight activities and Community Supports requirements set forth in the Medi-Cal Contract and applicable DHCS APLs or guidance, which are incorporated herein by this reference.

- 7.2 Provider shall respond to all Partnership requests for information and documentation to permit ongoing monitoring of Transitional Rent Services.
- 7.3 Provider shall be responsible for the same reporting requirements, as those Partnership must report to DHCS, including Encounter Data and other supplemental reporting, as applicable.
- 7.4 Failure of Provider to follow Partnership's Policies and Procedures, reporting requirements, subcontractual requirements, or Applicable Requirements, may result, at Partnership's option, in a corrective action plan or any sanctions incorporated in the Partnership Provider Manual or as set forth in Section 12.6.
- 7.5 Provider acknowledges that Partnership shall have the right to immediately withdraw Members from assignment to Provider in the event the health or safety of Members is jeopardized by the actions of Provider or by reason of Provider's failure to provide Services in accordance with Partnership's utilization management.

ARTICLE VIII - INDEPENDENT CONTRACTOR

- 8.1 It is understood and agreed that in the performance of the services in this Agreement, Provider is acting as an independent contractor and not as an agent or employee of, or partner, joint venture, or in any other relationship with Partnership. Provider agrees that its staff are not and will not become employees, agents, or principals of Partnership while this Agreement is in effect. Provider agrees that its staff are not entitled to the rights or benefits afforded to Partnership employees, including disability or unemployment, worker's compensation, medical insurance, sick leave, or any other employment benefit. Provider is responsible for providing its staff with disability or unemployment, worker's compensation, training, permits, certifications, and licenses for itself and staff.
- 8.2 Provider acknowledges that no income, social security, or other taxes will be withheld or accrued by Partnership. Provider is responsible for filing and payment when due of all income taxes including estimated taxes, incurred as a result of the compensation paid by Partnership for Services under this Agreement. On request, Provider will provide Partnership with proof of timely payment of taxes. Provider agrees to indemnify Partnership for any claims, cost losses, fees, penalties, interest or damages suffered by Provider resulting from Provider's failure to comply with this provision.

ARTICLE IX - CONFIDENTIALITY

- 9.1 As used in this Agreement, "Confidential Information" means all confidential and proprietary information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all SOWs under this Agreement), business and marketing plans, technology and technical information, product designs, and business processes, including information concerning or obtained from patients, customers, Network Providers and other third parties. Confidential Information does not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party may not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission and the Receiving Party must restrict access to such Confidential Information to personnel within its organization other than employees who need such access in order to perform obligations contemplated under this Agreement. The Receiving Party agrees to protect the confidentiality of the Confidential Information of the other Party in the

same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event will either Party exercise less than reasonable care in protecting the Confidential Information.

9.2 Provider shall abide by confidentiality policies and professional ethics concerning patient medical information, including the privacy and security laws and regulations set forth in Applicable Requirements, including, but not limited to, HIPAA, HITECH Act, and CMIA.

9.3 With respect to any identifiable information concerning a Medi-Cal Member under this Agreement that is obtained by Provider, Provider: (1) will not use any such information for any purpose other than carrying out the express terms of the Agreement; (2) will promptly transmit to Partnership all requests for disclosure of such information; (3) will not disclose except as otherwise specifically permitted by the Agreement, any such information to any party other than DHCS without prior written authorization from Partnership specifying that the information is releasable under Title 42, CFR, Section 431.300 et seq.; and Section 14100.2, Welfare and Institutions Code and regulations adopted thereunder; and (4) will, at the expiration or termination of the Agreement, return all such information to Partnership or maintain such information according to written procedures of Partnership.

9.4 Provider will not disclose the payment provisions of this Agreement except as may be required by law.

ARTICLE X - INDEMNIFICATION AND INSURANCE

10.1 Each Party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, subcontractors, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

10.2 Provider will maintain worker's compensation insurance in the amount required by law, comprehensive general liability insurance with coverage in the amount of \$1,000,000 each occurrence and \$2,000,000 in general aggregate, and professional liability coverage in the amount of \$1,000,000 per each occurrence and \$2,000,000 in general aggregate. Partnership must be listed as an additional insured with a waiver of subrogation in favor of Partnership. Provider acknowledges that specific projects may require they obtain additional insurance. Provider shall provide details about the additional insurance on the applicable Statement of Work, if necessary. Provider shall notify Partnership at least 30 days in advance of any insurance cancellations. Upon request, Provider shall provide Partnership with a certificate of insurance evidencing required coverage. These indemnification provisions are independent of and may not in any way be limited by the Insurance requirements of this Agreement. Partnership's approval of the insurance required by this Agreement does not in any way relieve the Provider from liability under this section.

ARTICLE XI - TERM, TERMINATION, AND AMENDMENT

11.1 **TERM.** The term of this Agreement begins on the Effective Date; provided, however, Provider shall not provide Services hereunder until Provider has satisfactorily completed the Partnership provider credentialing process, if applicable. This Agreement shall remain in effect until cancelled by either party hereto by giving the other party thirty (30) days written notice. This Agreement is subject to DHCS approval and this Agreement will become effective only upon approval by DHCS in writing, or by operation of law where DHCS has acknowledged receipt of the Agreement, and has failed to approve or disapprove the proposed Agreement within sixty (60) calendar days of receipt or within DHCS' estimated date of completion, whichever is later, may be used at Partnership's sole risk and subject to possible subsequent disapproval by DHCS.

11.2 TERMINATION WITH CAUSE. In the event of a material breach by either Party, other than those material breaches set forth in Section 11.2, Immediate Termination by Partnership, the non-breaching Party, may terminate this Agreement by providing thirty (30) days written notice of the material breach of this Agreement to the breaching Party setting forth the reasons for such termination, provided, however, that if the breaching Party cures such breach during the thirty (30) day period, then this Agreement will not be terminated because of such breach unless the breach is not subject to cure.

11.3 TERMINATION WITHOUT CAUSE. This Agreement may be terminated by either Party, without cause, by providing ninety (90) days written notice of their intent to terminate and/or renegotiate this Agreement. Termination of this Agreement by either Party will not act as a waiver of any breach of this Agreement and will not act as a release of either Party from any liability for breach of such Party's obligations under this Agreement.

11.4 AMENDMENT. Except as may otherwise specified in this Agreement and its exhibits, the Agreement may be amended only by both Parties agreeing to the amendment in writing, and must be executed by a duly authorized person of each Party. Partnership will inform Provider of prospective requirements added by federal or State law or DHCS that apply to the Medi-Cal Contract before the requirements become effective and Provider agrees to comply with the new requirements within thirty (30) calendar days of the new requirements effective date, unless otherwise instructed by DHCS.

- a. Amendments to this Agreement will be submitted to DHCS for approval before use. Proposed changes that are neither approved nor disapproved by DHCS within sixty (60) calendar days after DHCS has acknowledged receipt or within DHCS' estimated date of completion, whichever is later, may be used at Partnership's sole risk and subject to possible subsequent disapproval by DHCS.
- b. In the event a change in law, regulation or the Medi-Cal Contract requires an amendment to this Agreement, Provider's refusal to accept such amendment will constitute reasonable cause for Partnership to terminate this Agreement pursuant to the termination provisions hereof.

11.5 SURVIVAL OF TERMS. Termination of this Agreement will not affect any right or obligations hereunder which will have been previously accrued, or will thereafter arise with respect to any occurrence prior to termination. Such rights and obligations will continue to be governed by the terms of this Agreement. Any provisions of this Agreement which by nature, extend beyond the expiration, or termination of this Agreement, and those provisions that are expressly stated to survive termination, will survive the termination of this Agreement, and will remain in effect until all such obligations are satisfied. The following obligations of Provider will survive the termination of this Agreement regardless of the cause giving rise to termination and will be construed for the benefit of the Medi-Cal Member: Section 4.4 Overpayments or Recoupments; Article VI Member Hold Harmless; Article X Indemnification and Insurance; Section 11.6 Continuity of Care Following Termination; and Section 12.2 Access to Records.

11.6 CONTINUITY OF CARE FOLLOWING TERMINATION. Provider agrees to assist Partnership in the orderly transfer of Medi-Cal Members to another Transitional Rent Provider of their choice or to whom they are referred. Furthermore, Provider shall assist Partnership as applicable in the transfer of a Member's care as needed and in accordance with Exhibit E, Section 1.1.17 (*Phaseout Requirements*) of the Medi-Cal Contract, in the event of termination of the Medi-Cal Contract for any reason. Should this Agreement be terminated, Provider will, at Partnership's option, continue to provide Services to Medi-Cal Members who are under the care of Provider at the time of termination until the Services being rendered to the Medi-Cal Members by Provider are completed, unless Partnership has made appropriate provisions for the assumption of such services by another Transitional Rent Provider. Provider agrees to accept payment at the contract rate in place at the time of termination, which shall apply for up to six months following termination of the Agreement, and agrees to adhere to Partnership policies and procedures.

11.7 **TERMINATION NOT AN EXCLUSIVE REMEDY.** Any termination by either Party is not meant as an exclusive remedy and such terminating Party may seek whatever action in law or equity as may be necessary to enforce its rights under this Agreement.

ARTICLE XII - OTHER PROVISIONS

12.1 **NON-EXCLUSIVITY.** Nothing in this Agreement shall prohibits Partnership from seeking similar services from other companies, including signing an agreement with another similar company that would be considered competition. Provider agrees this will not be a conflict of interest.

12.2 ACCESS TO RECORDS.

12.2.1 Provider shall permit Partnership, any of Partnership's duly authorized representatives, and Regulatory Agencies, including, but not limited to, DHCS, CMS, DHHS, DOJ, DMFEA, DMHC, or their designees to examine and audit all directly permitted books, documents, papers, records, computer, and other electronic systems of Provider involving transactions related to the Services outlined and included in this Agreement for the purpose of making audits, evaluations, examinations, excerpts and transcripts. Provider shall maintain records for a period of ten (10) years after the final date of the Medi-Cal Contract period or from the date of completion of any audit, whichever is later. Partnership shall give Provider thirty (30) days written notice of such request(s) unless a shorter timeframe is required for access by a Regulatory Agency. Provider agrees to timely gather, preserve, and provide to Regulatory Agencies, including, but not limited to, DHCS, CMS, and DMFEA, any records in Provider's possession, in accordance with Exhibit E, Section 1.1.27 (*Litigation Support*) of the Medi-Cal Contract.

12.3 NON-DISCRIMINATION.

a. **Medi-Cal Members.** Provider shall comply with all laws and regulations applicable to its operations and to the provision of services hereunder. Provider shall not discriminate against Members on the basis of race, color, creed, religion, language, sex, gender, gender identity, gender expression, marital status, political affiliation, ancestry, sexual orientation, sexual preference, national origin, ethnic group identification, health status, age, physical or mental disability, medical condition (including cancer), genetic information, pregnancy, childbirth, or related medical conditions, veteran's status, income, source of payment, or identification with any other persons or groups defined in Penal Code 422.56, or status as a Member of Partnership, or filing a complaint as a Member of Partnership. Members may exercise their patient rights without adversely affecting how they are treated by Provider. Provider shall not condition treatment or otherwise discriminate on the basis of whether a Member has executed an advance directive. Provider shall fully comply with all Applicable Requirements that prohibit discrimination, including, but not limited to, Title I and II of the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act, of 1973, 45 C.F.R. Part 80 and 84, Title 28 CFR Part 36, Title IX of the Educational Amendments of 1973, California Government Code Sections 7405 and 11135, California Confidentiality of Medical Information Act at Civil Code Section 51 et seq., the Unruh Civil Rights Act, W&I Code section 14029.91, Title VI of the Civil Rights Act of 1964, 42 United States Code (USC) Section 2000(d), Section 1557 of the Patient Protection and Affordable Care Act, and all rules and regulations promulgated pursuant thereto. Discrimination includes, but is not limited to, unlawfully: denying any Member any Transitional Rent Services or availability of a facility; providing to a Member any Transitional Rent Service which is different, or is provided in a different manner or as a different time from that provided to other Members under this Agreement except where medically indicated; subjecting a Member to segregation or separate treatment in any manner related to the receipt of any Transitional Rent Services; restricting a Member in any way in the enjoyment of any advantage or privilege enjoyed by others receiving many Transitional Rent Services, treating a Member differently from others in determining whether he or she satisfied any admission, enrollment, quota, eligibility, membership, or other requirement or condition which individuals

must meet in order to be provided any Transitional Rent Services; the assignment of times or places for the provision of services on the basis of the sex, race, color, religion, ancestry, national origin, creed, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sexual orientation, identification with any other persons or groups defined in Penal Code section 422.56, or any other protected category of the Members to be served; utilizing criteria or methods of administration which have the effect of subjecting individuals to discrimination; failing to make auxiliary aids available, or to make reasonable accommodations in policies, practices, or procedures, when necessary to avoid discrimination on the basis of disability; and failing to ensure meaningful access to programs and activities for Limited English Proficient (LEP) Members and potential Members.

- i. For the purpose of this Section 12.3, genetic information includes the carrying of a gene, which may, under some circumstances, be associated with disability in that person's offspring, but which causes no adverse effects on the carrier. Such genes include, but are not limited to, Tay-Sachs trait, sickle-cell trait, Thalassemia trait, and X-linked hemophilia.
- b. **Employees or applicants for employment.** Provider and its subcontractors will not unlawfully discriminate or harass against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, ethnic group identification, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, use of family care leave, identification with any other persons or groups defined in Penal Code 422.56, or other protected status, and any other characteristics covered under state and federal law. Provider and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in CCR, Title 2, Division 4, Chapter 5 are incorporated into this Agreement by reference and made a part hereof as set forth in full. Provider will give notice of Provider's obligations under this Section to labor organizations with which Provider has a collective bargaining or other agreement.

12.4 **NOTICES.** Notices to the Parties in connection with the provisions of this Agreement shall be given either by electronic mail, fax, or by regular mail or overnight courier addressed as follows:

Sonja Bjork, CEO
Partnership HealthPlan of California
4665 Business Center Drive
Fairfield, CA 94534

Ian M. Goldberg, County Administrator
Solano County
275 Beck Avenue
Fairfield, CA 94533

12.5 **COMPLIANCE WITH LAW.** Partnership with good cause, may impose and enforce administrative and/or financial sanctions, corrective action, and/or penalties against Provider due to non-compliance or failure to comply with applicable federal or state statutes, regulations, rules, contractual obligations, and as applicable, Partnership policies and procedures as solely determined by Partnership.

12.6 **CORRECTIVE ACTION AND NOTIFICATION OF SANCTIONS.** Partnership will provide written notice outlining the specific reasons, in Partnership's determination; Provider is in non-compliance of this Agreement. Required actions for Provider to cure the breach through corrective action will be set forth in the written notice. In the event Provider fails to cure those specific claims set forth by Partnership within twenty (20) days of the receipt of the notice, Partnership reserves the right to impose an administrative and/or financial sanctions and/or penalties against Provider up to and including termination of the Agreement immediately upon notice to Provider. Partnership shall notify the affected in writing twenty (20) days prior to the implementation date of any administrative sanction and thirty (30) days prior to the implementation date of any financial sanction. Such notice shall include:

- a. Effective date;
- b. Detailed findings of non-compliance;
- c. Reference to the applicable statutory, regulatory, contractual, Partnership policy and procedures, or other requirements that are the basis of the findings;
- d. Detailed information describing the sanction(s);
- e. Timeframes by which the organization or individual shall be required to achieve compliance, as applicable;
- f. Indication that Partnership may impose additional sanctions if compliance is not achieved in the manner and time frame specified;
- g. Providers notice shall include their right to file a complaint (grievance) in accordance with Partnership policy and procedure MPPRGR210 Provider Grievance; and
- h. Nonprovider entities notice shall include their right to file a complaint under the terms of their agreement with Partnership.

12.7 FEDERAL AND STATE PROGRAM ELIGIBILITY. Provider, to the best of its knowledge represents that neither it nor any of its employees have been or currently are under investigation for any violations of the various provisions or laws governing Medicare, Medicaid, any federally funded health care benefit program and/or any private health care benefit program which could lead to exclusion from such programs; and neither it nor any of its employees or agents has ever (1) been convicted of; (a) any offense related to the delivery of an item or service under Medicare, Medicaid, any private health care benefit program or any federally funded program; (b) a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service; (c) fraud, theft, embezzlement, or other financial misconduct in connection with the delivery of a health care item or service; (d) obstructing an investigation of any crime referred to in (a), (b), or (c) above; or (e) unlawful manufacture, distribution, prescription or dispensing of a controlled substance; (2) been required to pay any civil monetary penalty regarding false, fraudulent or impermissible claims under, or payment to induce a reduction or limitation of health care services to beneficiaries of, any state, federal or private health care benefit program or any other federally funded program.

12.8 FRAUD, WASTE, and ABUSE. Provider shall implement and maintain policies and procedures designed to detect and prevent fraud, waste, and abuse as outlined in 42 CFR 438.608. Provider is responsible for reporting all cases of suspected fraud, waste, and abuse, as defined in 42 CFR Section 455.2 where there is reason to believe that an incident of fraud and/or abuse has occurred by Medi-Cal Members or by providers. Provider shall report cases of suspected or confirmed fraud, waste, or abuse to Partnership immediately upon discovery, but no later than ten (10) days. Provider agrees to cooperate with any investigations under this section and provide DHCS and/or Partnership any documentation, reports or records deemed relevant to the investigation in accordance with Exhibit A, Attachment III, Subsection 1.3.2.D (*Contractor's Reporting Obligations*) and Subsection 1.3.2.D.6 (*Confidentiality*) of the Medi-Cal Contract.

12.9 WAIVER/ESTOPPEL. Nothing in this Agreement is considered to be waived by any Party, unless the Party claiming the waiver receives the waiver in writing. No breach of the Agreement is considered to be waived unless the non-breaching Party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either Party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.

12.10 FORCE MAJEURE. Each Party will take commercially reasonable steps to prevent and recover from disruptive events that are beyond its control and represents that it has backup systems in place in case of emergencies or natural disasters. If either Party is wholly or in part, unable to perform any or part of its duties or functions under this Agreement because an act of war, riot, terrorist action, weather-related disaster, earthquake, public health emergency, governmental action, unavailability or breakdown of equipment, or other industrial disturbance which is beyond the reasonable control of the Party obligated to perform and which by

the exercise of reasonable diligence such Party is unable to prevent (each a “Force Majeure Event”), then, and only upon giving the other Party notice by telephone, facsimile, e-mail, or in writing within a reasonable time frame and in reasonably full detail of the Force Majeure Event, such Party’s duties or functions will be suspended during such inability; provided, however, that in the event that a Force Majeure Event delays such Party’s performance more than thirty (30) days following the date on which notice was given to the other Party of the Force Majeure Event, the other Party may terminate this Agreement. Neither Party will be liable to the other for any damages caused or occasioned by a Force Majeure Event. Government actions resulting from matters that are subject to the control of the Party will not be deemed Force Majeure Events.

12.11 ASSIGNMENT AND DELEGATION. Provider shall not assign, sublet, or transfer any interest in or duty under this Agreement without written consent of Partnership and DHCS, and no assignment shall be of any force or effect whatsoever unless and until Partnership shall have so consented in writing. Provider agrees that the assignment or delegation of this Agreement shall void unless prior written approval is obtained by DHCS. Provider shall make sure those employees properly perform their responsibilities under this Agreement.

12.12 DISPUTE RESOLUTION.

- a. In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arise between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute.
- b. If the dispute cannot be resolved through good faith negotiations within thirty (30) days, the Parties may agree to elect to participate in non-binding arbitration. Any non-binding arbitration shall occur only upon the mutual written agreement of the Parties.

12.13 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the Medi-Cal Contract, the Applicable Requirements, including, but not limited to, 42 CFR Section 438.230, the Knox-Keene Health Care Service Plan Act of 1975 as codified in H&S Code section 1340 *et seq.* (unless otherwise excluded under the Medi-Cal Contract), 28 CCR Section 1300.43 *et seq.*, W&I Code section 14000 *et seq.*, and 22 CCR sections 53800 *et seq.*, 22 CCR sections 53900 *et seq.* Each party represents and warrants that it is currently, and for the duration of this Agreement will remain in compliance with all applicable local, State and federal laws and regulations. The validity, construction, interpretation and enforcement of this Agreement will be governed by the laws of the State of California, the United States of America, and the contractual obligations of Partnership. Partnership and Provider agree to comply with all Applicable Requirements and the Medi-Cal Managed Care Program.

12.14 ENTIRE AGREEMENT. This Agreement and its attachments, constitutes the entire agreement between the Parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral communications or agreements between the Parties relating to the subject matter of this Agreement.

12.15 SEVERABILITY. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect.

12.16 COUNTERPARTS. This Agreement may be executed by electronic signature or in one or more counterparts, each of which will be deemed an original, but all of which, together, shall constitutes one agreement.

IN WITNESS THEREOF, the Parties have caused their duly authorized representatives to execute this Agreement.

**PARTNERSHIP HEALTHPLAN
OF CALIFORNIA**

By: *Sonja Bjork* 

Name: Sonja Bjork

Title: CEO

Date: 05/15/2026 11:55 AM EDT

COUNTY OF SOLANO

By: _____

Name: Ian M. Goldberg

Title: County Administrator

Date: _____

EXHIBIT A – SCOPE OF SERVICES

A. Transitional Rent Provider is responsible for:

1. Identifying an appropriate setting/unit.
2. Ensuring the housing unit is habitable.
3. Helping the Member to review, understand, and execute the lease agreement, and ensuring the lease agreement is compliant and legal.
4. Structuring rent payment agreement with landlord or property owner as applicable.
5. Issuing timely payments to the landlord or other housing provider as applicable.
6. Coordinating with the supportive services providers, which may include Housing Transition Navigation Services (“HTNS”) Provider, Housing Deposits Provider, Housing Tenancy and Sustaining Services (“HTSS”) Provider, ECM Provider, and/or other Medi-Cal or non-Medi-Cal funded providers who may be involved in service delivery for the Member.
7. Obtaining the necessary member authorizations including the member’s agreement for data sharing authorization which will be documented in Housing Support Plan (HSP).
8. Accessing the county’s Homeless Management Information System (HMIS) to input member data for greater housing coordination.

B. Inspection & Authorization

Transitional Rent Provider must conduct a basic unit or setting inspection to verify compliance with HUD or state habitability standards. An attestation of compliance, either with the HUD standards or state habitability standards, must be submitted by the Transitional Rent Provider as a condition of authorization by Partnership.

C. Experience

Transitional Rent providers and organizations must have the experience and expertise required to perform the functions they will assume in the delivery of Transitional Rent.

EXHIBIT B – TRANSITIONAL RENT SERVICES FEE SCHEDULE

SOLANO COUNTY DEPARTMENT OF HEALTH & SOCIAL SERVICES
EFFECTIVE DATE: January 1, 2026

A. Permanent and Interim Setting Services

The reimbursement rates in this Section A are tied to a percentage of the U.S. Housing and Urban Development (HUD) Small Area Fair Market Rents (SAFMR) fee schedule identified by DHCS in effect on the date authorized services are rendered. Partnership will reimburse Provider for authorized services, billed in accordance with Partnership guidelines, at the rates set forth in this Section A. Refer to the Provider Manual for additional billing criteria at www.Partnershiphp.org.

Per-Month Reimbursement ¹	
Permanent Settings ²	Reimbursement Rate
Allowable permanent setting (not SRO) ³	100% of the DHCS identified SAFMR fee schedule for the applicable unit size (i.e., efficiency, one-bedroom, two-bedroom, three-bedroom, or four-bedroom), not to exceed actual rental cost
Allowable permanent setting meeting the definition of a single room occupancy (SRO) unit ⁴	75% of the DHCS identified SAFMR fee schedule for an efficiency unit, not to exceed actual rental cost
Shared housing—where two or more people live in one rental unit ⁵	Prorated share of 100% of the DHCS identified SAFMR fee schedule for the applicable unit size, with the share determined by the number of bedrooms occupied by the Member’s household relative to the total bedrooms in the unit, not to exceed actual rental cost
Interim Settings ²	Reimbursement Rate
Allowable interim setting when Member has their own room (including converted hotels/motels now serving individuals experiencing homelessness) ⁶	100% of the DHCS identified SAFMR fee schedule for the applicable unit size (i.e., efficiency, one-bedroom, two-bedroom, three-bedroom, or four-bedroom), not to exceed actual rental cost
Interim setting with a small number of individuals per room ⁵	Prorated share of 100% of the DHCS identified SAFMR fee schedule for an efficiency unit, with the share determined by the number of beds in the room occupied by the Member’s household relative to the total number of beds in the room, not to exceed actual rental cost
Hotels/motels (i.e., commercial lodging) when serving as the Member’s primary residence ⁷	140% of the DHCS identified SAFMR fee schedule for an efficiency unit, not to exceed actual rental cost

1. The reimbursement rate for a per-month unit of service. Payments can be made on a per-diem basis. The per-diem reimbursement rate for a given setting is equal to the monthly rate divided by twenty-eight (28). Per-diem reimbursement rates will be reserved for stays of less than a full month. Month-long stays will be reimbursed on a per-month basis. Total payments in a month will not exceed the per-month reimbursement rate.
2. DHCS defines “permanent” settings as those with a renewable lease agreement with a term of at least one month. A setting that can be permanent or interim is considered permanent if the Member has a renewable lease agreement. Where there is no lease agreement, or the lease term is not renewable, the setting is considered interim.

3. On an exception basis and not to exceed actual rental costs, a reimbursement rate of up to 110% of the DHCS identified SAFMR fee schedule may be approved by Partnership, per DHCS policy. The amount of reimbursement is determined by the authorization process and supported by documentation within the housing sustainability plan submitted by the Provider.
4. As defined in 24 CFR section 982.4(b), an SRO is a “unit that contains no sanitary facilities or food preparation facilities [for the exclusive use of the occupant], or contains either, but not both, types of facilities.” HUD defines SROs as a “special housing type” and sets the payment standard at 75% of the efficiency unit payment standard (see 24 CFR section 982.604). On an exception basis and not to exceed actual rental costs, a reimbursement rate of up to 82.5% of the DHCS identified SAFMR fee schedule may be approved by Partnership, per DHCS policy. The 82.5% reflects the application to HUD’s SRO methodology (i.e., 75% x 110% = 82.5%). The amount of reimbursement is determined by the authorization process and supported by documentation within the housing sustainability plan submitted by the Provider.
5. For example, if a Member’s household is placed in a four-bedroom rental unit in which the Member’s household occupies two of the bedrooms, then the reimbursement rate is 100% of the DHCS identified SAFMR fee schedule for a four-bedroom unit divided by four and multiplied by two. This is consistent with HUD’s methodology for shared housing (see 24 CFR section 982.617). On an exception basis and not to exceed actual rental costs, a reimbursement rate of up to 110% of the DHCS identified SAFMR fee schedule may be approved by Partnership, per DHCS policy. The amount of reimbursement is determined by the authorization process and supported by documentation within the housing sustainability plan submitted by the Provider.
6. On an exception basis and not to exceed actual rental costs, a reimbursement rate of up to 110% of the DHCS identified SAFMR fee schedule may be approved by Partnership, per DHCS policy. The amount of reimbursement is determined by the authorization process and supported by documentation within the housing sustainability plan submitted by the Provider.
7. On an exception basis and not to exceed actual rental costs, a reimbursement rate of up to 150% of the DHCS identified SAFMR fee schedule may be approved by Partnership, per DHCS policy. The amount of reimbursement is determined by the authorization process and supported by documentation within the housing sustainability plan submitted by the Provider.

B. Administrative Fee

The reimbursement rates in this Section B are based on the DHCS identified Administrative Fee schedule in effect on the date authorized services are rendered. Partnership will reimburse Provider for authorized administrative services, billed in accordance with Partnership guidelines, at the rates set forth in this Section B. Refer to the Provider Manual for additional billing criteria at www.Partnershiphp.org.

Per-Month Reimbursement ⁸	
Administrative Fee Type	Reimbursement Rate
Standard administrative fee, per month	90% of the DHCS identified Administrative Fee schedule for Provider’s geographic Region (county)
Administrative fee for the first month that a Member is placed in a permanent setting ⁹	90% of the DHCS identified Administrative Fee schedule for Provider’s geographic Region (county)

1. The reimbursement rate for the administrative fee for a per-month unit of service. The standard administrative fee can be paid on a per-diem basis when the cost of rent or temporary housing is reimbursed on a per-diem basis. The per-diem administrative fee is equal to the applicable monthly rate divided by twenty-eight (28). Total

administrative fees in a month will not exceed the per-month fee amount. DHCS will review this schedule at least annually and may revise the administrative fee amounts.

2. The administrative fee will apply to the first month a Member receives Transitional Rent in a permanent setting, regardless of whether they previously received Transitional Rent in an interim setting. This higher administrative fee may only be claimed once per Member.

EXHIBIT C – DATA SHARING AGREEMENT

RECITALS

WHEREAS, Partnership HealthPlan of California (Partnership) is a county organized health system (COHS) contracted with the State of California Department of Health Services to develop and maintain a health delivery system for assigned Medi-Cal Beneficiaries (Members) in several counties in Northern California.

WHEREAS, Solano County Department of Health & Social Services is an entity with the experience and expertise necessary to provide Transitional Rent Services to the identified Members.

FURTHERMORE, Solano County Department of Health & Social Services is a contracted provider in good standing with Partnership.

WHEREAS, both Parties desire to implement and participate in a two-way Data Sharing Agreement (“DSA”) to act as both a Data Provider and a Data Recipient in that each has agreed to provide and obtain patient data (Medi-Cal data file(s)) through a direct exchange with the focus on treatment purposes for identified Members.

WHEREAS, to ensure the integrity, security, and confidentiality of such data and to permit only appropriate disclosure and use as may be permitted by law, Partnership and Solano County Department of Health & Social Services (also referred to as “Party”, “Parties”) enter into this DSA to comply with the following specific sections. This DSA shall be binding on any successors to the Parties.

AGREEMENT FOR DISCLOSURE AND USE OF DATA AND DOCUMENTS

1. This DSA is by and between Partnership HealthPlan of California (Partnership) and Solano County Department of Health & Social Services and is effective January 1, 2026.
2. This DSA addresses the conditions under which the Parties will disclose and the User(s) of each Party will obtain and use Medi-Cal data file(s). This DSA supplements any agreements between the Parties with respect to the use of information from data and overrides any contrary instructions, directions, agreements, or other understandings with respect to the data specified in this DSA not contained in the Master Services Agreement to which this is an Exhibit, the Medi-Cal Contract, and the Applicable Requirements. The terms of this DSA may be changed only by a written modification to this DSA or by the Parties entering into a new agreement. The Parties agree further that instructions or interpretations issued to the User(s) of each Party concerning this DSA, and the data specified herein in Exhibits C-1 and C-2 to be shared, shall not be valid unless issued in writing by each Party’s point-of-contact specified in Section 4 or the signatories to this DSA.
3. The parties mutually agree that the following named individuals are designated as “Custodians of the Files” on behalf of the user(s) and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this DSA to prevent unauthorized use or disclosure.

The Parties agree to notify the other Party within fifteen (15) days of any change to the custodianship information.

Partnership HealthPlan of California
Name of Custodian of Files Title/Component Tina Buop, CIO
Company Address 4665 Business Center Dr.
City/State/Zip Fairfield, CA 94534
Phone Number/Email Address 707-366-3825 / tbuop@partnershiphp.org

Solano County Department of Health & Social Services
Name of Custodian of Files Title/Component Emery Cowan
Company Address 275 Beck Avenue
City/State/Zip Fairfield, CA 94533
Phone Number/Email Address 707-784-8400/ECowan@SolanoCounty.gov

- The Parties mutually agree that the following named individual(s) will be designated as “point-of-contact” for the Agreement on behalf of each Party.

Partnership HealthPlan of California
Name of Designated Individual and Title

Sonja Bjork, CEO
Direct Phone Line 707-419-7931
Direct Email Address Direct Email Address sbjork@partnershiphp.org

Solano County Department of Health & Social Services
Name of Designated Individual and Title Emery Cowan, Health and Social Services Director
Direct Phone Line 707-784-8400
Direct Email Address Ecowan@solanocounty.gov

5. The Parties mutually agree that the following specified Exhibits are part of this DSA:

Exhibit C-1 – (Inbound Data)

Exhibit C-2 – (Outbound Data)

This DSA will terminate on the expiration date of the DSA, or on the date Partnership terminates the Transitional Rent Services Agreement, or when the Parties agree the data sharing is no longer needed as part of continuing healthcare operations, as set forth in this Exhibit C.

6. The data specified in this DSA constitutes Protected Health Information (PHI), including protected health information in electronic media (ePHI), under federal law, and personal information (PI) under state law. The parties mutually agree that the creation, receipt, maintenance, transmittal, and disclosure of data from Partnership containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations, as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”) enacted as part of the American Recovery and Reinvestment Act of 2009, (collectively, “the HIPAA Rules”), California Confidentiality of Medical Information Act, California Health and Safety Code 1280.15, California Civil Code § 56 et seq., and California Civil Code 1798 et seq., 42 CFR Part 2, and the provisions of other applicable federal and state law. The User(s) specifically agree they will not use the Exhibit C data for any purpose other than that authorized in this DSA. The User(s) also specifically agree they will not use any Partnership data, by itself or in combination with any other data from any source, whether publicly available or not, to individually identify

any person to anyone other than Partnership as provided in this DSA.

7. The following definitions shall apply to this DSA. The terms used in this DSA, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations or other applicable law. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
 - a. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, the Final Omnibus Rule, and the California Information Practices Act.
 - b. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer, or health care clearinghouse, and relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
 - c. Personal Information (PI) shall have the meaning given to such term in Civil Code section 1798.29.
 - d. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
 - e. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas, or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
 - f. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the User's organization and intended for internal use; or interference with system operations in an information system.
 - g. Unsecured PHI shall have the meaning given to such term under the HITECH Act, any guidance issued pursuant to such Act including, but not limited to, 42 USC section 17932(h), the HIPAA regulations and the Final Omnibus Rule.
8. The Parties represent and warrant that, except as authorized in writing and agreed upon by both Parties, the User(s) shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this DSA to any person, company, or organization. The Parties agree that, within each Party's

organizations, access to the data covered by this DSA shall be limited to the minimum number of individuals (User(s)) necessary to achieve the purpose stated in this DSA or Exhibit C-1 and Exhibit C-2 and to those individuals on a need-to-know basis only. The user(s) shall not use or further disclose the information other than is permitted by this DSA or as otherwise required by law. The user(s) shall not use the information to identify or contact any individuals.

9. The Parties agree to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in HIPAA and the HITECH, and the Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. The Parties also agree to provide a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies. In addition, the Parties agree to comply with the specific security controls enumerated in Exhibit D. The Parties also agree to ensure that any agents, including a subcontractor, to whom they provide Partnership data, agree to the same requirements for privacy and security safeguards for confidential data that apply to the Parties with respect to such information.
10. The Parties acknowledge that in addition to the requirements of this DSA they must also abide by the privacy and disclosure laws and regulations under 45 CFR Parts 160 and 164 of the HIPAA regulations, section 14100.2 of the California Welfare & Institutions Code, Civil Code section 1798.3 et seq., and the Alcohol and Drug Abuse patient records confidentiality law 42 CFR Part 2, as well as any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order. The Parties also agree to ensure that any agents, including a subcontractor, to whom they provide the Partnership data, agree to the same restrictions and conditions that apply to each Party with respect to such information.
11. The Parties agree to report to the other any use or disclosure of the information not provided for by this DSA of which it becomes aware, immediately upon discovery, and to take further action regarding the use or disclosure as specified in Exhibit D, Business Associate Agreement.
12. The Parties agree to train and use reasonable measures to ensure compliance with the requirements of this DSA by employees who assist in the performance of functions or activities under this DSA and use or disclose data, and to discipline such employees who intentionally violate any provisions of this DSA, including by termination of employment. In complying with the provisions of this section, the Parties shall observe the following requirements:
 - a. The Parties shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities under this DSA and use or disclose data; and

- b. The Parties shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
13. From time to time, Partnership may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books, and records of Solano County Department of Health & Social Services to monitor compliance with this DSA. Solano County Department of Health & Social Services shall promptly remedy any violation of any provision of this DSA and shall certify the same to the Partnership Privacy Officer in writing. The fact that Partnership inspects, or fails to inspect, or has the right to inspect, Solano County Department of Health & Social Services facilities, systems and procedures does not relieve Solano County Department of Health & Social Services of their responsibility to comply with this DSA.
14. From time to time, Solano County Department of Health & Social Services may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books and records of Partnership to monitor compliance with this DSA. Partnership shall promptly remedy any violation of any provision of this DSA and shall certify the same to the Solano County Department of Health & Social Services Privacy Officer in writing. The fact that Solano County Department of Health & Social Services inspects, or fails to inspect, or has the right to inspect Partnership facilities, systems and procedures does not relieve Partnership of their responsibility to comply with this DSA.
15. The Parties acknowledge that penalties under 45 CFR, parts 160, 162, and 164 of the HIPAA regulations, and section 14100.2 of the California Welfare & Institutions Code, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this DSA. The User(s) further acknowledge that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that the User(s), or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.
16. By signing this DSA, the Parties agree to abide by all provisions set out in this DSA and in Exhibit D and for protection of the data file(s) specified in this DSA, and acknowledge having received notice of potential criminal, administrative, or civil penalties for violation of the terms of the DSA. Further, the Parties agree that any material violations of the terms of this DSA or any of the laws and regulations governing the use of data may result in denial of access to data to the Party in breach of the DSA.
17. This DSA shall remain in effect both during the term of the project, and during continuing operations of the project defined in Exhibit D. If there comes a time when there is no longer a requirement for the data sharing to continue, then this DSA will terminate, and at that time all data provided by Partnership must be destroyed, in accordance with 45 CFR Parts 160 and 164 of the HIPAA regulations and a certificate of destruction sent to the Partnership representative named in Section 4, unless data has been destroyed prior to the termination date and a certificate of destruction sent to Partnership. All representations, warranties, and certifications shall survive termination.
18. Termination for Cause. Upon a Party's knowledge of a material breach or violation of this DSA by the other Party, said Party may provide an opportunity for the breaching Party to cure the breach or end the violation

and may terminate this DSA if the breaching Party does not cure the breach or end the violation within the time specified by said Party, said Party may terminate this DSA immediately if the breaching Party breaches a material term and said Party determines, in its sole discretion, that a cure is not possible or available under the circumstances. Upon termination of this DSA, the breaching Party must destroy all PHI and PI in accordance with 45 CFR Parts 160 and 164 of the HIPAA regulations. The provisions of this DSA governing the privacy and security of the PHI and PCI shall remain in effect until all PHI and PI is destroyed or returned to said Party.

19. This DSA may be signed in counterpart and all parts taken together shall constitute one agreement.

On behalf of Partnership and Solano County Department of Health & Social Services the undersigned individual, hereby attests that he or she is authorized to enter into this DSA and agrees to all the terms specified herein.

**PARTNERSHIP HEALTHPLAN
OF CALIFORNIA**

COUNTY OF SOLANO

By: Sonja Bjork 

By: _____

Name: Sonja Bjork

Name: Ian M. Goldberg

Title: CEO

Title: County Administrator

Date: 05/15/2026 11:55 AM EDT

Date: _____

EXHIBIT C-1 – REQUEST FOR CLINICAL DATA (INBOUND)

Partnership HealthPlan of California (Partnership) Request for Clinical Data (Inbound) Project Background and Scope

Background

Partnership HealthPlan of California coordinates the health care of its members. To do this, Partnership maintains information about its members, such as the lab results, the medications they are taking, and the treatment they are receiving. Partnership’s competencies in core health care operations include claims adjudication, utilization management, care coordination, quality improvement, cost avoidance and many more. Partnership is engaged in coordinating and managing health care and related services of its members by consulting between health care providers and in referring its members to other health services. Partnership conducts quality assessment and improvement activities to improve member health, and to reduce overall health care costs. Partnership is also involved in other health care operations activities listed under 45 CFR 164.506.

Purpose

The purpose of Partnership’s request for clinical data is to receive and store all clinical data in a central data repository so it can be used to improve quality of care, reduce cost of care, and improve efficiency and coordination of care with the help of most current summary of care records and enhanced quality of reporting and analytics.

Scope

The scope of Partnership’s request for Clinical Data includes the following list of data types as applicable to services rendered by Solano County Department of Health & Social Services to Partnership members. Solano County Department of Health & Social Services will send the data to Partnership in the formats and methods mutually agreed upon.

Req#	Type of Data
1	<ul style="list-style-type: none">● Provider Information<ul style="list-style-type: none">○ Name○ Address○ Phone Number○ Fax Number○ NPI● Member Information<ul style="list-style-type: none">○ CIN (State Identification Number)○ Member ID (Partnership Identification Number)○ Member First Name○ Member Last Name○ Member DOB○ Member Sex○ Member Address○ Member Phone Number○ Member Authorized Representative (if any – Name and Address)● Member Diagnosis Information<ul style="list-style-type: none">○ Member Diagnosis Description○ Medical Justification

	<ul style="list-style-type: none"> ○ Current ICD-CM Code
2	<ul style="list-style-type: none"> ● Service Request Information <ul style="list-style-type: none"> ○ Specific Services Requested ○ Units of Service ○ NDC/UPC or Procedure Code ○ Quantity ○ Charges

EXHIBIT C-2 – REQUEST FOR PATIENT DATA (OUTBOUND)

Background and Purpose

The Patient Level Utilization Data in Medi-Cal requested from Partnership provides value to capitated PCPs in the following ways:

- Supports PCP participation in Complex Care Management programs and allows for better program planning related to infrastructure and staffing.
- Permits PCPs to target particular target populations for intervention.
- Allows PCPs to have a more complete medical record for patients which will lead to better diagnosis/coding for complexity and ultimately better care/treatment
- Enables more sophisticated program evaluation
- Promotes system level coordinated care across the health system
- All inpatient data will come from claims, no authorizations will be included since the implementation of EDIE will be coming shortly.

REQ #	Type of Data	Examples	Comments
1	Member Information	<p>Will contain the following elements:</p> <ul style="list-style-type: none"> • Member Information <ul style="list-style-type: none"> ○ CIN (State Identification Number) ○ Member ID # (Partnership Identification Number) ○ Member First Name ○ Member Last Name ○ Date of Birth ○ Sex ○ Member Address ○ Member Phone Number 	

EXHIBIT D – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”), effective as of January 1, 2026 (“Effective Date”) is entered into by and between PARTNERSHIP HEALTHPLAN OF CALIFORNIA (the “Plan” or “Covered Entity”) and Solano County Department of Health & Social Services (“Business Associate”). PARTNERSHIP HEALTHPLAN OF CALIFORNIA and Solano County Department of Health & Social Services may be referred to individually as a “Party” or collectively as “Parties.”

WHEREAS, the Parties have entered into a Provider Contract Services Agreement effective January 1, 2026 (“Agreement”) which may require Business Associate’s use or disclosure of protected health information (“PHI”) in performance of the services described in the Agreement on behalf of the Plan.

WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health (“HITECH”) Act and any regulations promulgated thereunder (collectively the “HIPAA Rules”), and other applicable State and federal laws, including but not limited to, the California Confidentiality of Medical Information Act (“CMIA”), California Health and Safety Code §1280.15, the Information Practices Act located at California Civil Code § 1798.82 et seq., Confidentiality of Alcohol and Drug Abuse Patient Records located at 42 CFR Part 2, California Welfare and Institutions Code § 5328, and California Health and Safety Code § 11845.5 as amended from time to time (collectively referred to as the “Privacy Rules”).

WHEREAS, this BAA, in conjunction with the HIPAA Rules, sets forth the terms and conditions pursuant to which PHI (in any format) that is created, received, maintained, or transmitted by, the Business Associate from or on behalf of the Plan, will be handled between the Business Associate, the Plan and with third parties during the term of the Agreement(s) and after its termination.

WHEREAS, Covered Entity has a Medi-Cal contract (“Medi-Cal Contract”) with the California Department of Health Care Services (“DHCS”), pursuant to which Covered Entity provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI in order to fulfill Covered Entity’s obligations under the Medi-Cal Contract. As a subcontractor of Covered Entity, Business Associate will be assisting in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI in order to help fulfill Covered Entity’s obligations under the Medi-Cal Contract and its own obligations under the Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1 The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: Availability, Breach, Confidentiality, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Integrity, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2. SPECIFIC DEFINITIONS

- 2.1 “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this BAA, shall mean Solano County Department of Health & Social Services.

- 2.2 “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this BAA, shall mean PARTNERSHIP HEALTHPLAN OF CALIFORNIA.
- 2.3 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 and HITECH.
- 2.4 “Services” shall mean, to the extent and only to the extent, they involve the creation, use or disclosure of PHI, the services provided by Business Associate to the Plan under the Agreement, including those set forth in this BAA, as amended by written consent of the parties from time to time.

3. RESPONSIBILITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

- 3.1 Not use or disclose PHI or other confidential information other than as permitted or required by the BAA or as required by law;
- 3.2 Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the BAA;
- 3.3 Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits on behalf of the Plan. Business Associate shall comply with the applicable standards at Subpart C of 45 CFR Part 164. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels;
- 3.4 Identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C;
- 3.5 Shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework;
- 3.6 Apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used;
- 3.7 Employ FIPS 140-2 compliant encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information;
- 3.8 Immediately report to the Plan any use or disclosure of PHI not provided for by the BAA of which it becomes aware, including, but not limited to, Breaches or suspected Breaches of unsecured PHI under 45 CFR 164.410, and any Security Incident or suspected Security Incidents of PHI or confidential information which it becomes aware. Business Associate shall report the improper or unauthorized use

or disclosure of PHI or potential loss of confidential information within 24 hours to the Plan. Business Associate shall immediately investigate any suspected Security Incident or Breach. Business Associate shall provide Covered Entity with all requested information so Covered Entity may comply with its reporting obligations to DHCS per the Medi-Cal Contract and all required Breach notifications. Business Associate shall mitigate, to the extent practicable, any harmful effects that is known to Business Associate of such Breach or Security Incident of PHI or other confidential information in violation of this BAA. Business Associate shall indemnify Covered Entity against any losses, damages, expenses or other liabilities including reasonable attorney's fees incurred as a result of Business Associate's or its agent's or Subcontractor's unauthorized use or disclosure of PHI including, but not limited to, the costs of notifying individuals affected by a Breach;

- 3.9 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors, agents, vendors, or others that create, receive, maintain, or transmit PHI and/or confidential information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- 3.10 Make available PHI in a designated record set to the Plan as necessary to satisfy the Plan's obligations under 45 CFR 164.524;
- 3.11 Make any amendment(s) to PHI in a designated record set as directed or agreed to by the Plan pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the Plan's obligations under 45 CFR 164.526;
- 3.12 Forward any requests from a Plan member for access to records maintained in accordance with the BAA as soon as they are received. The Plan will maintain responsibility for making determinations regarding access to records;
- 3.13 Direct any requests for an amendment from an individual as soon as they are received to the Plan. The Business Associate will incorporate any amendments from the Plan immediately upon direction from the covered entity;
- 3.14 Maintain and make available the information required to provide an accounting of disclosures to the Plan as necessary to satisfy the Plan's obligations under 45 CFR 164.528;
- 3.15 Forward any requests from a Plan member for an accounting of disclosures maintained in accordance with the BAA as soon as they are received. The Plan will maintain responsibility for making determinations regarding the provision of an accounting of disclosures;
- 3.16 To the extent the Business Associate is to carry out one or more of the Plan's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s);
- 3.17 Make its internal practices, books, and records available to Covered Entity, the Secretary, and DHCS upon reasonable request for purposes of determining compliance with the HIPAA Rules. Make its facilities and systems available to DHCS to monitor compliance with the Medi-Cal Contract;

- 3.18 Ensure that all members of its Workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The confidentiality statement must be renewed annually;
- 3.19 Agree to comply with DHCS's monitoring provisions contained in the Medi-Cal Contract;
- 3.20 Agree to comply with the more protective of the privacy and security standards defined herein as Privacy Rules. Therefore, to the extent other applicable state laws or federal laws provide a greater degree of protection and security than HIPAA or are more favorable to the individuals whose information is concerned, Business Associate shall comply with the more protective applicable privacy and security standards. Business Associate shall treat any violation of the more protective standards as a Breach or Security Incident pursuant to Section 3.8 herein;
- 3.21 If applicable, in the event Business Associate received data from Covered Entity that was verified by or provided by Social Security Administration ("SSA") and is subject to an agreement between DHCS and SSA, upon request, Business Associate shall provide Covered Entity with a list of all employees and agents who have access to such data, including employees and agents of its agents, so that Covered Entity can submit this list to DHCS. Business Associate shall notify Covered Entity immediately upon the discovery of a suspected breach or security incident that involves SSA data;
- 3.22 Shall promptly report to Covered Entity if Business Associate is the subject of any audit, compliance review, investigation, or any proceeding that is related to the performance of its obligations pursuant to the Agreement, so Covered Entity can report this information to DHCS per the Medi-Cal Contract;
- 3.23 Shall promptly report to Covered Entity if Business Associate is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall report this to Covered Entity unless it is legally prohibited from doing so. Covered Entity is then required to report this information to DHCS per the Medi-Cal Contract; and
- 3.24 Shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement, available to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings commenced against DHCS or Covered Entity, or their directors, officers or employees.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- 4.1 Business Associate may only use or disclose PHI, inclusive of de-identified data derived from such PHI, as necessary to perform the functions, activities, Services set forth in the Agreement, provided that such use and disclosure would not violate HIPAA or other applicable laws if done by Covered Entity.
- 4.2 Business Associate must obtain approval from the Plan before providing any de-identified information in accordance with 45 CFR 164.514(a)-(c). Business Associate, if approved, will obtain instructions for the manner in which the de-identified information will be provided.
- 4.3 Business Associate may use or disclose PHI as required by law.

- 4.4 Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Plan's minimum necessary policies and procedures.
- 4.5 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Plan except for the specific uses and disclosures set forth below.
- 4.6 Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 4.7 Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

5. PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS

- 5.1 The Plan shall notify Business Associate of any limitations in the notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 5.2 The Plan shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 5.3 The Plan shall notify Business Associate of any restriction on the use or disclosure of PHI that the Plan has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

6. PERMISSIBLE REQUESTS BY COVERED ENTITY

- 6.1 The Plan shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.

7. TERM AND TERMINATION

- 7.1 Term. The Term of this BAA shall be effective as of January 1, 2026 and shall terminate on the expiration date of the Agreement or on the date the Plan terminates for cause as authorized in Paragraph 7.2 below, whichever is sooner.
- 7.2 Termination for Cause. Business Associate authorizes termination of this BAA by the Plan, if the Plan determines, in its sole discretion, that Business Associate has violated a material term of this BAA and either:

- 7.2.1 The Plan provides Business Associate an opportunity to cure the Breach or end the violation within a time specified and Business Associate does not cure the Breach or end the violation within the time specified by the Plan; or
- 7.2.2 The Plan immediately terminates this BAA upon notice if the Plan determines, in its sole discretion, that a cure is not possible.
- 7.3 Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from the Plan, or created, maintained, or received by Business Associate on behalf of the Plan, shall:
 - 7.3.1 Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 7.3.2 Return to covered entity or, if agreed to by covered entity, destroy the remaining PHI that the Business Associate still maintains in any form. If return or destruction is not feasible, Business Associate shall notify Covered Entity. Covered Entity is then required to notify DHCS and DHCS may require additional terms and conditions under which Business Associate may retain the PHI and Business Associate shall agree to such terms;
 - 7.3.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 - 7.3.4 Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at section 4 of this BAA which applied prior to termination; and
 - 7.3.5 Return to covered entity or, if agreed to by covered entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- 7.4 Survival. The obligations of Business Associate under this Section shall survive the termination of this BAA.

8. MISCELLANEOUS

- 8.1 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of Parties, any rights, remedies, obligations or liabilities whatsoever.
- 8.2 Regulatory References. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.
- 8.3 Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Any provision of this BAA which is in conflict with current or future applicable Federal or State laws is

hereby amended to conform to the provisions of those laws. Such amendment of this BAA shall be effective on the effective date of the laws necessitating it, and shall be binding on the Parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the Parties.

8.4 Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.

8.5 Counterparts; Facsimile Signatures. This BAA may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. This BAA may be executed and delivered by facsimile or in PDF format via email, and any such signatures will have the same legal effect as manual signatures. If a Party delivers its executed copy of this BAA by facsimile signature or email, such party will promptly execute and deliver to the other party a manually signed original if requested by the other party.

Acknowledged and agreed:

PARTNERSHIP HEALTHPLAN
OF CALIFORNIA

By: Sonja Bjork  _____

Name: Sonja Bjork _____

Title: CEO _____

Date: 05/15/2026 11:55 AM EDT _____

EXHIBIT E – DHCS REGULATORY REQUIREMENTS

This Exhibit sets forth the applicable requirements that are mandated by the DHCS Medi-Cal Contract with PARTNERSHIP (“DHCS Contract”), State and Federal laws and regulations, and applicable All Plan Letters. Any citations in this Exhibit are to the applicable sections of the DHCS Contract, or applicable law. This Exhibit will automatically be modified to conform to subsequent changes in law or government program requirements. In the event of a conflict between this Exhibit and any other provision of the Agreement, this Exhibit will control with respect to Medi-Cal. Any capitalized term utilized in this Exhibit will have the same meaning ascribed to it in the Agreement unless otherwise set forth in this Exhibit. If a capitalized term used in this Exhibit is not defined in the Agreement or this Exhibit, it will have the same meaning ascribed to it in the DHCS Contract.

1. The parties acknowledge and agree that this Agreement specifies Partnership’s obligations and functions undertaken by Provider. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.5.B.1.)

2. The parties acknowledge and agree that the term of the Agreement, including the beginning and end dates as well as methods of extension, renegotiation, phaseout, and termination, are included in this Agreement. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.5.B.2.)

3. The parties acknowledge and agree that this Agreement contains full disclosure of the method and amount of compensation or other consideration to be received by Provider from Partnership. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.5.B.3.)

4. The parties acknowledge that this Agreement and any amendments thereof shall become effective only upon approval by DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.2.B and Section 3.1.5.B.4.)

5. Provider agrees that assignment or delegation of this Agreement and any related subcontract will be void unless prior written approval is obtained from DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.5.B.5)–6.)

6. This Agreement will be governed by and construed in accordance with all applicable laws and regulations governing the DHCS Contract, including, but not limited to, 42 CFR section 438.230, the Knox-Keene Health Care Services Plan Act of 1975 as codified in Health and Safety Code Section 1340 *et seq.* (unless expressly excluded under the DHCS Contract); 28 CCR Section 1300.43 *et seq.*; W&I Code Sections 14000 *et seq.*; 22 CCR Sections 53800 *et seq.*; and 22 CCR Sections 53900 *et seq.* (DHCS Contract, Exhibit A, Attachment III, Section 3.1.5.B.7.)

7. Provider shall comply with all applicable requirements of the DHCS Medi-Cal Managed Care Program pertaining to the obligations and functions undertaken by Provider, including, but not limited to, all applicable Medicaid and Medi-Cal laws, regulations, sub-regulatory guidance, All Plan Letters, and the provisions of the DHCS Contract. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.5.B.8.)

8. If applicable, Provider shall submit to Partnership, either directly or through an Partnership subcontractor, as applicable, complete, accurate, reasonable, and timely reports and data as needed by Partnership, in order for Partnership to meet its reporting requirements to DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.5.B.10); DHCS APL 23-006.)

9. Provider will comply with all monitoring provisions in the DHCS Contract and any monitoring requests by DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.5.B.11.)

10. Provider shall maintain and make available to DHCS, upon request, copies of all contracts it enters related to the performance of the obligations and functions it undertakes pursuant to the Agreement, and to ensure that such contracts are in writing. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.5.B.12.)

11. Provider shall make all of its premises, facilities, equipment, books, records, contracts, computer, and other electronic systems pertaining to the obligations and functions undertaken pursuant to the Agreement, available for the purpose of an audit, inspection, evaluation, examination, or copying pursuant to the Access Requirements and State's Right to Monitor, as set forth in DHCS Contract, Exhibit E, Section 1.1.22 (*Inspection and Audit of Records and Facilities*), as follows: (a) In accordance with inspections and audits, as directed by DHCS, CMS, U.S. Department of Health and Human Services (DHHS) Inspector General, the Comptroller General, Department of Justice (DOJ), Department of Managed Health Care (DMHC), or their designees; and (b) At all reasonable times at Provider's place of business or at such other mutually agreeable location in California. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.5.B.13.)

12. Provider shall maintain all of its books and records, including Encounter Data, as applicable, in accordance with good business practices and generally accepted accounting principles for a term of at least ten (10) years from the final date of the DHCS Contract period or from the date of completion of any audit, whichever is later. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.5.B.14.)

13. Provider shall timely gather, preserve and provide to DHCS, CMS, Attorney General's Division of Medi-Cal Fraud and Elder Abuse (DMFEA), and any authorized State or federal regulatory agencies, any records in Provider's possession, in accordance with the DHCS Contract, Exhibit E, Section 1.1.27 (*Litigation Support*). (DHCS Contract, Exhibit A, Attachment III, Section 3.1.5.B.15.)

14. To the extent applicable, Provider and its subcontractors must assist Partnership in the transfer of the Member's care as needed, and in accordance with the DHCS Contract, Exhibit E, Section 1.17 (*Phaseout Requirements*), in the event of termination of this Agreement, or the Medi-Cal Contract termination for any reason. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.5.B.16.)

15. Provider shall notify DHCS in the event this Agreement is amended or terminated for any reason. Notice is considered given when properly sent via the United States Postal Service as first-class registered mail to the address listed below, or when sent via email to DHCS at the email address designated by DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.5.B.17.)

Department of Health Care Services
Managed Care Operations Division
MS 4407
P.O. Box 997413
Sacramento, CA 95899-7413
Attention: DHCS Contract Manager

16. Provider must hold harmless both the State and Members in the event Partnership, or another Partnership subcontractor if applicable, cannot or will not pay for obligations and functions undertaken pursuant to this Agreement. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.5.B.18.)

17. Provider and its subcontractors must participate and cooperate in Partnership's Quality Improvement System as applicable. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.5.B.19.)

18. If Provider and its subcontractors takes on Quality Improvement activities, the Agreement and/or the relevant subcontracts must include those provisions stipulated in DHCS Contract, Exhibit A, Attachment III, Subsection 2.2.5 (*Subcontractor and Downstream Subcontractor QI Activities*). (DHCS Contract, Exhibit A, Attachment III, Section 3.1.5.B.20.)

19. To the extent Provider undertakes coordination of care obligations and functions for Members, Partnership shall share with Provider any utilization data that DHCS has provided to Partnership and Provider agrees to receive the utilization data and use it solely for the purpose of Member care coordination. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.5.B.21.)

20. Partnership must inform Provider of prospective requirements added by State or federal law or DHCS related to the DHCS Contract that impact obligations and functions undertaken through the Agreement before the requirement would be effective, and Provider must comply with the new requirements within 30 calendar days of the effective date, unless otherwise instructed by DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.5.B.22.)

21. Provider must inform its subcontractors taking on delegated Partnership functions of prospective requirements added by State or federal law or DHCS related to the DHCS Contract that impact obligations and functions undertaken through the subcontract before the requirement would be effective, and the subcontractors must comply with the new requirements within 30 calendar days of the effective date, unless otherwise instructed by DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.5.B.23.)

22. To the extent applicable, Provider must ensure that cultural competency/humility, sensitivity, Health Equity, and diversity training is provided for Provider's staff at key points of contact with Members. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.5.B.24.)

23. To the extent that Provider communicates with Members, Provider must provide interpreter services for Members and comply with language assistance standards developed pursuant to Health and Safety Code section 1367.04. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.5.B.25.)

24. Provider will notify Partnership within ten (10) working days of any suspected fraud, waste, or abuse. Provider agrees that Partnership may share such information with DHCS in accordance with DHCS Contract, Exhibit A, Attachment III, Section 1.3.2.D (*Contractor's Reporting Obligations*) and Section 1.3.2.D.6 (*Confidentiality*). (DHCS Contract, Exhibit A, Attachment III, Section 3.1.5.B.26.)

25. Provider shall (i) report to Partnership, or to an Partnership subcontractor as applicable, when Provider has received an overpayment, (ii) return the overpayment to Partnership within sixty (60) calendar days after the date on which the overpayment was identified, and (iii) notify Partnership in writing of the reason for the overpayment. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.5.B.27.)

26. Provider must perform the obligations and functions undertaken pursuant to this Agreement, including, but not limited to, reporting responsibilities, in compliance with Partnership's obligations under the DHCS Contract in accordance with 42 CFR section 438.230(c)(1)(ii). (DHCS Contract, Exhibit A, Attachment III, Section 3.1.5.B.28.)

27. Provider agrees and acknowledges that DHCS is a direct beneficiary of the Agreement with respect to all obligations and functions undertaken pursuant to this Agreement and that DHCS may directly enforce any and all provisions of the Agreement. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.5.B.29.)

28. Provider must execute the California Health and Human Services Data Exchange Framework data sharing agreement, if applicable, pursuant to Health and Safety Code section 130290. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.5.B.30.)

29. Provider agrees to provide Partnership with written disclosures on ownership and control as required under 42 CFR 455.104 and 22 CCR 51000.35, prior to commencing services under this Agreement. This Agreement and all information received from Provider in accordance with the subcontract requirements under the DHCS Contract shall become public record on file with DHCS, except as specifically exempted in statute. The names of the officers and owners of Provider, stockholders owning more than 5 percent of the stock issued by Provider, and major creditors holding more than 5 percent of the debt of Provider will be attached to the Agreement at the time the Agreement is presented to DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.11; DHCS APL 23-006.)

30. Provider, and Provider's employees, officers, and directors, shall comply with the conflict of interest requirements set forth in Exhibit H of the DHCS Contract. (DHCS Contract, Exhibit H, Section A.)

31. Provider agrees that in the event Provider delegates its duties under this Agreement to a third party, the third party will be a Downstream Subcontractor. Provider must enter into a written agreement with the Downstream Subcontractor and ensure the written agreement contains the provisions set forth in this Exhibit and all other requirements under the Agreement and the DHCS Contract that are applicable to the specific obligations and functions that Provider delegates to the Downstream Subcontractor. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.5.B.)

32. Provider agrees to all remedies specified by the Agreement and the DHCS Contract, including, but not limited to, revocation of delegated functions, imposition of corrective actions, and imposition of financial sanctions, in instances where DHCS or Partnership determine Provider has not performed satisfactorily. Provider acknowledges that Partnership must, upon discovery of Provider's noncompliance with the terms of the Agreement or any Medi-Cal requirements, report any significant instances (i.e., in terms of gravity, scope and/or frequency) of noncompliance, imposition of corrective actions, or financial sanctions pertaining to the obligations under the DHCS Contract to DHCS within three Working Days of the discovery or imposition. (DHCS APL 23-006.)

EXHIBIT F – MEDI-CAL DISCLOSURE FORM

The undersigned hereby certifies that the following information regarding Entity is true and correct as of the date set forth below:

I. Form of Business: (Please state whether a Corporation, LLC, Partnership, Sole Proprietorship, etc.)

II. If a Sole Proprietorship, LLC, Partnership, (or any form of business other than a Corporation):

List name(s) of the Owner(s), Member(s), or Partner(s), etc. of Entity. (If more than one person listed, indicate who owns more than five percent 5%):

III. If a Corporation:

- a. List all shareholders owning more than five percent (5%) of stock:
- b. List all members of the Board of Directors (BOD):

IV. If a Corporation or LLC:

Name the following designated corporate or LLC Officers:

Company Officers	
President:	
Secretary:	
Treasurer:	
Other: (Indicate Officer Title)	

V. List major creditors holding more than five percent (5%) of Entity debt:

VI. Is Entity, or a co-owner, partner, stockholder, or director of officer of Entity, either directly or indirectly related to, or affiliated with Medi-Cal Health Plan? If so, explain:

COUNTY OF SOLANO

By: _____

Name: Ian M. Goldberg

Title: County Administrator

Date: _____



Solano County

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

Agenda Submittal

Agenda #:	20	Status:	Consent Calendar
Type:	Contract	Department:	Health and Social Services
File #:	26-483	Contact:	Emery Cowan, 784-8400
Agenda date:	06/23/2026	Final Action:	
Title:	Approve a second contract amendment for \$125,280 with Crestwood Behavioral Health, Inc. for the current period through June 30, 2026, for a total contract amount of \$11,712,240 to provide acute psychiatric inpatient services; Approve a second contract amendment for \$330,499 with Psynergy Programs, Inc., for the current period through June 30, 2026, for a total contract amount of \$3,225,246 to provide subacute residential mental health treatment; and Delegate authority to the County Administrator to execute these contract amendments and any subsequent amendments, with County Counsel concurrence, up to an aggregate of \$74,999 per contract		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Crestwood Second Amendment, B - Psynergy Programs, Inc. Second Amendment, C - Original Agreements and Prior Amendments		

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

Published Notice Required? Yes ___ No X

Public Hearing Required? Yes ___ No X

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services (H&SS) recommends that the Board of Supervisors:

1. Approve a second contract amendment for \$125,280 with Crestwood Behavioral Health, Inc. for the current period through June 30, 2026, for a total contract amount of \$11,712,240 to provide acute psychiatric inpatient services;
2. Approve a second contract amendment for \$330,499 with Psynergy Programs, Inc., for the current period through June 30, 2026, for a total contract amount of \$3,225,246 to provide subacute residential mental health treatment; and
3. Delegate authority to the County Administrator to execute these contract amendments and any subsequent amendments, with County Counsel concurrence, up to an aggregate of \$74,999 per contract.

SUMMARY:

Solano County Behavioral Health continues to experience increased demand for treatment resources for clients with serious and complex behavioral health needs. At the same time, appropriate placement options remain limited throughout California. Solano County Behavioral Health engages with community agencies to

ensure access to medically necessary care for high-acuity clients who require structured treatment and support. The goal of these services is to reduce symptoms related to chronic grave disability, improve client stability and independence, and support successful transitions to less restrictive, community-based living. Over time, these outcomes help reduce the need for hospitalization, incarceration, and placement in more restrictive levels of care within the Behavioral Health system.

Crestwood Behavioral Health, Inc. provides intensive inpatient mental health services at its psychiatric health facility in Vallejo. Psynergy Programs, Inc. is an augmented board and care (ABC) facility, which is a “step down” from a long-term locked facility, that provides clients with severe and persistent mental illness access to 24-hour care, supervision, meals, mental health and other wellness services, and medication management. The Psynergy program’s primary goal is to assist clients in acquiring the skills needed to transition to a less restrictive independent living environment.

Amendments to both of these contracts ensures that critical behavioral health services are available through the remainder of FY2025/26.

FINANCIAL IMPACT:

Both contract amendments are funded with 1991 and 2011 Realignment, Medi-Cal revenue, and County General Fund. Appropriations are available in the FY2025/26 Working Budget. There is no additional impact on the County General Fund.

DISCUSSION:

Solano County Behavioral Health uses locked psychiatric hospitals for clients placed on a 5150 due to danger to self, danger to others, or grave disability. Clients who are chronically gravely disabled may be placed under mental health conservatorship and transferred to locked skilled nursing facilities or Institutions for Mental Disease (including mental health rehabilitation centers). These settings provide treatment aimed at reducing grave disability, improving functioning, and increasing independence. When clinically appropriate, clients may transition to augmented board and care (ABC) facilities or regular board and care homes. Limited psychiatric beds and placement options create system-wide impacts, affecting services such as the Crisis Stabilization Unit and local emergency departments. Contracted providers play a critical role in maintaining timely and appropriate care at all levels.

On June 25, 2024, the Board approved a two-year contract with Crestwood Behavioral Health, Inc. for \$11,586,960 to continue operating their Psychiatric Health Facility (PHF) services in Vallejo for adults 18 years of age and older. The PHF has 16 beds, of which 14 are designated as guaranteed beds for Solano County Behavioral Health clients. Care includes, but is not limited to, the following essential services: psychiatry, clinical psychology, psychiatric nursing, social work, rehabilitation, drug administration, and appropriate food services for those persons whose physical and mental health needs cannot be met in an affiliated hospital or outpatient setting.

Contract fund utilization is on pace to exceed the current contract amount before contract expiration on June 30, 2026. The placement rate for indigent clients has been higher than anticipated. Although these individuals have health coverage that typically offsets the cost of treatment and medications, the overall volume of placements has exceeded projections. In addition, the first amendment, executed on March 4, 2025, increased the FY2025/26 service rates without increasing the total contract maximum amount. As a result, additional funding is now required for PHF services. The second amendment of \$125,280 is needed to continue the care of current clients placed at the contractor’s PHF through the end of FY2025/26.

On June 24, 2025, the Board approved a one-year contract with Psynergy Programs, Inc., for \$2,894,747. ABC facilities like Psynergy Programs, Inc. are unlocked facilities with delayed egress that serve clients who have been psychiatrically evaluated to be severely mentally ill with limited capacity to meet their basic needs without around-the-clock residential treatment. Many clients requiring an ABC placement are chronically gravely disabled and are placed under a mental health conservatorship by an order of the court. There has been a temporary increase in the need for ABC beds due to the change of vendor at the Beck Campus MH Residential Facility. This resulted in an increase in the Psynergy client census from 21 at the beginning of FY2025/26 to an expected 27 at the end of the fiscal year. Psynergy Programs Inc. has demonstrated the ability to provide this specialized level of care to meet the psychiatric needs of Solano County Behavioral Health's most vulnerable clients.

Psynergy's first contract amendment, executed on August 27, 2025, modified rates for FY2025/26, without changing the total contract amount. The second contract amendment, for \$330,499, for a total contract amount of \$3,225,246, provides for the continuation of intensive services for their higher census at the revised FY2025/26 rates through June 30, 2026.

ALTERNATIVES:

The Board could choose not to approve these contract amendments. This is not recommended as the County is required to provide psychiatric services for clients served in the County behavioral health system who require mental health care for their own safety and the safety of the community. These amendments will ensure continued psychiatric coverage to meet these clients' service needs.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**SECOND AMENDMENT TO STANDARD CONTRACT BETWEEN
COUNTY OF SOLANO and CRESTWOOD BEHAVIORAL HEALTH, INC.**

This second amendment ("Second Amendment") is entered into as of the 9th day of June 2026, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and CRESTWOOD BEHAVIORAL HEALTH, INC., a Delaware for profit corporation ("Contractor").

1. Recitals

- A. The parties entered into a contract dated July 1, 2024 (the "Contract"), in which Contractor agreed to provide acute psychiatric inpatient services.
- B. The parties first amended ("First Amendment") the Contract on March 3, 2025, in which the billing rates were adjusted for fiscal years 2024/2025 and 2025/2026. The First Amendment did not affect the budget or term of the agreement.
- C. The County now needs to modify the budget of the Contract.
- D. This Second Amendment represents an increase of \$125,280 to the Contract amount.
- E. The parties agree to amend the Contract as set forth below.

2. Agreement.

- A. Amount of Contract

Section 3 of the Contract is replaced with: "The maximum amount of this Contract is \$11,712,240."

3. Effectiveness of Contract.

Except as set forth in this Second Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

COUNTY OF SOLANO, a Political
Subdivision of the State of California

CRESTWOOD BEHAVIORAL HEALTH, INC.

By: _____
Ian M. Goldberg
County Administrator

By:  _____
Elena Mashkevich
Executive Director of Contracts

APPROVED AS TO CONTENT

By:   05/20/2026 04:19 PM EDT

Emery Cowan
Director, Health & Social Services

APPROVED AS TO FORM

By:   05/21/2026 07:12 PM EDT

Kelly Welsh
Deputy County Counsel

**SECOND AMENDMENT TO STANDARD CONTRACT BETWEEN
COUNTY OF SOLANO and PSYNERGY PROGRAMS, INC.**

This second amendment (“Second Amendment”) is entered into as of the 23rd day of June 2026, between the COUNTY OF SOLANO, a political subdivision of the State of California (“County”) and PSYNERGY PROGRAMS INC (“Contractor”).

1. Recitals

- A. The parties entered into a contract dated July 1, 2025 (the “Contract”), in which Contractor agreed to provide acute psychiatric inpatient services.
- B. The parties first amended the contract (“First Amendment”) on August 1, 2025, to modify the budget of the contract. The First Amendment did not affect the Contract amount or term.
- C. The County now needs to further modify the budget of the contract.
- D. This Second Amendment represents an increase of \$330,499 to the Contract.
- E. The parties agree to amend the Contract as set forth below.

2. Agreement.

A. Amount of Contract

Section 3 of the contract is replaced with: “The maximum amount of this Contract is \$3,225,246.”

3. Effectiveness of Contract.

Except as set forth in this Second Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

COUNTY OF SOLANO, a Political
Subdivision of the State of California

PSYNERGY PROGRAMS, INC.

By _____
Ian M. Goldberg
County Administrator

By 

Arturo Uribe
Chief Executive Officer

APPROVED AS TO CONTENT

By   06/04/2026 02:26 PM EDT

Emery Cowan
Director, Health and Social Services

APPROVED AS TO FORM

By   06/05/2026 06:43 PM EDT

Kelly Welsh
Deputy County Counsel

Attachment C

File # 26-483

The following documents can be accessed via the links in the list below, in addition to being on file with the Clerk of the Board.

1. [Link to Crestwood First Amendment](#)
2. [Link to Crestwood Original Contract](#)
3. [Link to Psynergy Programs, Inc. First Amendment](#)
4. [Link to Psynergy Programs, Inc. Original Contract](#)



Solano County

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

Agenda Submittal

Agenda #:	21	Status:	Consent Calendar
Type:	Contract	Department:	Board of Supervisors
File #:	26-505	Contact:	Emery Cowan, 784-8400
Agenda date:	06/23/2026	Final Action:	
Title:	Approve the Behavioral Health Performance Contract with the California Department of Health Care Services effective July 1, 2026, through June 30, 2029, outlining conditions and requirements to receive state funding for behavioral health services; and Delegate authority to the County Administrator to execute this contract and any administrative amendments issued by the California Department of Health Care Services		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Link to DHCS Performance 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 and Social Services recommends that the Board of Supervisors:

1. Approve the Behavioral Health Performance Contract with the California Department of Health Care Services effective July 1, 2026, through June 30, 2029, outlining conditions and requirements to receive state funding for behavioral health services; and
2. Delegate authority to the County Administrator to execute this contract and any administrative amendments issued by the California Department of Health Care Services.

SUMMARY/DISCUSSION:

The California Department of Health Care Services (DHCS) provides funding to Solano County for behavioral health services including the Behavioral Health Services Act, Lanterman-Petris-Short (LPS) Act, Projects for Assistance in Transition from Homelessness (PATH), Community Mental Health Services Block Grant (MHBG), Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG), and Crisis Counseling Assistance and Training Program (CCP), and oversees county provision of community mental health services pursuant to the Bronzan-McCorquodale Act. Solano County must meet certain conditions and requirements to receive funding for these programs and services as required by Welfare and Institutions Code sections 5650(a), 5651, and 5897.

The contract is for “zero dollars” as it outlines the requirements associated with these County-responsible services and the applicable funds. The contract sets forth expectations that the County will comply with all

federal laws and regulations. All agreements, certifications, assurances, and policy letters regarding federally funded mental/behavioral health programs and compliance with this contract are monitored by the Health and Social Services, Behavioral Health Division, under the guidance of the Compliance Officer.

Additionally, services provided under the LPS Act refer to standards associated with involuntary commitment, with a requirement to provide services in the least restrictive setting for individuals served under the Act. Services provided under the Bronzan-McCorquodale Act are mental health services for the population, with the County identified as the provider to the extent resources are available. The regulations that apply are referenced, and some are detailed in this contract itself and the funding-specific agreements.

FINANCIAL IMPACT:

This contract assures the County's commitment to the requirements associated with receiving program funds. The programs associated with this agreement: Behavioral Health Services Act (BHSA), Bronzan McCorquodale Act, Lanterman-Petris-Short (LPS) Act, Projects for Assistance in Transition from Homelessness (PATH) program grant, Community Mental Health Services Block Grant (MHBG), Substance Use Prevention, Treatment and Recovery Block Services Grant (SUBG), and the Crisis Counseling Assistance and Training Program (CCP), are included in the Department's FY2026/27 Requested Budget. There is no additional impact on the County General Fund.

ALTERNATIVES:

The Board could choose not to approve this contract. This is not recommended, as this contract is required for the County to continue receiving funding to provide Behavioral Health services under State oversight.

OTHER AGENCY INVOLVEMENT:

County Counsel has approved the contract amendment as to form.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

The following document can be accessed via the link below, in addition to being on file with the Clerk of the Board.

1. [Link to DHCS Performance Contract](#)



Solano County

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

Agenda Submittal

Agenda #:	22	Status:	Consent Calendar
Type:	ATR	Department:	Health and Social Services
File #:	26-524	Contact:	Emery Cowan, 784-8400
Agenda date:	06/23/2026	Final Action:	

Title: Approve a \$1,394,664 Appropriation Transfer Request for Behavioral Health Services to increase appropriations and revenue for the Drug Medi-Cal Organized Delivery System due to increased utilization of the program (4/5 vote required); and Approve a \$1,354,969 Appropriation Transfer Request for Capital Projects Management from Social Services to increase appropriations and revenue for one-time capital improvements to relocate staff from the Executive Court campus to a new location (4/5 vote required)

Governing body: Board of Supervisors

District: All

Attachments:

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

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

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services recommends that the Board of Supervisors:

1. Approve a \$1,394,664 Appropriation Transfer Request for Behavioral Health Services to increase appropriations and revenue for the Drug Medi-Cal Organized Delivery System due to increased utilization of the program (4/5 vote required); and
2. Approve a \$1,354,969 Appropriation Transfer Request for Capital Projects Management from Social Services to increase appropriations and revenue for one-time capital improvements to relocate staff from the Executive Court campus to a new location (4/5 vote required).

SUMMARY/ DISCUSSION:

This item contains two Appropriation Transfer Requests (ATR) to ensure expenditures and funding sources are appropriately classified to close out FY2025/26.

The first ATR is related to Medi-Cal beneficiaries with substance abuse issues who currently receive services under the Drug Medi-Cal Organized Delivery System (DMC-ODS) administered by the Partnership HealthPlan of California (PHC). The County reimburses PHC based on a per utilizer per month rate. Due to an increase in the number of clients receiving at least one service per month, program costs have exceeded current budgeted appropriations, and additional federal revenue will be utilized to cover the costs.

The second ATR is related to Health and Social Services receiving a total of \$1,998,886 in unanticipated revenues in FY2025/26 from the FY2023/24 final settlement of Medi-Cal administration claims. The department's overspending of allocations in FY2023/24 was covered by the County General Fund during that fiscal year. The unanticipated revenue received in FY2025/26 will be used to cover the projected additional Net County Cost of \$643,947 for Social Services programs in FY2025/26. The excess of \$1,354,664 will be transferred out to General Services, Capital Projects Management (CPM) for one-time capital improvement costs associated with relocating staff from the Executive Court campus to a new location. CPM will be increasing appropriations to cover costs associated with tenant improvements and moving.

FINANCIAL IMPACT:

Federal, State, and 2011 Realignment are the primary funding sources for DMC treatment services. An increase in appropriations and corresponding revenues is needed to ensure that PHC claims can be paid in FY2025/26. An ATR in the amount of \$1,394,664 will increase contract appropriations and federal revenues. There is no impact on the General Fund.

A \$1,354,939 increase in appropriations and transfer in is needed in General Services CPM to fund one-time capital improvement costs for relocating staff from the Executive Court campus to a new location in FY2026/27. A corresponding transfer out is needed in Social Services with revenue coming from Prior Year Revenue. There is no additional impact on the General Fund.

ALTERNATIVES:

The Board of Supervisors could choose not to approve the ATRs. This is not recommended as payments due to PHC may not occur as appropriations may be exhausted and no authority to pay them exists. In addition, unexpected funds from a prior year reimbursement can be effectively utilized for the relocation of staff.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

\$74,999 per individual contract;

2. Delegate authority to the Director of Health and Social Services to execute any subsequent amendments, with concurrence from County Counsel, which are administrative or technical in nature and have no fiscal impact;
3. Adopt a resolution to delegate authority to the County Administrator to execute revenue agreements and memorandums of understanding with fiscal impact and to the Health and Social Services Director or designee to execute memorandums of understanding with no fiscal impact and to execute admission agreements for clients in need of a residential facility placement;
4. Adopt a resolution to delegate authority to the Director of Health and Social Services or the Health Officer to execute the AIDS Master Grant Agreement;
5. Delegate authority to the County Administrator to authorize grant submissions in excess of \$75,000 and to the Director of Health and Social Services for grant submissions up to \$75,000 to secure funding to maintain existing programs and projects; and
6. Delegation of authority to the Executive Director of the Public Authority to execute Board approved contracts and amendments for the Public Authority included on the Master List of Contracts.

SUMMARY:

The Department of Health and Social Services (H&SS) develops and administers over 500 contracts and memoranda of understanding (MOUs) each fiscal year, many of which provide for routine, mandated, and ongoing services. H&SS recommends approving the H&SS FY2026/27 list of contracts as delineated in Attachments A and B, effective July 1, 2026. Nine contracts listed in Attachment C still require final execution by the vendor.

The attached list includes new and renewal agreements and amendments for ongoing services that require Board approval because the contract limit exceeds \$75,000. As in prior years, H&SS is requesting that the Board delegate authority to the County Administrator, the H&SS Director, or the Health Officer to approve agreements or MOUs as specified above, to expedite the contract process and allow timely delivery of services for the benefit of H&SS clients and to ensure compliance with County, State, and federal regulations.

FINANCIAL IMPACT:

The FY2026/27 Recommended Budget includes sufficient appropriations for all contracts submitted on this list. Any amendments made to H&SS contracts under the requested delegated authorities will be within Board-approved FY2026/27 appropriations.

Approval of the FY2026/27 contracts does not limit the Board's ability to authorize increases or decreases in funding for any approved contract. In addition, Section 26 of Exhibit C of the County's Standard Contract's General Terms and Conditions allows the County to terminate or amend an agreement if federal, State, or other funding becomes unavailable or is reduced during the contract's term.

DISCUSSION:

The State of California, private and public foundations, and other public entities contract with the County to

fund and provide various services and programs. H&SS complies with the County's Purchasing and Contracting Policies in developing the contracts presented for approval in this report. The County's policies select contractors, and requests for proposals are generally issued every three to five years, except as exempted by County, State, or federal policy and regulations.

Contracts

Under Board direction, the contract list with links to the contracts has been sorted in two different ways, as follows:

- Attachment A - Alphabetical by vendor
- Attachment B - By H&SS Division

The list of contracts includes the vendor's name, a brief description of services, the FY 2026/27 recommended contract amount, the term-end date, and the estimated percentage of County General Fund in each contract. These lists also include contracts that have been reviewed by County Counsel but are waiting for final execution by the vendor and are identified explicitly in Attachment C. H&SS is requesting that the County Administrator be authorized to execute all contracts on the Master List.

Contract Amendments Related to Program Changes, Program Funding, or Service Needs

Changes in service needs and/or program requirements are ongoing and often require amendments to existing agreements to continue effective service delivery. Therefore it is requested that the County Administrator have delegated authority to execute any amendments under an aggregate of \$74,999 per fiscal year per contract. Any amendments exceeding the County Administrator's delegated authority will be submitted to the Board of Supervisors for approval.

Minor technical and administrative amendments to some of these contracts are also necessary during the year. To expedite the processing of these amendments efficiently, H&SS requests that the Board authorize the Director of Health and Social Services to approve and execute such contract amendments with no fiscal impact.

Revenue Agreements, AIDS Master Grant Agreement, and MOUs

The federal government, the State of California, and other funding sources issue new and renewal revenue contracts received during the fiscal year, generally well after the July 1st start date. Some funds are received through a competitive process conducted at the State level and are considered grant funding for a specified service. Other funds are "categorical" and may be used only for the selected services identified once accepted by the County. Other revenue agreements allow H&SS to bill for services, particularly those funded by Medi-Cal. Execution of these agreements must be expedited to enable H&SS to claim or bill for reimbursement as quickly as possible. Therefore authorization is requested for the County Administrator to execute these revenue agreements and amendments to assist in maintaining sufficient funds in H&SS (Attachment D).

The State Office of AIDS provides funding for several HIV-related services, all of which are incorporated into a Master Agreement that includes MOUs for each program area. The State requires the Board to authorize the Director of H&SS or the Health Officer to execute the Master Agreement and all related documents (Attachment E).

H&SS works collaboratively with other County departments, outside agencies, non-profits, and community partners. MOUs are developed to define roles and responsibilities, referral arrangements, and other working relationships. Many of the MOUs are reviewed and renewed annually and are administrative in nature. County Counsel reviews the MOUs as necessary. For administrative efficiency, H&SS requests that the Board authorize the County Administrator to execute these MOUs with fiscal impact, and the Health and Social Services Director to execute MOUs with no fiscal impact.

Specified Agreements for Client Services

H&SS routinely contracts with a wide variety of residential facilities to provide client care, which often requires immediate placement, and H&SS must have the authority to execute admission/placement agreements with these facilities promptly. By doing so, the County's liability is reduced, and patient/client care is delivered efficiently. The FY2026/27 Budget includes \$11,355,788 in appropriations for adult specified agreements (Room and Board, Augmented Board and Care, Inpatient Hospital, and Institutions for Mental Disease [IMD] facilities) and \$200,000 for child specified agreements in residential facilities. H&SS requests that the Board authorize the H&SS Director or designee to execute these agreements and authorize payments.

Delegated Authority to County Administrator to Authorize Grant Submissions Equal to and over \$75,000 and to the H&SS Director for Grant Submissions Up to \$75,000 to Secure Funding to Maintain Existing Programs and Projects

H&SS staff seek State, federal, and private grants to support and maintain or restore existing programs and services. In general, grant announcements are issued with short submission timelines. Delegating authority to approve grant application submissions to the County Administrator will provide maximum flexibility in applying for additional funding, ensure timely grant submissions, and help maintain client services. If the grant is awarded, H&SS will return to the Board for appropriation of any additional grant funding received.

Delegated Authority to the Executive Director of the Public Authority

The contracts for the Solano County In-Home Supportive Services (IHSS) Public Authority services are included on the H&SS FY2026/27 list of contracts for approval. H&SS is requesting that the executive director of the public authority be delegated the authority to execute these board-approved contracts and amendments.

ALTERNATIVES:

The Board may choose to address some or all these contracts individually. This is not recommended because approving these routine contracts on an individual basis requires preparing multiple agenda items. Furthermore, individual approval may disrupt services to H&SS programs and clients.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved all contracts included on the lists for legal sufficiency.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Line #	Contract Number	Contractor	Description	Division	FY 2026/27 Contract Amount	End Date	County General Fund %
1	03604	A Better Way, Inc	To provide school-based prevention mental health early intervention treatment	Behavioral Health (BH)	\$1,100,000.00	6/30/2027	0%
2	04161 (Pending)	Abode Services	To provide supportive services for elders who are victims of abuse or homelessness	Older and Disabled Adults (ODAS)	\$647,632.00	6/30/2028	0%
3	03594 (Pending)	Aldea, Inc	To provide Supportive Outreach and Access to Resources (SOAR), Early Psychosis Treatment (EP) program	Behavioral Health (BH)	\$1,500,003.00	6/30/2027	0%
4	03979	Aldea, Inc	To develop and implement drug Medi-Cal substance use treatment for adolescents	Behavioral Health (BH)	\$161,653.00	6/30/2027	0%
5	03972	Aliados Health	To engage in outreach activities addressing emerging public health issues	Public Health (PH)	\$230,000.00	6/30/2027	0%
6	04087	Amergis Healthcare Staffing, Inc	Recruitment of locum clinical professionals	Behavioral Health (BH)	\$728,000.00	6/30/2027	0%
7	03965	Barton & Associates, Inc	To provide temporary placement of locum tenens providers according to client's needs	Family Health Services	\$1,000,000.00	6/30/2027	0%
8	03674 (Pending)	Bay Area Community Services, Inc	To provide short-term crisis psychiatric residential treatment services	Behavioral Health (BH)	\$2,369,424.00	6/30/2027	29%

9	04079	Bay Area Community Services, Inc	To provide Full Service Partnership (FSP) services to adults with severe and persistent mental health conditions	Behavioral Health (BH)	\$2,425,836.00	6/30/2027	0%
10	04014	Binti Inc	To provide Software-as-a-Service platform for approvals, case management and placements	Child Welfare Services (CWS)	\$94,770.20	6/30/2027	0%
11	04021	Brown Miller Communications, Inc	To provide alcohol and cannabis prevention media campaigning, messaging and placement consultation	Public Health (PH)	\$115,000.00	6/30/2027	0%
12	06745	California Mental Health Services Authority	To distribute internship stipends and mileage reimbursements to build a diverse workforce to support underserved communities	Behavioral Health (BH)	\$150,000.00	6/30/2027	0%
13	06649	California Mental Health Services Authority	To conduct the Psychiatric Inpatient Consurent Review (PICR) program	Behavioral Health (BH)	\$464,688.00	6/30/028	0%
14	03860	Caminar, Inc	To provide evidence-based Supported Employment and Educational (SEE) services for individuals mental health and substance use challenges	Behavioral Health (BH)	\$1,309,160.00	6/30/2027	0%
15	03517	Caminar, Inc	To provide Comprehensive Case Management (CCM) services	Behavioral Health (BH)	\$1,486,529.00	6/30/2027	0%
16	04153	Caminar, Inc	To provide evidence-based Supported Employment and Educational (SEE) services for individuals with psychiatric disabilities	Employment & Eligibility (E&ES)	\$435,880.80	6/30/2027	0%
17	04057	Caminar, Inc	To provide Supported Housing services for the No Place Like Home (NPLH) and Whole Person Care (WPC) program	Behavioral Health (BH)	\$740,000.00	6/30/2027	0%

18	03580	Canyon Manor/ Mental Health Management, Inc	To provide sub-acute inpatient residential treatment services	Behavioral Health (BH)	\$237,292.00	6/30/2027	35%
19	03032	Capuchino Therapy Group	To provide supplemental physical and occupational therapy services in the California Children's Service (CCS) program	Public Health (PH)	\$118,560.00	6/30/2027	5%
20	00591	Chabot Las Positas Community College District	To provide Title IV-E funded training and technical assistance for staff, foster care youth, and foster care providers	Child Welfare Services (CWS)	\$700,165.00	6/30/2027	0%
21	04114	Chiropractic Integrative Partners, Inc	To provide chiropractic and acupuncture services within H&SS clinics	Family Health Services	\$774,680.00	6/30/2027	0%
22	04074	Community Medical Centers, Inc	To provide HIV/STI testing, education and outreach	Public Health (PH)	\$90,000.00	6/30/2027	0%
23	00072	Crestwood Behavioral Health, Inc	To provide sub-acute psychiatric residential treatment services	Behavioral Health (BH)	\$6,378,668.00	6/30/2027	35%
24	03576	Crestwood Behavioral Health, Inc	To provide acute psychiatric inpatient services	Behavioral Health (BH)	\$12,314,329.00	6/30/2028	14%
25	03813	Crestwood Behavioral Health, Inc	To provide 23-hour crisis stabilization unit (CSU) services	Behavioral Health (BH)	\$4,940,106.00	6/30/2027	0%
26	09043	Cruz, Jocelyn	To provide psychiatric services	Behavioral Health (BH)	\$79,277.26	6/30/2027	10%

27	03169	Davis Guest Home, Inc	To provide mental health residential treatment services	Behavioral Health (BH)	\$536,550.00	6/30/2027	35%
28	04083	Felton Institute	To provide specialty behavioral health services	Behavioral Health (BH)	\$2,548,306.00	6/30/2027	10%
29	04066	Fighting Back Partnership	To support home visitation infrastructure for the Black Infant Health (BIH) program	Public Health (PH)	\$121,956.00	6/30/2027	0%
30	03711	First Place for Youth	To provide Transitional Housing (THP) and Housing Navigator and Maintenance (HNMP) programs for foster youth	Child Welfare Services (CWS)	\$1,490,776.00	6/30/2027	0%
31	03471 (Pending)	Fremont Hospital	To provide acute psychiatric inpatient treatment services	Behavioral Health (BH)	\$703,011.00	6/30/2027	0%
32	04077	HomeBase	To provide training, technical assistance and consulting services	Behavioral Health (BH)	\$100,000.00	6/30/2027	0%
33	03854	JJM Integrated Health Advanced Nursing Inc	To provide specialty mental health outpatient services to adults and youth	Behavioral Health (BH)	\$120,000.00	6/30/2027	10%
34	03900 (Pending)	La Clinica De La Raza, Inc	To support prevention, testing and linkage to care for infectious diseases	Public Health (PH)	\$159,633.00	6/30/2027	0%
35	03931 (Pending)	La Clinica De La Raza, Inc	To provide enrollment assistance to increase health care access for the underserved population	Public Health (PH)	\$75,000.00	6/30/2027	0%

36	09020	Luo, Xing Xing	To provide psychiatric services	Behavioral Health (BH)	\$87,010.49	6/30/2027	10%
37	09019	Maqsood, Hasnain	To provide psychiatric services	Behavioral Health (BH)	\$89,186.91	6/30/2027	10%
38	03967	Medic Ambulance Service, Inc	To provide medic transport for acute crisis services	Behavioral Health (BH)	\$100,000.00	6/30/2027	0%
39	03460	Merced Behavioral Health LLC	To provide sub-acute psychiatric residential treatment services	Behavioral Health (BH)	\$925,159.20	6/30/2027	35%
40	09044 (Pending)	Nolan, Patrick	To provide psychiatric services	Behavioral Health (BH)	\$79,277.26	6/30/2027	10%
41	03170	Oaklandidence Opco LLC	To provide psychiatric residential treatment services	Behavioral Health (BH)	\$168,210.00	6/30/2027	35%
42	03468	Psynergy Programs, Inc	To provide intensive psychiatric residential treatment services	Behavioral Health (BH)	\$3,153,605.00	6/30/2027	29%
43	04068	San Francisco Public Health Foundation	To provide program administration for the California Tuberculosis Controller's Association (CTCA)	Public Health (PH)	\$212,126.00	6/30/2027	0%
44	03597	Seneca Family of Agencies	To provide Transition Age Youth (TAY) Full Service Partnership (FSP) services	Behavioral Health (BH)	\$1,163,560.00	6/30/2027	0%

45	03923	Seneca Family of Agencies	Multi-Disciplinary Team (MDT) meetings for youth at risk of Commercial Sexual Exploitation (CSE)	Child Welfare Services (CWS)	\$576,000.00	6/30/2027	0%
46	04043	Social Change Partners LLC	Consultancy for Family First Prevention Services Act	Child Welfare Services (CWS)	\$120,000.00	6/30/2027	0%
47	03457	Solano County Office of Education	To reduce rates of alcohol, tobacco, and other drugs (ATOD) related usage among youth	Public Health (PH)	\$290,240.00	6/30/2027	0%
48	03925	Solano County Office of Education	To provide school-based mobile crisis services to acutely suicidal, homicidal or gravely disabled students	Behavioral Health (BH)	\$1,395,125.00	6/30/2027	0%
49	00370	Solano Family & Childrens Council, Inc	To provide Childcare services for Stage 1 CalWORKS clients	Employment & Eligibility (E&ES)	\$11,828,795.00	6/30/2027	0%
50	03797	Solano Family & Childrens Council, Inc	To provide eligible relative resource parents subsidized child care, navigator services and training	Child Welfare Services (CWS)	\$458,977.00	6/30/2027	0%
51	04001	Solano Foster Connection	To support children and youth in the Flexible Family Support program	Child Welfare Services (CWS)	\$150,000.00	6/30/2027	0%
52	00096 (Pending)	St. Helena Hospital	To provide acute psychiatric inpatient treatment services	Behavioral Health (BH)	\$931,984.00	6/30/2027	0%
53	04020	Stanford Sierra Youth & Families	To provide Parent Partner services and Native Liaison Navigator support	Child Welfare Services (CWS)	\$1,155,633.00	6/30/2029	0%

54	03168	Telecare Corporation	To provide sub-acute psychiatric residential treatment services	Behavioral Health (BH)	\$297,302.00	6/30/2027	35%
55	03808	The Children's Network of Solano County	To develop and coordinate an annual county-wide child abuse prevention and public awareness campaign	Child Welfare Services (CWS)	\$300,299.00	6/30/2027	0%
56	04037	The SmithWaters Group	To provide patient's rights advocate services	Behavioral Health (BH)	\$187,451.00	6/30/2027	23%
57	04137	Thurmond Consulting LLC	To provide technical assistance and training in the County's housing program	Behavioral Health (BH)	\$253,333.00	6/30/2027	0%
58	03904	Touro University California	To provide youth-led substance use prevention, education and leadership development	Behavioral Health (BH)	\$165,518.00	6/30/2027	0%
59	03903	Touro University California	To provide community substance abuse education and outreach	Behavioral Health (BH)	\$583,091.00	6/30/2027	0%
60	06482 (Pending)	Unilab Corporation dba Quest Diagnostics	To provide in-office phlebotomy services	Family Health Services	\$94,000.00	6/30/2027	0%
61	04064	Universal Building Services and Supply Co	To provide janitorial services at Executive Court, Fairfield	Employment & Eligibility (E&ES)	\$94,488.00	6/30/2027	7%
62	04073	Victor Community Support Services, Inc	To provide Full Service Partnership (FSP) services to youth	Behavioral Health (BH)	\$2,000,000.00	6/30/2027	0%

63	04156	Visionary Innovations Corporation	To provide software solutions (SaaS) for staff augmentation and consultancy services	Public Health (PH)	\$96,000.00	6/30/2027	0%
64	03928	Willow Glen Care Center	To provide sub-acute inpatient residential treatment services	Behavioral Health (BH)	\$1,222,642.00	6/30/2028	35%

Due to file size, the contracts can be accessed via the links, in addition to being on file with the Clerk of the Board.

Line #	Contract Number	Contractor	Description	Division	FY 2026/27 Contract Amount	End Date	County General Fund %
1	03604	A Better Way, Inc	To provide school-based prevention mental health early intervention treatment	Behavioral Health (BH)	\$1,100,000.00	6/30/2027	0%
2	03594 (Pending)	Aldea, Inc	To provide Supportive Outreach and Access to Resources (SOAR), Early Psychosis Treatment (EP) program	Behavioral Health (BH)	\$1,500,003.00	6/30/2027	0%
3	03979	Aldea, Inc	To develop and implement drug Medical substance use treatment for adolescents	Behavioral Health (BH)	\$161,653.00	6/30/2027	0%
4	04087	Amergis Healthcare Staffing, Inc	Recruitment of locum clinical professionals	Behavioral Health (BH)	\$728,000.00	6/30/2027	0%
5	03674 (Pending)	Bay Area Community Services, Inc	To provide short-term crisis psychiatric residential treatment services	Behavioral Health (BH)	\$2,369,424.00	6/30/2027	29%
6	04079	Bay Area Community Services, Inc	To provide Full Service Partnership (FSP) services to adults with severe and persistent mental health conditions	Behavioral Health (BH)	\$2,425,836.00	6/30/2027	0%
7	06745	California Mental Health Services Authority	To distribute internship stipends and mileage reimbursements to build a diverse workforce to support underserved communities	Behavioral Health (BH)	\$150,000.00	6/30/2027	0%
8	06649	California Mental Health Services Authority	To conduct the Psychiatric Inpatient Consurent Review (PICR) program	Behavioral Health (BH)	\$464,688.00	6/30/028	0%

DIVISION

9	03860	Caminar, Inc	To provide evidence-based Supported Employment and Educational (SEE) services for individuals mental health and substance use challenges	Behavioral Health (BH)	\$1,309,160.00	6/30/2027	0%
10	03517	Caminar, Inc	To provide Comprehensive Case Management (CCM) services	Behavioral Health (BH)	\$1,486,529.00	6/30/2027	0%
11	04057	Caminar, Inc	To provide Supported Housing services for the No Place Like Home (NPLH) and Whole Person Care (WPC) program	Behavioral Health (BH)	\$740,000.00	6/30/2027	0%
12	03580	Canyon Manor/ Mental Health Management, Inc	To provide sub-acute inpatient residential treatment services	Behavioral Health (BH)	\$237,292.00	6/30/2027	35%
13	00072	Crestwood Behavioral Health, Inc	To provide sub-acute psychiatric residential treatment services	Behavioral Health (BH)	\$6,378,668.00	6/30/2027	35%
14	03576	Crestwood Behavioral Health, Inc	To provide acute psychiatric inpatient services	Behavioral Health (BH)	\$12,314,329.00	6/30/2028	14%
15	03813	Crestwood Behavioral Health, Inc	To provide 23-hour crisis stabilization unit (CSU) services	Behavioral Health (BH)	\$4,940,106.00	6/30/2027	0%
16	09043	Cruz, Jocelyn	To provide psychiatric services	Behavioral Health (BH)	\$79,277.26	6/30/2027	10%
17	03169	Davis Guest Home, Inc	To provide mental health residential treatment services	Behavioral Health (BH)	\$536,550.00	6/30/2027	35%

DIVISION

18	04083	Felton Institute	To provide specialty behavioral health services	Behavioral Health (BH)	\$2,548,306.00	6/30/2027	10%
19	03471 (Pending)	Fremont Hospital	To provide acute psychiatric inpatient treatment services	Behavioral Health (BH)	\$703,011.00	6/30/2027	0%
20	04077	HomeBase	To provide training, technical assistance and consulting services	Behavioral Health (BH)	\$100,000.00	6/30/2027	0%
21	03854	JJM Integrated Health Advanced Nursing Inc	To provide specialty mental health outpatient services to adults and youth	Behavioral Health (BH)	\$120,000.00	6/30/2027	10%
22	09020	Luo, Xing Xing	To provide psychiatric services	Behavioral Health (BH)	\$87,010.49	6/30/2027	10%
23	09019	Maqsood, Hasnain	To provide psychiatric services	Behavioral Health (BH)	\$89,186.91	6/30/2027	10%
24	03967	Medic Ambulance Service, Inc	To provide medic transport for acute crisis services	Behavioral Health (BH)	\$100,000.00	6/30/2027	0%
25	03460	Merced Behavioral Health LLC	To provide sub-acute psychiatric residential treatment services	Behavioral Health (BH)	\$925,159.20	6/30/2027	35%
26	09044 (Pending)	Nolan, Patrick	To provide psychiatric services	Behavioral Health (BH)	\$79,277.26	6/30/2027	10%

DIVISION

27	03170	Oaklandidence Opco LLC	To provide psychiatric residential treatment services	Behavioral Health (BH)	\$168,210.00	6/30/2027	35%
28	03468	Psynergy Programs, Inc	To provide intensive psychiatric residential treatment services	Behavioral Health (BH)	\$3,153,605.00	6/30/2027	29%
29	03597	Seneca Family of Agencies	To provide Transition Age Youth (TAY) Full Service Partnership (FSP) services	Behavioral Health (BH)	\$1,163,560.00	6/30/2027	0%
30	03925	Solano County Office of Education	To provide school-based mobile crisis services to acutely suicidal, homicidal or gravely disabled students	Behavioral Health (BH)	\$1,395,125.00	6/30/2027	0%
31	00096 (Pending)	St. Helena Hospital	To provide acute psychiatric inpatient treatment services	Behavioral Health (BH)	\$931,984.00	6/30/2027	0%
32	03168	Telecare Corporation	To provide sub-acute psychiatric residential treatment services	Behavioral Health (BH)	\$297,302.00	6/30/2027	35%
33	04037	The SmithWaters Group	To provide patient's rights advocate services	Behavioral Health (BH)	\$187,451.00	6/30/2027	23%
34	04137	Thurmond Consulting LLC	To provide technical assistance and training in the County's housing program	Behavioral Health (BH)	\$253,333.00	6/30/2027	0%
35	03904	Touro University California	To provide youth-led substance use prevention, education and leadership development	Behavioral Health (BH)	\$165,518.00	6/30/2027	0%

DIVISION

36	03903	Touro University California	To provide community substance abuse education and outreach	Behavioral Health (BH)	\$583,091.00	6/30/2027	0%
37	04073	Victor Community Support Services, Inc	To provide Full Service Partnership (FSP) services to youth	Behavioral Health (BH)	\$2,000,000.00	6/30/2027	0%
38	03928	Willow Glen Care Center	To provide sub-acute inpatient residential treatment services	Behavioral Health (BH)	\$1,222,642.00	6/30/2028	35%
39	04014	Binti Inc	To provide Software-as-a-Service platform for approvals, case management and placements	Child Welfare Services (CWS)	\$94,770.20	6/30/2027	0%
40	00591	Chabot Las Positas Community College District	To provide Title IV-E funded training and technical assistance for staff, foster care youth, and foster care providers	Child Welfare Services (CWS)	\$700,165.00	6/30/2027	0%
41	03711	First Place for Youth	To provide Transitional Housing (THP) and Housing Navigator and Maintenance (HNMP) programs for foster youth	Child Welfare Services (CWS)	\$1,490,776.00	6/30/2027	0%
42	03923	Seneca Family of Agencies	Multi-Disciplinary Team (MDT) meetings for youth at risk of Commercial Sexual Exploitation (CSE)	Child Welfare Services (CWS)	\$576,000.00	6/30/2027	0%
43	04043	Social Change Partners LLC	Consultancy for Family First Prevention Services Act	Child Welfare Services (CWS)	\$120,000.00	6/30/2027	0%
44	03797	Solano Family & Childrens Council, Inc	To provide eligible relative resource parents subsidized child care, navigator services and training	Child Welfare Services (CWS)	\$458,977.00	6/30/2027	0%

DIVISION

45	04001	Solano Foster Connection	To support children and youth in the Flexible Family Support program	Child Welfare Services (CWS)	\$150,000.00	6/30/2027	0%
46	04020	Stanford Sierra Youth & Families	To provide Parent Partner services and Native Liaison Navigator support	Child Welfare Services (CWS)	\$1,155,633.00	6/30/2029	0%
47	03808	The Children's Network of Solano County	To develop and coordinate an annual county-wide child abuse prevention and public awareness campaign	Child Welfare Services (CWS)	\$300,299.00	6/30/2027	0%
48	04153	Caminar, Inc	To provide evidence-based Supported Employment and Educational (SEE) services for individuals with psychiatric disabilities	Employment & Eligibility (E&ES)	\$435,880.80	6/30/2027	0%
49	00370	Solano Family & Childrens Council, Inc	To provide Childcare services for Stage 1 CalWORKS clients	Employment & Eligibility (E&ES)	\$11,828,795.00	6/30/2027	0%
50	04064	Universal Building Services and Supply Co	To provide janitorial services at Executive Court, Fairfield	Employment & Eligibility (E&ES)	\$94,488.00	6/30/2027	7%
51	03965	Barton & Associates, Inc	To provide temporary placement of locum tenens providers according to client's needs	Family Health Services	\$1,000,000.00	6/30/2027	0%
52	04114	Chiropractic Integrative Partners, Inc	To provide chiropractic and acupuncture services within H&SS clinics	Family Health Services	\$774,680.00	6/30/2027	0%
53	06482 (Pending)	Unilab Corporation dba Quest Diagnostics	To provide in-office phlebotomy services	Family Health Services	\$94,000.00	6/30/2027	0%

DIVISION

54	04161 (Pending)	Abode Services	To provide supportive services for elders who are victims of abuse or homelessness	Older and Disabled Adults (ODAS)	\$647,632.00	6/30/2028	0%
55	03972	Aliados Health	To engage in outreach activities addressing emerging public health issues	Public Health (PH)	\$230,000.00	6/30/2027	0%
56	04021	Brown Miller Communications, Inc	To provide alcohol and cannabis prevention media campaigning, messaging and placement consultation	Public Health (PH)	\$115,000.00	6/30/2027	0%
57	03032	Capuchino Therapy Group	To provide supplemental physical and occupational therapy services in the California Children's Service (CCS) program	Public Health (PH)	\$118,560.00	6/30/2027	5%
58	04074	Community Medical Centers, Inc	To provide HIV/STI testing, education and outreach	Public Health (PH)	\$90,000.00	6/30/2027	0%
59	04066	Fighting Back Partnership	To support home visitation infrastructure for the Black Infant Health (BIH) program	Public Health (PH)	\$121,956.00	6/30/2027	0%
60	03900 (Pending)	La Clinica De La Raza, Inc	To support prevention, testing and linkage to care for infectious diseases	Public Health (PH)	\$159,633.00	6/30/2027	0%
61	03931 (Pending)	La Clinica De La Raza, Inc	To provide enrollment assistance to increase health care access for the underserved population	Public Health (PH)	\$75,000.00	6/30/2027	0%
62	04068	San Francisco Public Health Foundation	To provide program administration for the California Tuberculosis Controller's Association (CTCA)	Public Health (PH)	\$212,126.00	6/30/2027	0%

DIVISION

63	03457	Solano County Office of Education	To reduce rates of alcohol, tobacco, and other drugs (ATOD) related usage among youth	Public Health (PH)	\$290,240.00	6/30/2027	0%
64	04156	Visionary Innovations Corporation	To provide software solutions (SaaS) for staff augmentation and consultancy services	Public Health (PH)	\$96,000.00	6/30/2027	0%

Due to file size, the contracts can be accessed via the links, in addition to being on file with the Clerk of the Board.

Line #	Contract Number	Contractor	Description	Division	FY 2026/27 Contract Amount	End Date	County General Fund %
1	04161 (Pending)	Abode Services	To provide supportive services for elders who are victims of abuse or homelessness	Older and Disabled Adults (ODAS)	\$647,632.00	6/30/2028	0%
2	03594 (Pending)	Aldea, Inc	To provide Supportive Outreach and Access to Resources (SOAR), Early Psychosis Treatment (EP) program	Behavioral Health (BH)	\$1,500,003.00	6/30/2027	0%
3	03674 (Pending)	Bay Area Community Services, Inc	To provide short-term crisis psychiatric residential treatment services	Behavioral Health (BH)	\$2,369,424.00	6/30/2027	29%
5	03471 (Pending)	Fremont Hospital	To provide acute psychiatric inpatient treatment services	Behavioral Health (BH)	\$703,011.00	6/30/2027	0%
6	03900 (Pending)	La Clinica De La Raza, Inc	To support prevention, testing and linkage to care for infectious diseases	Public Health (PH)	\$159,633.00	6/30/2027	0%
7	03931 (Pending)	La Clinica De La Raza, Inc	To provide enrollment assistance to increase health care access for the underserved population	Public Health (PH)	\$75,000.00	6/30/2027	0%
8	09044 (Pending)	Nolan, Patrick	To provide psychiatric services	Behavioral Health (BH)	\$79,277.26	6/30/2027	10%
9	00096 (Pending)	St. Helena Hospital	To provide acute psychiatric inpatient treatment services	Behavioral Health (BH)	\$931,984.00	6/30/2027	0%
10	06482 (Pending)	Unilab Corporation dba Quest Diagnostics	To provide in-office phlebotomy services	Family Health Services	\$94,000.00	6/30/2027	0%

PENDING EXECUTION

RESOLUTION NO. 2026 - _____

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS APPROVING REVENUE AGREEMENTS AND DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE REVENUE AGREEMENTS AND MEMORANDUMS OF UNDERSTANDING WITH FISCAL IMPACT; AND DELEGATING AUTHORITY TO THE DIRECTOR OF HEALTH AND SOCIAL SERVICES OR DESIGNEE TO EXECUTE MEMORANDUMS OF UNDERSTANDING WITH NO FISCAL IMPACT AND TO EXECUTE INDIVIDUAL ADMISSION AGREEMENTS AND AUTHORIZE PAYMENTS FOR RESIDENTIAL TREATMENT, ROOM AND BOARD, BOARD AND CARE, AND ANY OTHER TREATMENT FACILITY PLACEMENTS AS NECESSARY WITHIN BUDGETED APPROPRIATIONS

Whereas, the Solano County Board of Supervisors recognizes that the Department of Health and Social Services receives routine revenue agreements from various departments of the State of California, and other State agencies throughout the fiscal year; and

Whereas, the State of California requires a resolution authorizing approval and authorizing the County Administrator to execute the revenue agreements and any resulting amendments; and

Whereas, the Department of Health and Social Services has multiple federal, State, and other standard revenue agreements and memorandums of understanding that are submitted during the fiscal year and require the flexibility of execution to receive funding and services in a timely manner; and

Whereas, the Behavioral Health Division of the Department of Health and Social Services needs to promptly place clients in room and board facilities, board and care facilities, and other residential treatment facilities to ensure proper treatment, and such placements are done with individual admission agreements to the facilities.

Resolved, that the Solano County Board of Supervisors approves the State of California revenue agreements and authorizes the County Administrator to execute said agreements and any subsequent amendments, provided that no changes will negatively impact the County General Fund.

Further resolved, that the Solano County Board of Supervisors hereby delegates authority to the County Administrator to execute revenue agreements and memorandums of understanding with fiscal impact which are included in the FY2026/27 budget or have no budget impact; and delegates authority to the Director of Health and Social Services or designee to execute memorandums of understanding with no fiscal impact and to execute individual admission agreements, including authorizations for services for clients placement in residential treatment facilities, room and board facilities, board and care facilities, and any other treatment facilities as necessary within FY2026/27 budget appropriations.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on June 23, 2026, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

MONICA BROWN, Chair
Solano County Board of Supervisors

ATTEST:

IAN M. GOLDBERG, Clerk
Solano County Board of Supervisors

By: _____
Alicia Draves, Chief Deputy Clerk

RESOLUTION NO. 2026 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS DELEGATING
AUTHORITY TO THE DIRECTOR OF HEALTH AND SOCIAL SERVICES OR THE
HEALTH OFFICER FOR AIDS MASTER GRANT AGREEMENT
WITH THE STATE OF CALIFORNIA**

Whereas, the State of California funds public health services to the residents of Solano County through many different standard agreements, including the AIDS Master Grant Agreement, which is comprised of several different components, each with a State standard agreement and a memorandum of understanding (MOU); and

Whereas, these AIDS Master Grant Agreements are usually subsequently amended throughout the fiscal year and are sent from the State at separate times; and

Whereas, the State requires the Board of Supervisors to approve the agreements, which is granted upon the Board's approval of the Master List of Contracts; and

Whereas, the State will accept the signature of the Director of Health and Social Services or the Health Officer on an MOU or standard agreement as sufficient to bind the County if the Board of Supervisors has authorized a resolution delegating such an authority.

Resolved, that the Solano County Board of Supervisors hereby authorizes approval of the State of California AIDS Master Grant Agreements and authorizes the Director of Health and Social Services or the Health Officer to execute the State's standard agreements and its components, provided that no changes will negatively impact the County General Fund.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on June 23, 2026, by the following vote:

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

MONICA BROWN, Chair
Solano County Board of Supervisors

ATTEST:
IAN M. GOLDBERG, Clerk
Solano County Board of Supervisors

By: _____
Alicia Draves, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	24	Status:	Consent Calendar
Type:	Contract	Department:	Health and Social Services
File #:	26-526	Contact:	Emery Cowan, 784-8400
Agenda date:	06/23/2026	Final Action:	

Title: Approve the Napa/Solano Area Agency on Aging Master List of 17 service contracts for a total of \$4,198,272 for the period of July 1, 2026, through June 30, 2027, to provide services to older adults in Napa and Solano Counties; Approve two California Department of Aging revenue agreements for a total of \$357,450 for the period of July 1, 2026, through June 30, 2027; Delegate authority to the County Administrator to execute the agreements and any subsequent amendments, with County Counsel concurrence, up to an aggregate of \$74,999 per contract per fiscal year; and Delegate authority to the County Administrator to authorize grant submissions for Napa/Solano Area Agency on Aging equal to or above \$75,000 and the Director of Health and Social Services for grant submissions under \$75,000 to secure funding to maintain existing programs and projects

Governing body: Board of Supervisors

District: All

Attachments: A - NSAAA Expenditure Contracts, B - NSAAA Revenue Contracts

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

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

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services recommends that the Board of Supervisors:

1. Approve the Napa/Solano Area Agency on Aging Master List of 17 service contracts for a total of \$4,198,272 for the period of July 1, 2026, through June 30, 2027, to provide services to older adults in Napa and Solano Counties;
2. Approve two California Department of Aging revenue agreements for a total of \$357,450 for the period of July 1, 2026, through June 30, 2027;
3. Delegate authority to the County Administrator to execute the agreements and any subsequent amendments, with County Counsel concurrence, up to an aggregate of \$74,999 per contract per fiscal year; and
4. Delegate authority to the County Administrator to authorize grant submissions for Napa/Solano Area Agency on Aging equal to or above \$75,000 and the Director of Health and Social Services for grant submissions under \$75,000 to secure funding to maintain existing programs and projects.

SUMMARY:

The Napa/Solano Area Agency on Aging (N/SAAA) is responsible for distributing funds received from the California Department of Aging for Planning and Service Area 28 Older Americans Act services covering Napa and Solano Counties. Solano County Health and Social Services acts as the administrative entity for the NSAAA and is requesting the Board approve 17 service contracts utilizing funds awarded by the California Department of Aging for FY2026/27. In addition, H&SS and the N/SAAA is requesting the Board approve two revenue agreements for FY2026/27.

The list of the 17 service contracts is in Attachment A. The list of two revenue contracts is in Attachment B. The contracts will be presented to the N/SAAA at the Oversight Board Meeting on June 22, 2026. Should the Oversight Board not approve one or more contracts, they will be removed from consideration for Board approval.

FINANCIAL IMPACT:

The 17 contracts are funded with federal and State funds awarded by the California Department of Aging to the Napa/Solano Area Agency on Aging in FY2026/27. Appropriations for these contracts are included in the Department's FY2026/27 Recommended Budget. There is no additional impact on the County General Fund.

DISCUSSION:

The Board is being asked to authorize the County Administrator to execute contracts for the following service providers for the period of July 1, 2026, to June 30, 2027:

1. Collabria Care - \$77,273 to support infrastructure needed to stand up the Aging and Disability Resource Connection in Napa County.
2. Collabria Care - \$73,643 to provide caregiver support and respite services to caregivers in Napa County.
3. Community Action of Napa Valley - \$571,546 to provide home-delivered and congregate meals to seniors living in Napa County.
4. Community Action of Napa Valley - \$153,383 to provide home-delivered meals to seniors living in Napa County.
5. Empowered Aging - \$282,072 to provide Ombudsman services in Solano County.
6. Faith in Action - \$74,980 to provide volunteer rides to medical appointments to seniors living in Solano County.
7. Food is Free Bay Area - \$102,520 to provide meal boxes to seniors in Solano County.
8. Independent Living Resources of Solano and Contra Costa Counties - \$170,000 to support infrastructure needed to stand up the Aging and Disability Resource Connection in Solano County.
9. Independent Living Resources of Solano and Contra Costa Counties - \$80,000 to support the

Cash/Material Aid program assisting clients in emergency situations, and the Residential Repairs/Modifications program for eligible participants in need of home repairs or modifications in Solano County.

10. Independent Living Resources of Solano and Contra Costa Counties - \$70,000 to provide case management and person-centered assistance to seniors who need assistance managing daily living tasks in Solano County.
11. Innovative Health Solutions - \$517,372 to provide congregate meals to seniors living in Solano County.
12. Legal Services of Northern California - \$88,000 to provide free legal aid services to Napa and Solano Counties' seniors.
13. Meals on Wheels Solano County - \$425,419 to provide home-delivered meals (funded with Modernizing Older Americans Act revenue) to seniors in Solano County.
14. Meals on Wheels Solano County - \$1,067,861 to provide home-delivered meals (funded with Title IIIC-2 revenue) to seniors in Solano County.
15. Molly's Angels of Napa Valley - \$122,020 to provide transportation to homebound seniors living in Napa County and friendly calling to homebound seniors living in Napa and Solano Counties.
16. Molly's Angels of Napa Valley - \$177,483 to provide Ombudsman services in Napa County.
17. North Coast Opportunities - \$144,700 to provide case management, respite care, information, and access to family caregivers serving Solano County.

These contracts contain language specific to the services provided in accordance with California Department of Aging requirements, including service delivery, units of service, and unduplicated client totals. Data is reported monthly to the Napa/Solano Area Agency on Aging. During the contract period, each service provider will undergo a program and fiscal review by Napa/Solano Area Agency on Aging staff. Findings will be provided to the Napa/Solano Area Agency on Aging Advisory Council, the Napa/Solano Area Agency on Aging Oversight Board, and the Boards of Supervisors for Napa and Solano Counties.

ALTERNATIVES:

The Board may choose not to approve these 17 expenditure contracts or two revenue contracts that provide services to older adults. This is not recommended because these contracts offer vital services and activities to older adults in Solano and Napa Counties.

OTHER AGENCY INVOLVEMENT:

Napa/Solano Area Agency on Aging staff, Napa/Solano Area Agency on Aging Oversight Board, Napa/Solano Area Agency on Aging Advisory Council, Napa County, and Solano County Counsel were involved in developing this agenda item and the vendor contracts.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Line #	Contract Number	Contractor	FY 2026/27 Contract Amount	End Date	County General Fund %
1	AD-2627-09	Collabria Care	\$77,273	6/30/2027	0%
2	AP-2627-29	Collabria Care	\$73,643	6/30/2027	0%
3	AP-2627-01	Community Action of Napa Valley	\$571,546	6/30/2027	0%
4	NM-2627-04	Community Action of Napa Valley	\$153,383	6/30/2027	0%
5	AP-2627-10	Empowered Aging	\$282,072	6/30/2027	0%
6	AP-2627-02	Faith in Action	\$74,980	6/30/2027	0%
7	AP-2627-53	Food is Free Bay Area	\$102,520	6/30/2027	0%
8	AP-2627-08	Independent Living Resources of Solano & Contra Costa Counties	\$170,000	6/30/2027	0%
9	AP-2627-50	Independent Living Resources of Solano & Contra Costa Counties	\$80,000	6/30/2027	0%
10	AP-2627-51	Independent Living Resources of Solano & Contra Costa Counties	\$70,000	6/30/2027	0%

11	AP-2627-52	Innovative Health Solutions	\$517,372	6/30/2027	0%
12	AP-2627-05	Legal Services of Northern California	\$88,000	6/30/2027	0%
13	NM-2627-03	Meals on Wheels Solano County	\$425,419	6/30/2027	0%
14	AP-2627-06	Meals on Wheels Solano County	\$1,067,861	6/30/2027	0%
15	AP-2627-08	Molly's Angels of Napa Valley	\$122,020	6/30/2027	0%
16	AP-2627-26	Molly's Angels of Napa Valley	\$177,483	6/30/2027	0%
17	AP-2627-16	North Coast Opportunities	\$144,700	6/30/2027	0%

Due to file size, the contract documents can be accessed via the links, in addition to being on file with the Clerk of the Board.

Line #	Contract Number	Contractor	FY 2026/27 Contract Amount	End Date	County General Fund %
1	AD-2627-25	California Department of Aging	\$267,450	6/30/2027	0%
2	AD-2627-26	California Department of Aging	\$90,000	6/30/2027	0%



Solano County

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

Agenda Submittal

Agenda #:	25	Status:	Consent Calendar
Type:	Resolution	Department:	Board of Supervisors
File #:	26-507	Contact:	Elena D'Agustino, 784-6724
Agenda date:	06/23/2026	Final Action:	
Title:	Adopt a resolution approving the appointment of a retired annuitant Mental Health Clinician - Licensed (Limited-Term Project) to perform the services funded under the two-year Office of the State Public Defender (OSPD) Expanded Public Defense Services (Holistic Defense) Grant through May 15, 2028		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Retired Annuitant Resolution		

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

DEPARTMENTAL RECOMMENDATION

The Public Defender recommends that the Board of Supervisors approve a resolution appointing a retired annuitant Mental Health Clinician - Licensed (Limited-Term Project) to perform the services funded under the two-year Office of the State Public Defender (OSPD) Expanded Public Defense Services (Holistic Defense) Grant through May 15, 2028

SUMMARY/DISCUSSION:

The State created the Expanded Public Defense Grant Program to encourage holistic defense in public defender offices. Solano County was awarded \$440,601 from OSPD for the project "Expanding Mitigation Services to Solano County Public & Alternate Defender Clients." The grant period began February 1, 2026. Services are to be provided through May 15, 2028, and all grant funds expire on June 1, 2028.

On October 7, 2025, the Board approved submission of the grant application, and on January 13, 2026, the Board approval acceptance of the funds and issued a resolution amending the list of Numbers and Classifications of Positions to add 1.0 FTE Mental Health Clinician (Licensed) (Limited-Term Project) for February 1, 2026, to May 15, 2028.

The Public Defender received funding for a Limited Term - Project Mental Health Clinician (Licensed) to conduct psychosocial assessments, individualized treatment plans, and sentencing recommendations for clients. Despite three recruitments for the role, no suitable candidates were hired.

The Public Defender is requesting approval to hire a retired annuitant, Kathleen O'Meara, Ph.D. as a Mental Health Clinician (Licensed).

FINANCIAL IMPACT:

The cost for this position is entirely offset by available from funding from the OSPD Grant and would have no financial impact on the County General Fund.

The cost associated with preparing the agenda item is nominal and absorbed by the department's FY2025/26 Working Budget.

ALTERNATIVES:

The Board of Supervisors could choose not to adopt the resolution; however, this is not recommended as it would result in additional delay in attempting to fill the grant-funded position, which would challenge the department's ability to successfully fulfil the grant requirements.

OTHER AGENCY INVOLVEMENT:

The County Administrator's Office, County Counsel and Human Resources have reviewed this submittal.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2026-____

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE APPOINTMENT OF KATHLEEN O'MEARA AS A LIMITED-TERM PROJECT MENTAL HEALTH CLINICIAN (LICENSED) THROUGH MAY 15, 2028

WHEREAS, Government (Gov.) Code section 21221(h) of the Public Employees' Retirement Law permits the governing body to appoint a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, the Solano County Board of Supervisors desires to appoint Kathleen O'Meara Ph.D. as an interim appointment retired annuitant to the vacant position of Limited-Term Project Mental Health Clinician (Licensed) for the Public Defender under Government Code section 21221(h), effective August 3, 2026; and

WHEREAS, the Solano County Board of Supervisors, the Public Defender and Kathleen O'Meara Ph.D. certify that Kathleen O'Meara Ph.D. has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, an appointment under Government Code section 21221(h) requires the retiree is appointed into the interim appointment during recruitment for a permanent appointment; and

WHEREAS, the Solano County Board of Supervisors has authorized the search for a permanent appointment on January 30, 2026; and

WHEREAS, this Government Code section 21221(h) appointment shall only be made once and will end on May 15, 2028; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$11,025.75 and the hourly equivalent is \$63.610109; the minimum base salary for this position is \$9,070.91 and the hourly equivalent is \$52.332195; and

WHEREAS, the hourly rate paid to Dr. Kathleen O'Meara will be \$63.610109; and

WHEREAS, Dr. Kathleen O'Meara has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

NOW, THEREFORE BE IT RESOLVED, the Solano County Board of Supervisors hereby certifies the nature of the employment of Dr. Kathleen O'Meara as described herein that this appointment is necessary to fill the critically needed position of Mental Health Clinician (Licensed) for the Public Defender by August 3, 2026 because The Office of the State Public Defender (OSPD) grant funds supporting this position have already begun, and timely onboarding is required to ensure program compliance, avoid gaps in service delivery, and meet reporting and performance requirements tied to the grant. The Public Defender's Office has conducted multiple recruitment cycles that did not result in a successful hire, creating an urgent staffing shortage that directly impacts the ability to

provide constitutionally required holistic defense services to clients with significant mental health needs. Filling this position by the listed date is therefore essential to fulfill grant obligations.

RESOLVED, the Director of Human Resources is authorized to proceed with next steps for hiring and onboarding the Retired Annuitant subject to completion of any further administrative requirements as determined by the Director of Human Resources.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on June 23, 2026, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

MONICA BROWN, Chair
Solano County Board of Supervisors

ATTEST:
IAN M. GOLDBERG, Clerk
Solano County Board of Supervisors

By: _____
Alicia Draves, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	26	Status:	Consent Calendar
Type:	Contract	Department:	Probation
File #:	26-497	Contact:	Dean Farrah, 784-4803
Agenda date:	06/23/2026	Final Action:	

Title: Approve the Probation Departments Master List of 16 contracts and contract amendments for a total of \$5,590,508 effective July 1, 2026; Delegate authority to the County Administrator to execute contracts and amendments, including any subsequent amendments, with concurrence from County Counsel, up to an annual aggregate of \$74,999 per individual contract; Authorize the Chief Probation Officer to execute any subsequent amendments which are administrative or technical in nature and have no fiscal impact; and Delegate authority to the County Administrator to authorize grant submissions in excess of \$75,000 in order to secure funding to maintain and/or restore service levels for existing programs and projects

Governing body: Board of Supervisors

District: All

Attachments: A - Contracts and Amendments, B - Links to Original Contracts and Amendments, C - Details for Master List of Contracts and Amendments

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

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

DEPARTMENTAL RECOMMENDATION:

The Chief Probation Officer recommends the Board of Supervisors:

1. Approve the Probation Departments Master List of 16 contracts and contract amendments for a total of \$5,590,508 effective July 1, 2026 (Attachment A);
2. Delegate authority to the County Administrator to execute contracts and amendments, including any subsequent amendments, with concurrence from County Counsel, up to an annual aggregate of \$74,999 per individual contract;
3. Authorize the Chief Probation Officer to execute any subsequent amendments which are administrative or technical in nature and have no fiscal impact; and
4. Delegate authority to the County Administrator to authorize grant submissions in excess of \$75,000 in order to secure funding to maintain and/or restore service levels for existing programs and projects.

SUMMARY:

The Probation Department submits a master list of annual contracts and amendments, which are delineated in Attachment A and in the Discussion section herein, represent routine department services that exceed \$74,999 annual compensation requiring Board approval to continue in accordance with the County Purchasing and Contracting Policy Manual. The total amount for FY2026/27 is \$5,590,508 in expenditures with a combined contract maximum amount of \$27,684,494.

FINANCIAL IMPACT:

The contracts and amendments totaling \$5,590,508 are funded with a combination of \$3,807,612 in State and Federal funds and \$1,782,896 in County General funds. The Probation Department's FY2026/27 Recommended Budget includes sufficient appropriations to cover the anticipated contract costs. The County's Standard Contract allows for the County to terminate or amend a contract if funding becomes unavailable during the term of the contract.

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2025/26 Working Budget.

DISCUSSION:

The 16 contracts and contract amendments are needed to support youth correctional and probation operations. Two of the contracts are brand new contractors/vendors; however, they provide for continuation of existing services. The new contracts with existing contractors/vendors contain no significant changes from the prior contracts for services and provide for the continuation of existing services. The contract amendments contain no significant changes from their respective contracts. The amendments extend the current respective contracts for up to one additional year, increase the total compensation to reflect FY2026/27 projected expenditures, and, where applicable, include a FY2026/27 program budget.

Below is a brief description of some of the most significant contracts. The full details and links to all the contracts can be found in Attachment A, B, and C.

Aramark Correctional Services: As a result of a Request for Proposal (RFP) issued by the department in November 2021, Aramark Correctional Services was selected as the best-evaluated proposer to provide food service management and oversight to the JDF. Aramark prepares meals using on-site cook-serve food management services. They provide one on-site manager to coordinate and manage all aspects of food service operations, as well as on-site food service staff. This mandated service is necessary to provide nutritious, basic meals to youth in detention. The current contract expires on June 30, 2026. The recommended amendment (Third Amendment) increases the contract's total compensation and provides for a one-year extension of services through June 30, 2027.

California Forensic Medical Group - Medical Services: As the result of a Request for Proposal (RFP) awarded by the Solano County Sheriff's Office, the Department entered into an agreement with the California Forensic Medical Group (CFMG) effective on July 1, 2021, to provide on-site medical services to youth placed at the JDF. CFMG is responsible to provide youth with mandated primary medical care, address acute symptoms and/or conditions, and avoid preventable deterioration of health while in confinement under the applicable provisions of the California Code of Regulations, Title 15, Health Services and adheres to all policies and regulations. The current contract expires on June 30, 2026. The recommended amendment (Sixth Amendment) increases the contract's total compensation and provides for a one-year extension of services

through June 30, 2027.

Health Management Associates (HMA): The California Department of Health Care Services (DHCS) launched the CalAIM initiative in January 2022, including the Section 1115 Justice-Involved (JI) Reentry Waiver approved on January 26, 2023. This waiver allows eligible incarcerated individuals to receive pre-release Medi-Cal enrollment, behavioral health services, and enhanced care management to support successful community reintegration. The Solano County Probation Department has been working with Health Management Associates (HMA) to support planning and implementation efforts related to the CalAIM Justice-Involved Initiative. Most recently, the Department was awarded the Providing Access and Transforming Health - Justice-Involved (PATH-JI) Round 4 grant to continue implementation activities and operational readiness efforts. As the Department prepares for the CalAIM Justice-Involved Initiative go-live date of October 1, 2026, continued technical assistance and implementation support from HMA remain critical to ensure compliance with State requirements and successful program implementation. HMA has provided expertise in workflow development, cross-agency coordination, Medi-Cal transformation, and health system integration, and will continue assisting the County in operationalizing the Justice-Involved Initiative and supporting long-term program sustainability. The current contract expires on November 1, 2026. The recommended amendment (First Amendment) increases the contract's total compensation and provides for a seven-month extension of services through June 30, 2027.

Solano County Office of Education - Education Support, Career-Planning & Tutoring

To offer youth at JDF and in the community a higher level of educational support, SCOE provides a certificated teacher who offers one-on-one tutoring, homework assistance, and high school and college guidance counseling. Youth under supervision historically struggle to keep up in school and the Department recognizes the need to intensify services. Historically, a community-based organization has provided limited tutoring services. By expanding the program, the Department increased the level of support provided to youth who are struggling with their formal education. The certificated teacher provides services both at the JDF and at the Youth Achievement Center (YAC). *The recommended twelve-month contract provides services from July 1, 2026, through June 30, 2027.*

Solano County Office of Education - Mental Health Focused Program

The Solano County Office of Education (SCOE) facilitates ongoing therapeutic group sessions focused on trauma and mental health well-being provided by a behavioral health clinician who provides weekly one-on-one individualized counseling sessions with youth at the JDF. The clinician utilizes an incentivized approach in collaboration with JDF to engage youth and provide training to JDF staff on relevant topics that best serve and support at-risk youth. This service provides more intensive opportunities to engage youth in a scheduled weekly individualized session and allows for collaboration with ongoing training to JDF staff on best practices when dealing with youth that exhibit mental health needs. On February 7, 2023, the parties amended the contract (First Amendment) to increase compensation. On July 1, 2023, the parties amended the contract (Second Amendment) to extend the term and increase compensation. On July 1, 2024, the parties amended the contract (Third Amendment) to extend the term and increase compensation. On July 1, 2025, the parties amended the contract (Fourth Amendment) to extend the term and increase compensation. The current contract expires on June 30, 2026. *The recommended amendment (Fifth Amendment) increases the contract's total compensation and provides for a twelve-month extension of services through June 30, 2027.*

Below is a brief description of the two new contractors. The full details and links to the contracts can be found in Attachment A, B, and C.

Bay Area Community Resources (BACR): Bay Area Community Resources (BACR) is recommended to operate and manage the Solano THRIVE Center (THRIVE) in Fairfield due to its extensive experience providing community-based youth and family services, behavioral health support, educational enrichment, and trauma-informed programming throughout Northern California.

BACR has demonstrated the organizational capacity, infrastructure, and expertise necessary to coordinate and sustain a comprehensive, multigenerational “one-stop” community center model that aligns with the County’s vision for THRIVE. Their experience working collaboratively with schools, local government agencies, community-based organizations, and underserved populations positions BACR to effectively implement integrated services that address the educational, behavioral health, and basic needs of families and youth.

The Department determined that BACR’s service delivery model supports the mission of THRIVE by creating a welcoming, accessible, and culturally responsive environment where families can access services in a centralized location. BACR’s ability to provide programming during and outside of standard school hours, including summer and intersession periods, further supports continuity of care and engagement for youth and families.

Additionally, BACR’s experience in operating youth-centered and prevention-focused programs will assist the County in advancing early intervention strategies, strengthening family stability, improving access to supportive services, and fostering positive youth development outcomes within the community.

Approval of this agreement will allow the County to establish and operationalize the Solano THRIVE Center as a coordinated hub of services designed to support the long-term well-being of Solano County youth and families. The recommended one-year contract provides services from July 1, 2026 through June 30, 2027.

Medusind: Medusind is a healthcare revenue cycle management company that provides end-to-end medical and behavioral health billing solutions for healthcare organizations nationwide. The company has more than 20 years of experience supporting healthcare providers, community health centers, behavioral health organizations, and multi-specialty medical groups.

The proposed agreement with Medusind will support the Solano County Probation Department’s ongoing CalAIM Justice-Involved Initiative implementation efforts by improving reimbursement collection, reducing claim denials, enhancing compliance with healthcare billing requirements, and streamlining administrative processes related to medical and behavioral health services.

The agreement will also support the County’s ability to maximize eligible Medi-Cal reimbursement opportunities, improve claims processing efficiency, ensure compliance with evolving CalAIM billing and documentation requirements, and reduce administrative burdens associated with healthcare coding, encounter data submission, and reimbursement processes. The recommended one-year contract provides services from July 1, 2026, through June 30, 2027.

The remaining nine contract and contract amendment details can be found in Attachment A and C and are with the following vendors: Aldea (Substance Use Disorder Services); Alternative Restorative Communities XL Mentoring (JDF Mentoring Services); Catalis Courts (Software Support); Justice Benefits (Time Study Analysis); MILPA (Culturally relevant training for youth); Saki Cabera (Data Evaluator); SCRAM (Location & Sobriety Monitoring); Seneca (Mental Health Services); and Third Sector (Technical Assistance for THRIVE Center).

Delegation of Authority to Authorize Grant Submissions: The Probation Department regularly seeks State, federal, and private grants to support, maintain, and/or restore existing programs and services. In general, grant announcements are issued with short timelines for submission. Delegating authority to the County Administrator to approve the submission of grant applications over will allow for maximum flexibility in applying for additional funding, allow for timely grant submission, and help maintain client services. If the grant is awarded, the Probation Department will return to the Board for appropriation of any funding received.

ALTERNATIVES:

The Board of Supervisors could choose from the following alternatives:

1. Not approve some or all the contracts or amendments. This alternative is not recommended since non-approval by the Board will result in an interruption of vital and/or mandated services provided by the Department; and/or
2. To address some or all these contracts individually. This alternative is not recommended as these services are ongoing and routine in nature and are essentially unchanged from year to year. This alternative would require the Department to present individual board agenda items; and/or
3. Not authorize the Chief Probation Officer to approve and execute any future contract amendments. This alternative is not practical as it would require the Department to request Board approval for routine matters such as minor technical changes. Furthermore, over the last ten years, the Board has granted the Chief Probation Officer authority over these responsibilities.
4. Not to authorize the County Administrator to authorize grant submissions in excess of \$75,000. This alternative is not recommended as it would delay the Department's ability to apply for additional funding opportunities to maintain client services and supports and Department operations.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved all contracts and amendments included on this list for legal sufficiency.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

*Due to file size, these documents can be accessed via the links in the list below, in addition to being on file with the Clerk of the Board

PROBATION DEPARTMENT CONTRACT AND AMENDMENT LIST FY2026-27

Attachment A

	Contractor/Amendment Number	Service Description	Recommended Action	Current Contract Maximum Amount (\$)	Increased Contract Amount (\$)	Total Contract Maximum Amount (\$)	FY2026/27 Costs (\$)	Contract General Fund Amount Increase	Contract State/Fed Grant Funding Increase
	Aldea - First Amendment	Substance Use Disorder Services	Extend term 1 year through June 30, 2027 and increase compensation	\$300,000	\$300,000	\$600,000	\$300,000	\$0	\$300,000
	Alternative Restorative Communities XL Mentoring	Community XL Mentoring Program for juvenile clients in Probation and Juvenile Detention Facility (JDF)	Approve new contract through June 30, 2027	\$0	\$87,880	\$87,880	\$87,880	\$0	\$87,880
	Aramark - Third Amendment	Food services at JDF	Extend term 1 year through June 30, 2027 and increase compensation	\$1,650,000	\$450,000	\$2,100,000	\$450,000	\$225,000	\$225,000
	Bay Area Community Resources	Youth, families, and communities, especially those facing economic hardship or social challenges.	Approve new contract through June 30, 2027	\$0	\$250,002	\$250,002	\$250,002	\$0	\$250,002
	Catalis - Third Amendment	Software support for CeAssessments	Extend term 1 year through June 30, 2027 and increase compensation	\$188,145	\$71,715	\$259,860	\$71,715	\$71,715	\$0
	CFMG - Sixth Amendment	Medical Services for Juvenile Detention Facility	Extend term 1 year through June 30, 2027 and increase compensation	\$10,722,987	\$2,431,241	\$13,154,228	\$2,431,241	\$1,215,620	\$1,215,621

*Due to file size, these documents can be accessed via the links in the list below, in addition to being on file with the Clerk of the Board

	Contractor/Amendment Number	Service Description	Recommended Action	Current Contract Maximum Amount (\$)	Increased Contract Amount (\$)	Total Contract Maximum Amount (\$)	FY2026/27 Costs (\$)	Contract General Fund Amount Increase	To Contract State/Fed Grant Funding Increase
	Health Management Associates - First Amendment	Access and Transforming Health Justice-Involved (PATH-JI) Reentry Initiatives to the County	Extend term 1 year through June 30, 2027 and increase compensation	\$760,000	\$350,000	\$1,110,000	\$350,000	\$0	\$350,000
	Justice Benefits - Sixth Amendment	Assist Department in completing time study moments and analysis needed to submit quarterly Title IV-E claims for reimbursement	Extend term 1 year through June 30, 2027 and increase compensation	\$355,000	\$40,000	\$395,000	\$40,000	\$40,000	\$0
	Medusind	Medical and dental billing solutions for CalAIM revenues	Approve new contract through June 30, 2027	\$0	\$100,000	\$100,000	\$100,000	\$0	\$100,000
	MILPA	Evidence-based culturally relevant training program designed to strengthen protective factors among male Latino youth	Approve new contract through June 30, 2027	\$0	\$83,600	\$83,600	\$83,600	\$0	\$83,600
	Saki Cabrera - Second Amendment	Data Evaluator	Extend term through September 30, 2027 and increase compensation	\$200,000	\$50,000	\$250,000	\$50,000	\$0	\$50,000
	SCOE Behavioral Health - Fifth Amendment	Trauma and mental health treatment for youth detained at the Juvenile Detention Facility	Extend term 1 year through June 30, 2027 and increase compensation	\$1,575,111	\$354,709	\$1,929,820	\$354,709	\$230,561	\$124,148

*Due to file size, these documents can be accessed via the links in the list below, in addition to being on file with the Clerk of the Board

	Contractor/Amendment Number	Service Description	Recommended Action	Current Contract Maximum Amount (\$)	Increased Contract Amount (\$)	Total Contract Maximum Amount (\$)	FY2026/27 Costs (\$)	Contract General Fund Amount Increase	To Contract State/Fed Grant Funding Increase
	SCOE Education Support, Career-Planning and Tutoring	Educational support and tutoring services for youth in the community and youth at the Juvenile Detention Facility	Approve new contract through June 30, 2027	\$0	\$346,361	\$346,361	\$346,361	\$0	\$346,361
	SCRAM - Third Amendment	Location and sobriety monitoring	Extend term 1 year through June 30, 2027 and increase compensation	\$1,406,000	\$375,000	\$1,781,000	\$375,000	\$0	\$375,000
	Seneca - First Amendment	Provide county-referred youth and their families with in-home therapeutic services	Extend term 1 year through June 30, 2027 and increase compensation	\$4,373,806	\$200,000	\$4,573,806	\$200,000	\$0	\$200,000
	Third Sector Capital Partners - Second Amendment	Provides ongoing technical assistance to the Department and its partners to sustain the THRIVE Center in 2026	Extend term 1 year through September 30, 2026 and increase compensation	\$562,937	\$100,000	\$662,937	\$100,000	\$0	\$100,000
			Totals	\$22,093,986	\$5,590,508	\$27,684,494	\$5,590,508	\$1,782,896	\$3,807,612

SOLANO COUNTY PROBATION – ORIGINAL CONTRACT AND AMENDMENT LIST

ATTACHMENT B

Due to the file size, the following documents can be accessed via the link(s) in the list below, in addition to being on file with the Clerk of the Board.

1. [Aldea - Contract](#)
2. [Aldea - First Amendment](#)
3. [Alternative Restorative Communities XL Mentoring - Contract](#)
4. [Aramark - Contract](#)
5. [Aramark - First Amendment](#)
6. [Aramark - Second Amendment](#)
7. [Aramark - Third Amendment](#)
8. [Bay Area Community Resources - Contract](#)
9. [Catalis - Contract](#)
10. [Catalis - First Amendment](#)
11. [Catalis - Second Amendment](#)
12. [Catalis - Third Amendment](#)
13. [CFMG - Executed Contract](#)
14. [CFMG - First Amendment](#)
15. [CFMG - Second Amendment](#)
16. [CFMG - Third Amendment](#)
17. [CFMG - Fourth Amendment](#)
18. [CFMG - Fifth Amendment](#)
19. [CFMG - Sixth Amendment](#)
20. [Health Management Associates - Contract](#)
21. [Health Management Associates - First Amendment](#)
22. [Justice Benefits - Contract](#)
23. [Justice Benefits - First Amendment](#)
24. [Justice Benefits - Second Amendment](#)
25. [Justice Benefits - Third Amendment](#)
26. [Justice Benefits - Fourth Amendment](#)
27. [Justice Benefits - Fifth Amendment](#)
28. [Justice Benefits - Sixth Amendment](#)
29. [Medusind - Contract](#)
30. [MILPA - Contract](#)
31. [Saki Cabrera - Contract](#)
32. [Saki Cabrera - First Amendment](#)
33. [Saki Cabrera - Second Amendment](#)
34. [SCOE Behavioral Health - Contract](#)
35. [SCOE Behavioral Health - First Amendment](#)
36. [SCOE Behavioral Health - Second Amendment](#)
37. [SCOE Behavioral Health - Third Amendment](#)
38. [SCOE Behavioral Health - Fourth Amendment](#)
39. [SCOE Behavioral Health - Fifth Amendment](#)
40. [SCOE Education Support, Career-Planning and Tutoring - Contract](#)
41. [SCRAM - Contract](#)

SOLANO COUNTY PROBATION – ORIGINAL CONTRACT AND AMENDMENT LIST

42. [SCRAM - First Amendment](#)
43. [SCRAM - Second Amendment](#)
44. [SCRAM - Third Amendment](#)
45. [Seneca - Contract](#)
46. [Seneca - First Amendment](#)
47. [Third Sector Capital Partners - Contract](#)
48. [Third Sector Capital Partners - First Amendment](#)
49. [Third Sector Capital Partners - Second Amendment](#)

Details for Master List of Contracts and Amendments FY2026/27

Aldea: Aldea provides a comprehensive substance use treatment program for youth ages 12-25 under the supervision of the Department, both in the community and at the Juvenile Detention Facility (JDF). Aldea is the only Drug Medi-Cal certified provider of youth behavioral treatment services and can bill for services under the County's regional Drug Medi-Cal model administered by Partnership Health. Payments for services under this contract cover Non-Drug Medi-Cal billable services to ensure a comprehensive program is provided for youth. Youth in detention are not eligible for Medi-Cal funded services until 90 days prior to release and the intent is to ensure the treatment level meets the assessed need of each individual youth regardless of Medi-Cal eligibility. This contract will allow youth in and out of detention to receive a substance use disorder (SUD) assessment and treatment, which are not currently available in the Department. Identified as critical needs in both the Juvenile Justice Coordinating Council (JJCC) Multiagency Action Plan and the SB 823 (DJJ Realignment) Plan, services to be provided under this agreement include a structured program inclusive of assessment, individual treatment, group treatment, and aftercare for youth and young adults with substance use disorders. The current contract expires on June 30, 2026. The recommended amendment (First Amendment) increases the contract's total compensation and provides for a one-year extension of services through June 30, 2027.

Alternative Restorative Communities, LLC. – XL Mentoring Contract: Alternative Restorative Communities (ARC) is a long-time County partner that provides a variety of evidence-based youth development and youth recidivism-reducing programs in support of the Probation Department's overall mission to reduce recidivism and increase pro-social supports in the lives of youth served and supervised by Probation in both the community and detention settings. ARC utilizes the best practices of mentoring and engages a lived experience community of volunteers and staff to offer mentoring services. This contract represents a portion of services that are required for the D Department to fully meet juvenile justice reform mandates that focus on strength-based services and youth-centered program models. Driven by the Department's overarching framework of youth development, Search Institute's 40 Developmental Assets, ARC works closely with Probation staff to achieve impacts in the Assets of Support, Empowerment, Boundaries and Expectations, and Constructive Use of Time. The recommended one-year contract provides services from July 1, 2026 through June 30, 2027.

Catalis Courts and Land Records, LLC: The Department entered into an agreement with Catalis Courts and Land Records, LLC on July 1, 2023, to host and provide software support for Ce Assessments Solutions. Ce Assessments allows users to seamlessly administer instruments, interpret results, and examine client assessments within one intuitive system while eliminating the need for manual assessments or multiple systems for various assessments. Ce Assessments also has the ability to produce electronic case plans and data reports for the elements of the assessment and case plans. This solution supports evidence-based practices for criminal justice agencies with advanced functionality, such as automatically generated Title IV-E case plans, override capabilities with supervisory approval and specialized real-time aggregate data reports. The aggregate data reports are available in areas such as gender, risk level, needs, ethnicity, worker, unit, and more. Real-time data produced by this solution enables the Department to monitor and manage the needs of clients, and allows managers and administrators to identify treatment gaps, target resources efficiently, and evaluate the Department's population over time. The current contract expires on June 30, 2026. The recommended amendment (Third

Attachment C
Item File #26-497

Amendment) increases the contract's total compensation and provides for a one-year extension of services through June 30, 2027.

Justice Benefits, Inc.: Justice Benefits, Inc. (JBI) specializes in federal revenue maximization for State and local entities that provide specific services to youth that are at risk of entering congregate care. By partnering with JBI, the Department's federal revenue through Title IV-E is secured by documenting the Probation Officer's activities utilizing JBI's web-based system to identify and record claimable activities. In addition, JBI provides staff training and assists the Department in preparing for Federal and State audits. JBI fees are paid after the claims have been reimbursed to the County by the Federal government; therefore, the Department does not incur any costs if revenues are not collected. The current contract expires on June 30, 2026. The recommended amendment (Sixth Amendment) increases the contract's total compensation and provides for a one-year extension of services through June 30, 2027.

MILPA: The Department remains committed to investing in community-based programs that support youth development, violence prevention, leadership training, and positive community engagement. These services are essential in building safer neighborhoods, strengthening families, and creating opportunities for underserved populations. Motivating Individual Leadership for Public Advancement (MILPA) is a nonprofit organization with extensive experience serving youth and families through leadership development, restorative justice practices, mentoring, violence interruption, and culturally responsive community outreach programs. The recommended one-year contract provides services from July 1, 2026, through June 30, 2027.

Saki Cabrera: The purpose of this agreement is to partner with a local evaluator to develop work on various evaluation related initiatives that determine the effectiveness of the programs and services in relation to Prevention/Reduction of Violence & Empowering New Transitions (PREVENT) developmental assets. Dr. Saki Cabrera (Contractor) is a local researcher. Her expertise in community-based program evaluation, local justice systems programs, reentry services and developing culturally responsive programs uniquely positions her to carry out the objectives of this agreement. The current contract expires on June 30, 2026. The recommended amendment (Second Amendment) increases the contract's total compensation and provides for a fifteen-month extension of services through September 30, 2027.

SCRAM of California: The Department issued a competitive Request for Proposals (RFP) in February 2022 to solicit bids for services. For more than a decade, Secure Continuous Remote Alcohol Monitoring (SCRAM) of California has been a committed community partner with multiple location and sobriety monitoring programs throughout the state. SCRAM is the largest SCRAM Systems Preferred Provider in the Western U.S., with a combined 60 years of experience working for and with AMS/SCRAM Systems, is recognized worldwide for their expertise in the science, the technology, and evidence-based sobriety programming. The current contract will expire on June 30, 2026. The recommended amendment (Third Amendment) increases the contract's total compensation and provides for a one-year extension to allow for services through June 30, 2027.

Seneca Family of Agencies: The Department issued a competitive Request for Proposals (RFP) in February 2025 to solicit bids for Youth Prevention Services. After careful consideration of the bid criteria and taking into account the bidders' qualifications as determined by the information provided by the proposals received, as well as the overall price and value to the County, Seneca

Attachment C
Item File #26-497

was selected and awarded to provide these services. Seneca Family of Agencies is a California non-profit mental health agency that provides family-based clinical services, including wraparound services to youth and families in need. Wraparound services are intensive treatment services and interventions that are home-based and designed to reduce a youth's risk of entering congregate care. The goal of wraparound services is to keep the family unit intact. The Department expanded its use of wraparound services in 2019 to provide intervention services for youth that are at-risk of being placed in congregate care (group homes) and to also support youth who are returning to the community from congregate care or the JDF. With nearly 200 youth receiving services and approximately 50 percent of the population at high or very high risk to recidivate, the wraparound program is vital in providing support to youth and families in need of intensive services. Because the Edward Byrne Memorial Justice Assistance Grant (JAG) has been extended, the contract amendment aligns directly with the funding source and program expectations. The recommended amendment (First Amendment) increases the contract's total compensation and provides for a one-year extension of services for the JAG component through June 30, 2027.

Third Sector Capital Partners: The Department procured the services of Third Sector in 2025 to provide technical assistance and strategic planning services to implement the Building Local Continuums of Care to Support Youth Success grant from the federal Department of Justice's Office of Juvenile Justice and Delinquency Prevention (OJJDP). The Department, Third Sector, and various County departments established a prevention and intervention resource center serving Solano County families in the City of Fairfield (THRIVE Center). The THRIVE Center is part of a countywide initiative to prevent adverse childhood experiences for children enrolled in Kindergarten to 8th grade schools and to support their caregivers with the support they need to thrive. The proposed Second Amendment will allow Third Sector to continue to provide ongoing technical assistance to the Department and its partners to sustain the THRIVE Center in 2026 by developing practices and tools for the THRIVE Center's anchor organization to build referral and co-location partnerships and to provide services to young people and their families in the Fall of 2026. The recommended amendment (Second Amendment) increases the contract's total compensation and provides for an extension of services through September 30, 2026.

terrorist events.

The California Office of Emergency Services (CalOES) awards funding through a non-competitive grant process in which each California county's allocation is included in the State's EMPG funding announcement. Solano County's allocation for this cycle is \$201,380. The application deadline was scheduled for August 11, 2025; however, this deadline is subject to change based on Federal approval. CalOES requires a Board Resolution (Attachment A) to be submitted as part of Solano County's application to finalize the acceptance process.

The 2025 EMPG Expenditure Plan (Plan) is summarized in Attachment B and a more detailed description of the Plan follows in the Discussion section.

FINANCIAL IMPACT:

Solano County's FY2025 allocation is \$201,380. FEMA requires that federal grant funds equal the lesser of fifty percent (50%) of the program cost. CalOES has passed this requirement onto its sub-recipients requiring a fifty percent (50%) cash or in-kind match. Solano County's allocation together with a \$201,380 match requirement brings the total to \$402,760 in program funds. The Sheriff intends to fulfill the match obligation via in-kind services of salary and benefit costs from the Solano County Office of Emergency Services (OES) personnel. The Appropriation Transfer Request would increase appropriations by \$201,380 to improve emergency response capabilities through staffing a part-time position, the purchase of necessary equipment, public outreach activities, and the continuation of Alert Solano. These expenditures would be entirely offset with unanticipated grant revenue; therefore, Board approval will not additionally impact the County General Fund. Grant expenditures will be reimbursed by CalOES on a quarterly basis and will not significantly impact the County's cash flow.

The cost associated with preparing the agenda item is nominal and absorbed by the Department's FY2025/26 Working Budget.

DISCUSSION:

Under section 662 of the *Post Katrina Emergency Management Reform Act* (6 U.S.C. § 762) and the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (42 U.S.C. §§ 5121 et seq.), federal funds are provided to assist state and local governments in preparing for all hazards. Title VI of the *Stafford Act* authorizes FEMA to award grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the federal government and the states and their political subdivisions. California's EMPG administers funds to focus on improving emergency management capabilities at the state and local levels.

As part of the State's process for submission of the State's grant application to DHS, Cal OES solicits pre-application information and expenditure plans from California counties prior to FEMA's funding notification. Solano County's proposed 2025 EMPG Expenditure Plan was developed by Solano OES based on Solano OES' assessment and prioritization of operational needs, including those of members of the Emergency Operations Center (EOC) and volunteer response teams. A detailed description of the Plan is enumerated below:

Extra-Help Emergency Services Technician: \$40,000 to continue to fund an extra-help Emergency Services Technician to assist the full-time OES Emergency Services Technician with the maintenance, movement and

inventory of grant-funded equipment and support staff who plan and coordinate training programs. Solano OES has utilized a part-time, extra-help Emergency Services Technician continuously since November 2010 and EMPG has been used to fund this position.

Alert Solano and Pulse Point: \$104,844 to purchase another year of subscription licensing to use the emergency communications suites Everbridge, which is the foundation for Solano County's Unified Mass Notification System (Alert Solano) and PulsePoint. Everbridge includes the following modules: Mass Notification; Community Engagement; Alerting for Public Safety Employees; Resident Connect, and Incident Management. Alert Solano is primarily used to alert residents to life-threatening conditions such as severe weather warnings; fires, floods, and natural disasters; hazardous materials, terrorism warnings; and kidnapped or missing persons. The system may also be used for non-emergency alerts such as community and neighborhood watch warnings. Alert Solano can send alerts and notifications to specific jurisdictions or globally to the entire County. Pulse Point can offer real-time updates from pre-selected incidents because it is directly connected to Sheriff's Dispatch's Computer-Aided-Dispatch system.

Emergency Operations Center: \$26,467 to purchase furniture, computer equipment, and office equipment to increase the number of workstations in the EOC, maintain grant inventory management software, and to purchase general supplies.

Public Awareness: \$20,000 for public outreach activities sponsored to promote community preparedness and Alert Solano to increase its number of subscribers.

Grant Management and Administration: \$10,069 to offset the salary and benefits costs of the Sheriff's Office Accountant performing grant administrative activities.

Solano County OES will manage and coordinate the program projects including a reallocation of certain expenses to meet the needs of specific projects.

ALTERNATIVES:

The Board of Supervisors could choose not to authorize participation in the program; however, this alternative is not recommended as non-participation may negatively impact the County's response to emergencies and disasters. Additionally, this alternative is not fiscally prudent as funds would be redistributed to other counties and without these funds, the Sheriff's Office does not have sufficient appropriations to carry out the activities.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2026 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS APPROVING PARTICIPATION IN THE 2025 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM, AFFIRMING THE GRANT EXPENDITURE PLAN, AND AUTHORIZING THE SHERIFF OR HIS DESIGNEES TO TAKE ANY ACTIONS NECESSARY FOR THE PURPOSE OF OBTAINING FEDERAL FINANCIAL ASSISTANCE THROUGH THE 2025 EMERGENCY MANAGEMENT PERFORMANCE GRANT AND TO ADMINISTER THE GRANT

Whereas, the State of California’s Office of Emergency Services annually allocates federal funds administered through the State’s Emergency Management Performance Grant Program for the purpose of improving emergency management capabilities at the state, local, and tribal levels to improve preparedness, mitigation, response, and recovery efforts for all hazards; and

Whereas, the County of Solano has been allocated to receive \$201,380 in Emergency Management Performance Grant funds; and

Whereas, the Solano County Sheriff’s Office of Emergency Services has prepared the 2025 Emergency Management Performance Expenditure Plan and application for funding to be submitted to the State of California’s Office of Emergency Services.

Resolved, the Solano County Board of Supervisors approves the participation of Solano County in the 2025 Emergency Management Performance Grant program for the period of July 1, 2025 through June 30, 2027, affirms the grant expenditure plan, and, pending County Counsel concurrence, authorizes the Solano County Sheriff, Undersheriff, Director of Administrative Services, or Emergency Services Manager to execute the grant agreement on behalf of the County of Solano, for the purpose of obtaining federal financial assistance through the 2025 Emergency Management Performance Grant provided by the Federal Department of Homeland Security and sub-awarded through the State of California to include acceptance and administration of the grant and to sign associated amendments, modifications, and reimbursement forms, and to execute any service contracts and subsequent amendments itemized in the grant expenditure plan necessary to fulfill the County of Solano’s responsibilities under the grant program.

Further Resolved, Solano County agrees to appropriate and expend all matching funds required and that grant funds shall not be used to supplant existing Solano County funds appropriated for the same purpose.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on June 23, 2026, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

MONICA BROWN, Chair
Solano County Board of Supervisors

ATTEST:
IAN M. GOLDBERG, Clerk
Board of Supervisors

By: _____
Alicia Draves, Chief Deputy Clerk

2025 EMPG Expenditure Plan

Sheriff's Office	EH Staffing	\$	40,000
Sheriff's Office	Public Alert and Warning	\$	104,844
Sheriff's Office	EOC Support	\$	26,467
Sheriff's Office	Public Awareness	\$	20,000
Sheriff's Office	Grant Management and Administration	\$	10,069
Subtotal for County		\$	201,380
GRANT TOTAL		\$	201,380



Solano County

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

Agenda Submittal

Agenda #:	28	Status:	Consent Calendar
Type:	Resolution	Department:	Sheriff's Office
File #:	26-527	Contact:	Robyn Rains, 784-1600
Agenda date:	06/23/2026	Final Action:	
Title:	Adopt a resolution approving participation in the 2025 Homeland Security Grant Program (HSGP) for the period October 1, 2025 through May 31, 2028, affirming the grant expenditure plan and authorizing the Sheriff, Undersheriff, and Director of Administrative Services to take any actions necessary to obtain and administer the grant, and pending County Counsel concurrence, sign all grant related documents, any service contracts, and subsequent amendments itemized in the grant expenditure plan; Approve fixed asset purchases of \$201,468 for the Solano Operational Area joint-agency response teams and non-county agencies for a mobile breathing support unit and hazardous material detection equipment; Approve fixed asset purchases of \$204,549 for a message sign board trailer equipment, automated license plate readers, vehicle barrier equipment and an all-terrain vehicle; and Approve an Appropriation Transfer Request recognizing \$490,915 in unanticipated grant revenue offset with grant expenditures based on the grant expenditure plan (4/5 vote required)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - BOS 2025 HSGP Resolution		

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

DEPARTMENTAL RECOMMENDATION:

The Sheriff recommends that the Board of Supervisors:

1. Adopt a resolution approving participation in the 2025 Homeland Security Grant Program (HSGP) for the period October 1, 2025 through May 31, 2028, affirming the grant expenditure plan and authorizing the Sheriff, Undersheriff, and Director of Administrative Services to take any actions necessary to obtain and administer the grant, and pending County Counsel concurrence, sign all grant related documents, any service contracts, and subsequent amendments itemized in the grant expenditure plan;
2. Approve fixed asset purchases of \$201,468 for the Solano Operational Area joint-agency response teams and non-county agencies for a mobile breathing support unit and hazardous material detection equipment;
3. Approve fixed asset purchases of \$204,549 for a message sign board trailer equipment, automated license plate readers, vehicle barrier equipment and an all-terrain vehicle; and
4. Approve an Appropriation Transfer Request of \$490,915 for FY2025/26 to recognize unanticipated grant

revenue offset with grant expenditures per the grant expenditure plan (4/5 vote required).

SUMMARY

On May 13, 2025, the Federal Emergency Management Agency (FEMA) released a notification of funding availability under its 2025 Homeland Security Grant Program (HSGP) through the U.S. Department of Homeland Security (DHS). These are federal funds allocated to the states to improve prevention and protection capabilities at the state and local levels to prevent terrorism and other catastrophic events, and to prepare for threats and hazards that pose the greatest risk to the security of the United States. States in turn may award funds to counties or their equivalent to provide a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration.

The California Office of Emergency Services (Cal OES) awards funding through a non-competitive grant process in which each California county's allocation is included in the State's HSGP funding announcement. Solano County's allocation is \$490,915. Due to changes in the staffing levels at the Federal Emergency Management Agency (FEMA) and the funding concerns with the U.S. Department of Homeland Security, the State application deadline was moved from Fall of 2025 and is now expected to be scheduled for July 2026. CalOES requires a Board resolution (Attachment A) to be submitted as part of Solano County's application to finalize the acceptance process.

The 2025 HSGP Expenditure Plan (Plan) is detailed in the Discussion section of this report.

FINANCIAL IMPACT:

Solano County's allocation is \$490,915. Although the grant program does not require a match provision, it does require 35% of the total award to be allocated to Law Enforcement Terrorism Prevention-oriented activities and equipment and 30% of the total award be allocated toward six pre-identified National Priorities, with one of the six requiring three percent minimum. The Appropriations Transfer Request would increase appropriations by \$490,915 to make enhancements to catastrophic incident planning, response and recovery through the purchase of necessary equipment and training. The new appropriations would be entirely offset with grant revenue; therefore, Board approval will not impact the County General Fund. Grant expenditures will be reimbursed by CalOES as expenses are incurred, or on a quarterly basis, and will not significantly impact the County's cash flow.

While the application processes is still ongoing, the granting period dates back to October 1, 2025, and all staffing and administration costs pertaining to this grant need to be allocated accordingly in order to claim those expenses; therefore, an Appropriation Transfer Request to allocate the grant expenditure plan is being requested. No fixed asset purchases will be bought until the final grant documents have been received from CalOES.

The cost associated with preparing the agenda item is nominal and absorbed by the department's FY2025/26 Working Budget.

DISCUSSION:

The National Preparedness Goal is for communities to be prepared for all types of disasters and emergencies, specifically to have community-wide capabilities to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greater risk. The National Preparedness System

outlines an organized process for everyone in a community to move forward with preparedness activities to achieve this goal. The 2025 HSGP plays an important role in the implementation of the National Preparedness System and supports it by funding activities that build, sustain, and deliver the core capabilities of Prevention, Protection, Mitigation, Response, and Recovery and National Priorities of Protection of Soft Targets, Information and Intelligence Sharing, Cybersecurity, Domestic Violent Extremism, Community Preparedness, and Election Security. California's HSGP administers funds to focus on improving prevention and protection capabilities at the state and local levels.

As part of the State's process for submission of the State's grant application to DHS, Cal OES solicits pre-application information and expenditure plans from California counties prior to FEMA's funding announcement. The 2025 HSGP Expenditure Plan was developed in consultation with the Solano HSGP Approval Authority Body composed of the Solano County Sheriff, Solano County Public Health Officer, City of Vacaville Fire Chief, Suisun Fire Protection District Fire Chief, and the City of Suisun City Police Chief. Members of the Approval Authority Body are selected by the Police and Fire Chief's Association. A detailed description of the Plan is enumerated below:

Breathing Unit: \$183,000 to purchase breathing units for Vacaville Fire Department to respond to all-hazard events through the purchase of a mobile breathing support unit. This will be stored in a central location by the Vacaville Fire Department.

HazMat Materials Detection Equipment: \$18,468 to enhance the Protection of Soft Targets and Crowded Places. This equipment will assist in effectively and safely mitigate any risk in an event of a terrorist attack.

Message Sign Boards (National Priority): \$55,406 to purchase mobile message board trailer equipment addressing potential election-related disruption. This will be used by law enforcement officers for anti-terrorism activities such as identification of threats at high-risk locations or events, including election activities.

Anti-Vehicle Barrier Trailer (National Priority): \$96,160 to purchase a modular barrier equipment and a transport trailer. These are essential for all-hazards operations, including terrorism prevention and border security.

Automatic License Plate Reader Systems (ALPR): \$36,818 to purchase ALPR systems. This equipment will aid in tracking suspected terrorists and will be equipped with software which can integrate into the Northern California Regional Intelligence Center ALPR program.

ATV: \$16,165 to fund the purchase of an all-terrain vehicle to improve mobility and enable rapid deployment in diverse terrains where traditional vehicles may struggle.

Staffing: \$60,353 to fund an extra-help part-time Project Manager to develop and implement a public awareness and training campaign focused on combating domestic violent extremism. This project supports the National Priority to combat domestic violent extremism.

Management and Administration: \$24,545 to offset salary and benefits costs for Sheriff's Office staff performing grant administration activities.

The Solano County Office of Emergency Services will manage and coordinate the program projects including a reallocation of certain expenses to meet the needs of specific projects.

ALTERNATIVES:

The Board of Supervisors could choose not to authorize participation in the program; however, this alternative is not recommended as non-participation may negatively impact the County's preparedness to secure the Solano Operational Area. Additionally, this alternative is not fiscally prudent as funds would be redistributed to other counties and without the funds, the Sheriff's Office would not have sufficient appropriations to carry out the activities.

OTHER AGENCY INVOLVEMENT:

The Approval Authority Body within the Solano Operational Area approved the proposed application and expenditure plan. The Solano Operational Area, which includes the entire County, is represented by the Solano County Sheriff, Solano County Public Health Officer, city police departments, city fire departments, and local fire protection districts.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2026 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS APPROVING PARTICIPATION IN THE 2025 HOMELAND SECURITY GRANT PROGRAM, AFFIRMING THE GRANT EXPENDITURE PLAN, AND AUTHORIZING THE SHERIFF OR HIS DESIGNEES TO TAKE ANY ACTIONS NECESSARY FOR THE PURPOSE OF OBTAINING FEDERAL FINANCIAL ASSISTANCE THROUGH THE 2025 HOMELAND SECURITY GRANT AND TO ADMINISTER THIS GRANT

Whereas, the State of California’s Office of Emergency Services annually allocates federal funds administered through the State’s Homeland Security Grant Program for the purpose of improving prevention and protection capabilities at the state, local, tribal and territorial levels to prevent terrorism and other catastrophic events and to prepare for threats and hazards that pose the greatest risk to the security of the United States; and

Whereas, the County of Solano has been allocated to receive \$490,915 in Homeland Security Grant funds; and

Whereas, the Solano County Sheriff’s Office has prepared the 2025 Homeland Security Grant Expenditure Plan and application for funding to be submitted to the State of California’s Office of Emergency Services.

Resolved, the Solano County Board of Supervisors approves Solano County’s participation in the 2025 Homeland Security Grant Program for the period of October 1, 2025, through May 31, 2028, affirms the grant expenditure plan, and pending County Counsel concurrence, authorizes the Solano County Sheriff, Undersheriff, or Director of Administrative Services, to execute the grant agreement on behalf of the County of Solano, for the purpose of obtaining federal financial assistance through the 2025 Homeland Security Grant provided by the Federal Department of Homeland Security and sub-awarded through the State of California to include acceptance and administration of the grant and to sign associated amendments, modifications, and reimbursement forms, and to execute any service contracts and subsequent amendments itemized in the grant expenditure plan necessary to fulfill the County of Solano’s responsibilities under the grant program.

Further Resolved, Solano County agrees that grant funds shall not be used to supplant existing Solano County funds appropriated for the same purpose.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on June 23, 2026, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

MONICA BROWN, Chair
Solano County Board of Supervisors

ATTEST:
IAN M. GOLDBERG, Clerk
Board of Supervisors

By: _____
Alicia Draves, Chief Deputy Clerk

revenue contracts for Board-approved services provided by the Sheriff's Office to other county departments and/or local agencies, including those waiting for final execution by the other party;

5. Authorize the Sheriff, Undersheriff, or Director of Administrative Services to execute any subsequent amendments which are technical or administrative in nature and have no fiscal impact; and
6. Delegate authority to the County Administrator to authorize grant submissions in excess of \$75,000 in order to secure funding to maintain and/or restore service levels for existing programs and projects.

SUMMARY:

The Sheriff's Office submits a master list of annual contracts and amendments, which are delineated in Attachment A and in the Discussion section herein, representing routine department services that exceed \$74,999 in annual compensation requiring Board approval to continue in accordance with the County Purchasing and Contracting Policy Manual. The total amount for FY2026/27 is \$18,723,037 in expenditures with a combined contract maximum of \$101,520,588.

FINANCIAL IMPACT:

The expenditure contracts and amendments totaling \$18,723,037 are funded with a combination of \$13,429,608 in County General Fund; \$1,750,931 in Charges for Services, Contracted Services, or Other Funds; and \$3,542,498 in Proposition 172 funding. The Sheriff's Office, Animal Care Services, Sheriff's Grants, and the Inmate Welfare Fund FY2026/27 Recommended Budgets include sufficient appropriations to cover the anticipated contract costs. The County's Standard Contract allows the County to terminate or amend a contract if funding becomes unavailable during the term of the contract.

The cost to provide building security service and courtroom bailiff service is anticipated to surpass the Public Safety Realignment Trial Court Security funds available in FY2026/27 requiring County General Fund assistance. The Sheriff's Office will continue to work with the Superior Court to lower costs. The remaining revenue contracts and amendments fully offset departmental FY2026/27 costs to provide services.

The costs associated with preparing the agenda item are nominal and absorbed by the Sheriff's Office FY2025/26 Working Budget.

DISCUSSION:

The 11 expenditure contracts and contract amendments, and four revenue contracts/MOAs and amendments are needed to support jail, law enforcement, coroner, and animal care operations. The new contracts and MOAs contain no significant changes from the prior contracts and MOAs. The amendments contain no significant changes from their respective contracts. The amendments extend the current respective contracts for up to one additional year, increase the total compensation to reflect FY2026/27 projected expenditures, and, where applicable, include a FY2026/27 program budget.

Below is a brief description of some of the most significant contracts. The full details and links to all the contracts can be found in Attachment A and B.

Expenditure Contracts (Attachment A)

HealthRight360 (Inmate Substance Abuse and Counseling): HealthRight360 provides substance use disorder treatment to the adult inmates experiencing and/or having a history of substance use issues. The current contract will expire on June 30, 2026, and the recommended one-year extension provides for continued service. The request for an additional year will extend the contract beyond seven years. The Sheriff's Office intends to issue an RFP in the coming year for a service provider and services that would become effective July 2027.

Aramark Correctional Services: Aramark Correctional Services (Aramark) provides commissary services to adult inmates. Aramark provides the County with an inmate accounting system which establishes inmate accounts, records purchase and replenishment transactions, and interfaces with the current jail management system. The current contract will expire on June 30, 2026, and the recommended one-year extension provides for continued commissary services. The request for an additional year will extend the contract beyond eight years. The Sheriff's Office intends to issue an RFP in the coming year for a service provider and services that would become effective July 2027.

California Health and Recovery Solutions: California Health and Recovery Solutions (Recovery Solutions) provides competency treatment services to those adult inmates who have been found incompetent to stand trial. These services are under the County's in-house Jail-Based Competency Treatment (JBCT) Program sponsored and funded by the California Department of State Hospitals (DSH). Previously, these services were provided by California Forensic Medical Group (CFMG); however, as part of a reorganization, certain staff from CFMG and Wellpath, it's parent company, formed a new separate company, Recovery Solutions. Recovery Solutions oversees many county in-house JBCT programs and works closely with the DSH.

The remaining eight contract details can be found in Attachment A and are with the following vendors: California Forensic Medical Group, Inc. (inmate medical, dental and basic mental health services), Behavioral Interventions (monitoring services of offenders placed in Alternative To Custody program), Anne Chiruvolu, DVM (veterinary services), Legacy Removal Service, LLC (decadent transport services), National Medical Services, Inc. (decadent forensic toxicology services), and Arnold Josselson M.D, AMAR Forensics, and Jiemin Zhou Medical Corporation (forensic pathology services).

Revenue Contracts (Attachment B)

Department of State Hospitals: The County maintains an in-house JBCT Program on the second floor of the Justice Center Detention Facility in proximity to the new Behavioral Health Unit. The cost of services is fully offset by State funding through an agreement with DSH. The current agreement expires on June 30, 2026, and the Sheriff's Office has been working with DSH on a new three-year agreement. The proposed agreement is in "Draft" as it proceeds through the State review process.

California Superior Courts: The Sheriff is responsible for providing the Solano County Superior Court with courtroom bailiff services and building security services. The cost of services is partially offset by 2011 Public Safety Realignment - Trial Court Security funds and Supplemental Court staffing funds. The current agreement will expire on June 30, 2026, and the new one-year MOA provides for the delivery of continued security services.

The remaining two revenue contract details can be found in Attachment B and are with the following: City of Rio Vista (Animal Control Services) and City of Benicia (Animal Control Services).

Delegation of Authority to Authorize Grant Submissions: The Sheriff is responsible for providing public safety and other services in the county, including patrol, crime investigations, custody of adult offenders, autopsies,

death investigations, and indigent burial. The Sheriff also oversees the operations of Animal Care Services. The Sheriff regularly seeks State, federal, and private grants to support and maintain or restore existing programs and services. In general, grant announcements are issued with short timelines for submission. Delegating authority to the County Administrator to approve submission of grant applications equal to and over \$75,000 will allow for maximum flexibility in applying for additional funding, allow for timely grant submission, and help maintain client services. If the grant is awarded, the Sheriff will return to the Board for appropriation of any additional grant funding received.

ALTERNATIVES:

The Board of Supervisors could choose:

1. Not to approve some or all the contracts, MOAs and/or amendments; however, this alternative is not recommended as the Sheriff's Office is not staffed nor trained to provide these services, and it may result in an interruption of vital and/or mandated services provided to or by the Sheriff's Office;
2. To address some or all these contracts individually; however, this alternative is not warranted as these services are ongoing and routine in nature and are essentially unchanged from the prior year and would require the Sheriff's Office to present individual Board agenda items; and/or
3. Not to authorize the Sheriff or the County Administrator to approve and execute any additional contract amendments; however, this alternative is not practical as it would require the Sheriff's Office to request additional Board approval for routine matters such as minor technical changes. Historically, the Board has granted the Sheriff and other department heads authority over these responsibilities and the County Administrator authority up to \$74,999.
4. Not to authorize the County Administrator to authorize grant submissions equal to and over \$75,000. This alternative is not recommended as it would delay the department's ability to apply for additional funding opportunities to maintain services and Department operations.

OTHER AGENCY INVOLVEMENT:

County Counsel has approved the contracts/MOAs and amendments as to form and shall re-approve those noted in Draft prior to final approval. County Counsel has approved the insurance provisions, and where applicable Human Resources has approved the hourly provisions for contract employees.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Sheriff's Office Master List of Contracts and Amendments

The following documents can be accessed via the link in the list below, in addition to being on file with the Clerk of the Board

	Service Provider or Recipient	Service Description	Recommended Action	Current Contract Maximum Amount (\$)	Contract Amendment (\$)	Total Contract Maximum Amount FY2026/27 (\$)	FY2026/27 Costs (\$)	FY2026/27 General Fund Amount (\$)
1	Behavioral Interventions, Inc.	Ankle Monitoring for Adult Criminal Justice Involved People	Approve 1 yr Amendment 7/1/2026-6/30/2027	\$165,000	\$10,000	\$175,000	\$42,435	\$42,435
2	Legacy Removal Service, LLC	Decedent body removal	Approve 1 yr Amendment 7/1/2026-6/30/2027	\$323,000	\$107,000	\$430,000	\$107,000	\$0
3	National Medical Services, Inc.	Toxicology services	Approve new 3 yr Contract 7/1/2026 - 6/30/2028	\$0	\$0	\$303,143	\$101,048	\$101,048
4	AMAR Forensics	Forensic Pathologist	Approve 1 yr Amendment 7/1/2026-6/30/2027	\$965,000	\$0	\$965,000	\$177,180	\$177,180
5	Arnold Josselson, M.D.	Forensic Pathologist	Approve 1 yr Amendment 7/1/2026-6/30/2027	\$2,120,000	\$0	\$2,120,000	\$331,691	\$331,691
6	Jiemin Zhou Medical Corporation	Forensic Pathologist	Approve 1 yr Amendment 7/1/2026-6/30/2027	\$490,000	\$0	\$490,000	\$95,940	\$95,940
7	Anne Chiruvolu, DVM	Veterinary Services	Approve 1 yr Amendment 7/1/2026-6/30/2027	\$153,466	\$129,309	\$282,775	\$129,309	\$121,550
8	HealthRIGHT360 (Draft)	Substance Abuse	Approve 1 yr Amendment 7/1/2026-6/30/2027	\$2,959,745	\$150,000	\$3,109,745	\$500,000	N/A
9	Aramark Correctional Services, LLC	Commissary	Approve 1 yr Amendment 7/1/2026-6/30/2027	N/A	N/A	N/A	N/A	N/A
10	California Forensic Medical Group, Inc. (Draft)	Inmate Medical/Mental Health/Dental	Approve 1 yr Amendment 7/1/2026-6/30/2027	\$74,030,870	\$16,102,262	\$90,133,132	\$16,102,262	\$12,559,764
11	California Health and Recovery Solutions P.C. (Draft)	JBCT Inmate Medical/Mental Health/Dental	Approve new 3 yr Contract 7/1/2026-6/30/2029	N/A	N/A	\$3,511,793	\$1,136,172	N/A
					\$16,498,571	\$101,520,588	\$18,723,037	\$13,429,608

Sheriff's Office Master List of Revenue Contracts and Amendments

The following documents can be accessed via the link in the list below, in addition to being on file with the Clerk of the Board

	Service Requester	Service Description	Recommended Action	Current Contract Revenue Amount (\$)	Increased Contract Amount (\$)	Total Contract Revenue Amount FY2026/27 (\$)	FY2026/27 Costs (\$)	FY2026/27 General Fund Amount (\$)
1	Department of State Hospitals (Draft)	JBCT	Approve new 3 yr Contract 7/1/2026 - 6/30/2029	N/A	N/A	\$9,774,099	\$3,162,218	N/A
2	Superior Court of California (Draft)	Court Security	Approve new 1 yr MOA 7/1/2026 - 6/30/2027	N/A	N/A	\$7,691,982	\$9,696,296	\$2,004,314
3	City of Rio Vista (Draft)	Animal Control Services	Approve new 2 yr Contract 7/1/2026 - 6/30/2028	N/A	N/A	\$85,914	\$41,909	N/A
4	City of Benicia (Draft)	Animal Control Services	Approve new 2 yr Contract 7/1/2026 - 6/30/2028	N/A	N/A	\$228,077	\$111,257	N/A
					\$0	\$17,780,072	\$13,011,680	\$2,004,314

Sheriff – Links to Original Contracts and Amendments
June 23, 2026

“The following documents(s) can be accessed via the links below, in addition to being on file with the Clerk of the Board.”

1. [Behavioral Interventions Inc. Original Contract and Amendments](#)
2. [Legacy Removal Service Original Contract](#)
3. [Amar Forensics Original Contract and Amendments](#)
4. [Arnold Josselson Original Contract and Amendments](#)
5. [Jiemin Zhou Medical Corporation Original Contract and Amendments](#)
6. [Anne Chiruvolu DVM Original Contract](#)
7. [Healthright360 Original Contract and Amendments](#)
8. [Aramark Correctional Services Original Contract and Amendments](#)
9. [California Forensic Medical Group Inc. Original Contract and Amendments](#)



Solano County

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

Agenda Submittal

Agenda #:	30	Status:	Consent Calendar
Type:	Resolution	Department:	Resource Management
File #:	26-428	Contact:	Chris Drake, 784.3118
Agenda date:	06/23/2026	Final Action:	
Title:	Adopt a resolution designating the month of July 2026 as Park and Recreation Month and July 17, 2026, as Park and Recreation Professionals Day in Solano County		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Parks and Recreation Month Resolution		

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

Published Notice Required? Yes ___ No X

Public Hearing Required? Yes ___ No X

DEPARTMENTAL RECOMMENDATION:

The Department of Resource Management recommends that the Board of Supervisors adopt a resolution designating the month of July 2026 as Park and Recreation Month and July 17, 2026, as Park and Recreation Professionals Day in Solano County.

SUMMARY:

Since 1985, public agencies and organizations across the nation have recognized the month of July as a time to celebrate parks and recreation opportunities. For the 41st year in a row The National Recreation and Park Association (NRPA) is designating July as "Park and Recreation Month" with a 2026 theme of "The Power Of" to celebrate the vital roles park and recreation professionals play in bringing people together and fostering a sense of belonging. The NRPA is also designating July 17, 2026, as Park and Recreation Professionals Day to honor all the dedicated professionals who work tirelessly behind the scenes to provide the high-quality programs and infrastructure we desire and expect in our parks and public open spaces. To support this effort on a statewide basis, the California Park and Recreation Society designated July as "Parks Make Life Better! @ Month" to raise awareness of the benefits of parks and recreation throughout California and to raise the status of parks and recreation as an essential community service.

The County maintains and operates five County Parks: Lake Solano Park, Sandy Beach Park, Belden's Landing Boat Launch Facility, Lynch Canyon Open Space and Patwino Worrtila Kodoi Dihi Open Space Park. Each of these parks provides opportunities for public enjoyment and showcase different aspects of Solano County's environment.

FINANCIAL IMPACT:

The costs associated with preparation and purchase of the resolution materials are included in the Board's

FY2025/26 Working Budget. The costs associated with preparing the agenda item are nominal and absorbed by the Department's FY2025/26 Recommended Budget.

DISCUSSION:

Solano County Parks play an important role in improving public health and the quality of life of residents and visitors by connecting them with nature through outdoor recreational opportunities, hands on environmental education, and youth development activities, benefiting businesses by increasing tourism and improving the environment through protecting and restoring habitat within the parks. Adoption of the resolution would also recognize the County Parks' staff, contractors, volunteers, and other professionals who ensure that our parks and recreational spaces are maintained to be clean, safe, inclusive, welcoming, and ready to use.

Locally, each of Solano County's five parks and the nine permanent and eleven part time staff dedicated to these parks have demonstrated their continued commitment to providing a welcoming environment in our parks. In recent years, the importance of access to the variety of recreational opportunities these parks provide has become even more important to the visiting public. Wildfire, health crises, and societal factors can weigh heavily upon the public and County parks present opportunities for individuals to rejuvenate and reconnect with themselves, nature and their community.

The 2026 theme of "the Power Of", draws attention to the multitude of powerful impacts recreation and parks have on our community, including:

- The Power of Connection: Parks and recreation is where relationships grow, cultures meet and communities bond.
- The Power of Play: From playgrounds to programs to youth sports, play fuels creativity, joy and lifelong learning.
- The Power of Community: Public spaces offer room for everyone to gather, celebrate and heal.
- The Power of Nature: Nature restores and inspires us, and parks ensure everyone can access its benefits.
- The Power of Belonging: Welcoming parks and programs make every person feel valued.
- The Power of Well-Being: Parks and recreation advances health, resilience and shared community benefits.

Solano County Parks staff continue to provide excellent experiences for the public by maintaining high-quality facilities and providing positive public interactions which leave lasting positive impressions with visitors about their enjoyable time at Solano parks. Multiple projects in the parks are either under construction or in the final permitting stages. These projects were developed specifically to increase access, restore habitats, provide infrastructure improvements, and increase environmental education programming to continue to enhance the Power of Parks and Open Spaces for the residents and visitors of Solano County.

Designating this July as Park and Recreation Month and July 17, 2026, as Park and Recreation Professionals Day provides an opportunity to highlight how community grows in our parks, as well as the value the Park and Recreation Division staff provide to safe access to the rich outdoor recreational and educational opportunities available at Solano County Parks.

ALTERNATIVES:

The Board could choose not to adopt this resolution. This is not recommended because this is an opportunity to promote the parks and recreation opportunities in Solano County and recognize the staff dedicated to

maintaining, protecting and providing access to these resources so the public can safely enjoy them.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2026 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS DESIGNATING JULY 2026 AS PARK AND RECREATION MONTH IN SOLANO COUNTY AND RECOGNIZING JULY 17, 2026, AS PARK AND RECREATION PROFESSIONALS DAY

WHEREAS, public agencies throughout the nation have designated July as “Park and Recreation Month” since 1985, and July 17, 2026, as Park and Recreation Professionals Day; and

WHEREAS, Solano County, through its Department of Resource Management, Parks and Recreation Division, operates five parks: Lake Solano County Park, Sandy Beach County Park, Belden’s Landing Water Access Facility, Lynch Canyon Open Space Park, and Patwino Worrta Kodoi Dihi Open Space Park (“Solano County Parks”) benefiting over 200,000 children, adults, and seniors in a typical year; and

WHEREAS, Solano County Parks are essential to establishing and maintaining the quality of life in our communities, enhancing the health and well-being of all residents and visitors, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, residents value their parks for access to outdoor spaces for children and adults to play, exercise, and participate in lifelong learning; and

WHEREAS, parks provide access to the serenity and inspiration of nature, improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, produce habitat for wildlife, and preserve and protect the historic, natural and cultural resources in our community; and

WHEREAS, the Solano County Board of Supervisors values the essential services that park and recreation professionals and volunteers perform to provide recreational and developmental enrichment for our children, youth, adults and older adults; and to ensure our parks and recreational spaces are clean, safe, inclusive, welcoming, and ready to use.

NOW, THEREFORE BE IT RESOLVED that the Solano County Board of Supervisors designates the month of July 2026 as “Parks and Recreation Month” in Solano County and July 17th as Park and Recreation Professionals Day and urges all residents to enjoy the social, physical, mental, environmental, and community benefits derived from the Solano County Parks.

Dated 23rd day of June 2026

MONICA BROWN, Chair
Solano County Board of Supervisors

ATTEST:
IAN M. GOLDBERG, Clerk
Solano County Board of Supervisors

By: _____
Alicia Draves, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	31	Status:	Consent Calendar
Type:	Miscellaneous	Department:	Resource Management
File #:	26-470	Contact:	Narcisa Untal, 784-3172
Agenda date:	06/23/2026	Final Action:	
Title:	Schedule a public hearing for July 28, 2026, to hear a report of delinquent solid waste hauling fees for unincorporated Solano County and consider any protests or objections to the report; Direct that notice of the hearing be mailed to the landowners listed on the report not less than ten days prior to the date of the hearing		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Notice of Public Hearing		

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

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

DEPARTMENTAL RECOMMENDATION:

The Department of Resource Management recommends that the Board of Supervisors:

1. Schedule a public hearing for July 28, 2026, to hear a report of delinquent solid waste hauling fees for unincorporated Solano County and consider any protests or objections to the report; and
2. Direct that notice of the hearing be mailed to the landowners listed on the report not less than ten days prior to the date of the hearing.

SUMMARY/DISCUSSION:

Solid waste services in the unincorporated area of Solano County, including the collection, transportation, processing and disposal of garbage, organics and recyclables, are provided by Mt. Diablo Resource Recovery dba Rio Vista Sanitation Service, Recology Vacaville Solano, Recology Vallejo and Solano Garbage Company dba Republic Services (collectively the "Contractors"). The Contractors bill residential and commercial customers for these services within their designated service territories.

Pursuant to Chapter 23 of the Solano County Code, solid waste service charges become delinquent 30 days after the billing date. Charges that remain unpaid for more than 60 days after billing are eligible for lien proceedings. Within 15 days after the delinquency date, the Contractors provide notice of the delinquency to both the account holder and the property owner, if different. Once each year, the Contractors may assign and submit to the County a report identifying delinquent accounts that remain unpaid as of May 1.

Pursuant to Government Code sections 25830 through 25833, including section 25831, the Board may

conduct a public hearing to consider objections or protests to the reported delinquencies. Following the hearing, the Board may make revisions or corrections deemed appropriate, confirm the report of delinquent accounts, order the delinquent amounts to be collected as special assessments against the affected parcels, record liens against the affected properties and direct collection of the delinquent amounts on the annual property tax roll.

The Department recommends that the Board set a noticed public hearing date for July 28, 2026, at 9:00 a.m. to allow sufficient time to complete the statutory hearing process and meet the August 10, 2026, deadline established by the Solano County Auditor-Controller's Office for placement of special assessments on the FY2026/27 secured property tax roll.

FINANCIAL IMPACT:

There is no General Fund impact to set a date for the proposed public hearing. The costs associated with preparing the agenda item are nominal and absorbed by the Department's FY2025/26 Working Budget.

ALTERNATIVES:

The Board could choose not to set the proposed public hearing to receive and consider the report of delinquent solid waste accounts. This alternative is not recommended because requests to impose special assessments for FY2026/27 must be received by the Auditor-Controller's Office by August 10, 2026. Setting the hearing for July 28, 2026, will allow sufficient time for the Board to consider the report and for the Department to transmit any confirmed delinquent accounts for inclusion on the FY2026/27 secured property tax roll.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed the lien process for legal sufficiency. The Auditor-Controller's Office notified the Department of Resource Management of the deadline for inclusion of special assessments on the FY2026/27 property tax roll.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



SOLANO COUNTY

**NOTICE OF PUBLIC HEARING
COUNTY OF SOLANO
BOARD OF SUPERVISORS
WASTE MANAGEMENT DELINQUENT FEES**

NOTICE IS HEREBY GIVEN that on July 28, 2026, the Solano County Board of Supervisors will hold a public hearing at 9:00 a.m., or as soon as possible thereafter, to hear a report of delinquent solid waste fees for the unincorporated area of Solano County, and consider any protests and objections to the report by property owners liable to be assessed for delinquent fees.

NOTICE IS FURTHER GIVEN that the public hearing will be conducted in the Board of Supervisors Chambers, County of Solano, 675 Texas Street, Fairfield, California 94533, at which time and place any and all interested persons may appear and be heard thereon.

Additional information may be obtained by calling the Solano County Department of Resource Management at (707) 784-6765.

If you challenge this matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this public notice or in written correspondence delivered to the appropriate authority at or before the public hearing.



Solano County

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

Agenda Submittal

Agenda #:	32	Status:	Consent Calendar
Type:	Contract	Department:	Resource Management
File #:	26-432	Contact:	Allan Calder - 707-784-3159
Agenda date:	06/23/2026	Final Action:	
Title:	Approve a second contract amendment with Thurmond Consulting, LLC to extend the contract term through September 30, 2026, to provide for administration of active loans and projects under the Homeacres Home Rehabilitation Program; Direct staff to return to the Board with a program update and options for the use of remaining Homeacres Housing Funds		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Second Amendment, B – Links to Original Contract and Amendment		

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

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

DEPARTMENTAL RECOMMENDATION:

The Department of Resource Management recommends the Board of Supervisors:

1. Approve a second amendment with Thurmond Consulting, LLC to extend the contract term through September 30, 2026, to provide administration of active loans and projects under the Homeacres Home Rehabilitation Program; and
2. Direct staff to return to the Board with a program update and options for the use of remaining Homeacres Housing Funds.

SUMMARY/ DISCUSSION:

The Homeacres Home Rehabilitation Program utilizes Homeacres Housing Funds to provide rehabilitation loans and grants to eligible homeowners for health and safety improvements, accessibility modifications and energy efficiency upgrades. On October 24, 2023, the Board of Supervisors approved a three-year contract with Thurmond Consulting, LLC for \$439,780 to administer the Homeacres Home Rehabilitation Program and ensure compliance with applicable local, State and federal requirements, including truth-in-lending and fair housing disclosure requirements.

The contract was amended on February 18, 2025 with a minor modification to address appropriations per fiscal year. The current contract term ends on June 30, 2026 and approval of the proposed amendment will extend the contract through September 30, 2026 to allow for completion of active projects including

associated construction oversight, inspections, contractor coordination, payment processing and project closeout activities.

Staff will return to the Board this summer with a comprehensive program update on both the Home Rehabilitation Program and the Flock Camera Program, remaining fund balance, and recommendations regarding how to utilize remaining Homeacres Housing Funds.

FINANCIAL IMPACT:

There is no impact to the General Fund, with funding provided by the Homeacres Housing Fund, which was created in 1995 and was originally funded with approximately \$1.9 million in funds set aside from the Southeast Vallejo Redevelopment Project.

This amendment extends the contract term only and does not increase the contract amount. The costs associated with preparing this agenda item are nominal and absorbed by the Department's FY2025/26 Working Budget.

ALTERNATIVES:

The Board could choose not to approve the three-month contract extension with Thurmond Consulting, LLC. This alternative is not recommended because two active rehabilitation projects require continued consultant support to ensure compliance with applicable program requirements and completion of remaining construction, inspection and project closeout activities. Without the extension, project completion could be delayed, and County staff would need to assume responsibility for remaining project administration and closeout activities.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**SECOND AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and THURMOND CONSULTING LLC**

This Second Amendment ("Second Amendment") is made on _____, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and Thurmond Consulting LLC, ("Contractor").

1. Recitals

A. The parties entered into a contract dated October 24, 2023 (the "Contract"), in which Contractor agreed to develop and administer an owner-occupied housing rehabilitation program for low-income residents of the Homeacres neighborhood.

B. On February 18, 2025, the parties amended the agreement to modify the budget to adjust amounts per fiscal year.

C. The parties now desire to amend the Agreement for a second time ("Second Amendment") to extend the term from June 30, 2026 to September 30, 2026.

D. The parties agree to amend the Contract as set forth below.

2. Agreement.

A. Term of Contract

Section 2 is deleted in its entirety and replaced with:
October 24, 2023 to September 30, 2026

3. Effectiveness of Contract.

Except as set forth in this Second Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

COUNTY OF SOLANO, a Political
Subdivision of the State of California

THURMOND CONSULTING LLC

By _____
Ian Goldberg
County Administrator

By *D. Scott Thurmond*
Scott Thurmond
Principal Consultant/Owner

APPROVED AS TO FORM

By *Holly Tokar*
Holly Tokar (Jul 11, 2026 09:07:24 PDT)
County Counsel

Attachment B

The following document(s) can be accessed via the link(s) in the list below, in addition to being on file with the Clerk of the Board.

1. [Thurmond – Original Contract](#)
2. [Thurmond – Amendment 1](#)



Solano County

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

Agenda Submittal

Agenda #:	33	Status:	Consent Calendar
Type:	Report	Department:	Resource Management
File #:	26-439	Contact:	Trey Strickland, 784-3308
Agenda date:	06/23/2026	Final Action:	
Title:	Accept the 2026 Annual Biosolids Land Application Report and Biosolids Research Project results from the Department of Resource Management		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - 2026 Biosolids Report, B - BACWA Annual Summary Memo, C - Links to 2026 Trihydro PFAS Study		

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

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

DEPARTMENTAL RECOMMENDATION:

The Department of Resource Management recommends that the Board of Supervisors accept the 2026 Annual Biosolids Land Application Report and Biosolids Research Project results.

SUMMARY:

Solano County Code, Chapter 25, requires that a report be submitted annually to the Board of Supervisors presenting the results of the past season's activities on the land application of Class B biosolids in Solano County. The report documenting the results of the 2025 season for the land application of biosolids in Solano County is provided as the 2026 Annual Biosolids Land Application Report (Attachment A). The annual report must also include an update on the generator's progress toward utilizing alternative technologies for the reuse of biosolids other than land application or landfilling. That update is provided in the 2025 Bay Area Clean Water Agencies (BACWA) annual summary memorandum (Attachment B). The 2026 annual report also includes the results of the Solano County-funded Biosolids Research Project, which studied the fate of per- and polyfluoroalkyl substances (PFAS) in biosolids after land application.

FINANCIAL IMPACT:

The cost of managing and overseeing the biosolids land application program is typically recovered through fees collected for site registration and land spreading charged to the applicant. Costs for biosolids material sampling and sample analysis are also charged to the applicant. A per-acre surcharge for research, charged to the applicant, is used for conducting research activity to improve our understanding of potential impacts, if any, of the land application of biosolids. Class B biosolids land application has not occurred in Solano County since 2023.

The costs associated with preparing this agenda item are nominal and absorbed by the Department's FY2025/26 Working Budget.

DISCUSSION:

Solano County is one of the few California counties that regulates the land application of biosolids onto agricultural land as a soil amendment. Since the mid-1990s, Department of Resource Management (DRM) staff have implemented the County's biosolids land application oversight program through enforcement of Solano County Code Chapter 25, which incorporates the requirements contained in Title 40, Code of Federal Regulations, Part 503. Chapter 25 was amended between 1998 and 2012 to incorporate additional requirements including public notification for land application activities, wet weather restrictions on biosolids land application, prohibition of biosolids application within primary and secondary marsh areas, and expanded soil and groundwater testing requirements. These amendments have provided additional public health and environmental protections regarding the use of biosolids. The County's biosolids program has been recognized nationally for its emphasis on public participation, research partnerships and proactive enforcement standards.

The reduction of land application activities is primarily attributed to the acquisition by Flannery Associates LLC (California Forever) of properties historically utilized for biosolids land application and the subsequent discontinuation of land application activities on those properties. Although no Class B biosolids land application occurred during 2025, the County's biosolids oversight program remains in effect and staff continue to monitor biosolids-related activities, emerging regulatory developments, and alternative biosolids management technologies.

One odor complaint associated with Class A biosolids-derived fertilizer application activities conducted by Lystek International was received in February 2025 in the eastern unincorporated Vacaville area. DRM staff continue to evaluate potential mitigation and oversight measures related to the land application of LysteGro fertilizer products to reduce the potential for future odor nuisance concerns. Staff are also evaluating potential amendments to Chapter 25 and/or other operational standards applicable to biosolids-derived injectable fertilizer products.

The annual report also includes the results of the Solano County-funded Biosolids Research Project, which studied the fate of PFAS in biosolids following land application. A separate report of these findings is provided as Attachment C. Funding for the research project was provided through the Board-established Biosolids Education and Research Trust Fund, supported through a \$15 per applied acre fee charged to biosolids land application permit holders. The research project, conducted by Trihydro Corporation, evaluated the occurrence and behavior of PFAS compounds within historically biosolids-applied fields near the intersection of State Highways 12 and 113. The project was intended to evaluate the presence of residual PFAS compounds in soils previously receiving biosolids applications and identify trends among detected PFAS compounds. The research project provided baseline information regarding the occurrence and behavior of PFAS compounds in historically biosolids-applied soils. The study identified PFAS compounds in both historically biosolids-applied soils and the non-applied control area, reflecting the widespread occurrence of PFAS compounds in the environment. Some PFAS compounds were detected at concentrations exceeding available environmental screening levels; however, these screening levels are intended as risk-screening tools and are not regulatory standards or determinations of human health risk.

The report also references the 2025 BACWA annual memorandum, which provides an update on member agencies' progress toward alternative technologies for biosolids reuse beyond land application or landfilling, as

well as a summary of the Biosolids Stakeholder Group meeting held on February 26, 2026. Although no Class B biosolids were land applied in 2025, BACWA provided its annual memorandum to continue informing the County regarding regional biosolids management trends, emerging technologies, and alternative reuse strategies.

ALTERNATIVES:

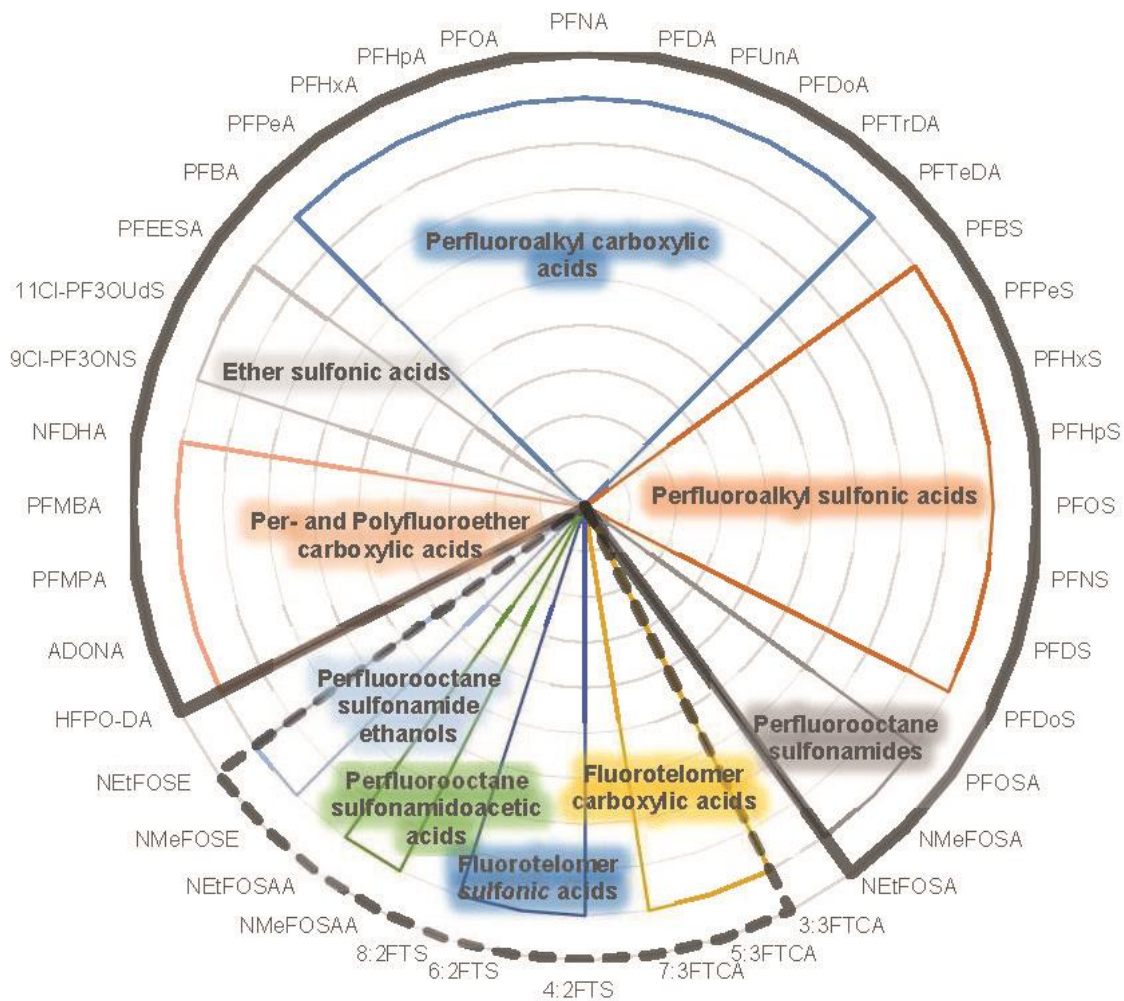
The Board of Supervisors may choose not to accept the 2026 Biosolids Land Application Report and Biosolids Research Project results. This alternative is not recommended because the report is required pursuant to Solano County Code Chapter 25 and documents the Department's biosolids oversight activities during 2025.

OTHER AGENCY INVOLVEMENT:

In obtaining information for this report, the Department consulted with County Counsel, County Administrator's Office, Agricultural Commissioner's Office, University of California Cooperative Extension, US Environmental Protection Agency, the San Francisco Bay Area and Central Valley Regional Water Quality Control Boards, Synagro LLC, Lystek International Inc., and the Biosolids Stakeholder Group including representatives from interested constituents from the Rio Vista-Suisun areas of Solano County, East Bay Municipal Utilities District, Fairfield-Suisun Sewer District, Union Sanitary District and the City and County of San Francisco Public Utilities Commission. Information contained in the 2026 Annual Biosolids Land Application Report is distributed to participants in the Biosolids Stakeholder Group.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Key

*of radial charting of PFAS sample results
Chart generated by Trihydro Corporation*

SOLANO COUNTY

2026 ANNUAL BIOSOLIDS LAND APPLICATION REPORT Reporting for the 2025 Biosolids Land Application Season

Prepared by:

Trey Strickland, Environmental Health Manager
 Jeffrey Bell, Environmental Health Supervisor
 Anthony Endow, Senior Environmental Health Specialist
 Ashley Feigel, Environmental Health Specialist

Presented to the Board of Supervisors: _____

2026 Annual Biosolids Land Application Report

Reporting for the 2025 Biosolids Land Application Season

Executive Summary

- Section I A Brief Overview of Solano County’s Biosolids Program and current status of the program
- Section II Registered Biosolids Land Application Sites in Solano County
Biosolids registered fields owned by Flannery Associates, 2025
- Section III Overview and update on County Biosolids Research Project
- Section IV Oversight of New Biosolids Treatment Technologies
- Section V Stakeholders Group Meetings Summary
- Section VI Summary of Bay Area Clean Water Agency Report

Attachments

- A. Bay Area Clean Water Agencies Memo
- B. Final report: Trihydro Corporation “Study of the Fate of Per- and Polyfluoroalkyl Substances (PFAS) in Biosolids After Land Application”

2026 Annual Biosolids Land Application Report

Reporting for the 2025 Biosolids Land Application Season

EXECUTIVE SUMMARY

Scope of report

The Solano County Department of Resource Management provides this annual summary report for the 2025 biosolids land application season as required by Chapter 25 of the Solano County Code. Attachment A includes the 2025 Bay Area Clean Water Agency (BACWA) report summarizing trends in the biosolids industry.

As previously projected in the December 2025 Biosolids report to the Board of Supervisors, no permits were issued for the 2025 biosolids land application season. No permits for the land application of biosolids have been issued by the County since the 2023 season. The previous permittee and operator, Synagro West LLC, determined at that time that biosolids land application operations were no longer economically feasible due to the acquisition of registered fields by Flannery Associates, who declined to allow continued Class B biosolids land application onto properties they own.

As has been widely reported, California Forever, and their subsidiary company Flannery Associates LLC, are seeking to create a new community within the vicinity of the CA State Highway 12 and the CA State Highway 113 intersection. To this end, Flannery Associates, LLC has purchased over 55,000 acres of land within Solano County, including many of the registered fields that previously received biosolids land applications. While not all registered fields have been acquired by Flannery Associates, LLC, the applicator has stated that the fields that remain within each ranch do not provide enough acreage to make mobilization and land application economically worthwhile.

Environmental Health does not anticipate receiving applications to land apply biosolids until the potential new boundaries of California Forever's proposed community have been established.

This report will provide a summary of the County biosolids research project as well as County efforts to determine an appropriate level of oversight over novel biosolids treatment processes.

Recommendations:

The Department of Resource Management recommends the Board of Supervisors accept the 2026 Annual Biosolids Land Application Report.

Solano County Biosolids Research Project:

In 2023, the County initiated a biosolids research project to study the fate of per- and polyfluoroalkyl substances (PFAS) in fields where biosolids had previously been land applied. Following issuance of a Request for Proposals, Trihydro Corporation was selected as the research partner and project scoping meetings were conducted in 2023. The purpose of the study was to evaluate whether residual PFAS compounds were present in soils previously receiving biosolids applications, determine whether certain PFAS compounds occurred more frequently than others and identify any observable trends among detected PFAS species.

Five sampling events were conducted during 2024 and 2025, resulting in the collection and analysis of 73 soil and porewater samples. The County's biosolids research project, titled "*Study of the Fate of Per- and Polyfluoroalkyl Substances (PFAS) in Biosolids After Land Application*," concluded in October 2025, and the final report prepared by Trihydro Corporation was received in November 2025.

Results of the study indicated that PFAS compounds were detected at elevated levels in lands previously receiving biosolids applications. The research team analyzed the types, distribution and concentrations of PFAS compounds identified during the study. Additional information regarding PFAS compounds and the County's biosolids research project is provided in Section III.

Oversight of New Biosolids Treatment Technologies

County staff are exploring methods to apply or update Solano County Code Ch. 25 in an effort to bring new biosolids treatment and land application technologies under County oversight. More information on this is provided in Section IV.

Biosolids Stakeholder Group Meetings:

The Biosolids Stakeholder Group met on February 26, 2026. The meeting was conducted in a hybrid format, with the in-person meeting also broadcast virtually through the Microsoft Teams application. The meeting focused on a presentation by the County's research partner, Trihydro Corporation, regarding the final report titled "*Study of the Fate of Per- and Polyfluoroalkyl Substances (PFAS) in Biosolids After Land Application.*" The meeting also included a public comment and response period open to all attendees. A summary of the meeting discussion and comments is provided in Section V.

Bay Area Clean Water Agencies Report:

Generators that provide biosolids for land application in Solano County are required to submit an annual summary of materials supplied, along with updates regarding each agency's efforts to develop alternative energy sources and alternative uses for biosolids. The Bay Area Clean Water Agencies (BACWA) 2025 memorandum is summarized in Section VI and included as Attachment A.

Solano County was also notified that, effective July 2025, the Bay Area Biosolids Coalition (BABC) was incorporated into BACWA, which has assumed the role and responsibilities previously carried out by the BACWA Biosolids Committee.

Section I: A Brief Overview of Solano County’s Biosolids Program and current status of the program

What are biosolids

Biosolids are the solid fraction of sewage sludge that undergoes treatment to reduce pathogens and reduce vector attraction factors. Publicly Owned Treatment Works (POTW) facilities utilize different methods to achieve the pathogen reduction and vector attraction reduction standards that are required to allow the sewage sludge to be classified as biosolids and subsequently beneficially reused as a soil amendment.

Biosolids are regulated by federal, state, and county agencies, each providing requirements and oversight for the generation, sampling, management, and land application of biosolids.

Biosolids are typically between 15-25% solids by weight, with the remaining weight being comprised of water. The tracking and reporting of land applied biosolids, nitrogen content, and pollutants is performed on a “dry weight” basis with the water weight calculated out.

What regulations govern the land application of biosolids in Solano County

In 1993, the US EPA promulgated “Standards for the Use or Disposal of Sewage Sludge” (Code of Federal Regulations Title 40, Part 503 – “Part 503”) which regulates biosolids generation and establishes ceiling and lifetime pollutant accumulation concentrations in soils receiving biosolids, as well as pathogen and vector attraction reduction standards for the biosolids material. Part 503 also specifies the sampling frequency, methodology, and provides methods for calculating plant available nitrogen application (PAN), lifetime pollutant loading, and reporting requirements.

Solano County began overseeing the land application of biosolids in 1995 and currently regulates the land application of biosolids through Solano County Code Chapter 25.¹ Chapter 25 builds upon both federal and State requirements through a County-specific inspection and oversight program. The need to implement the program was established with concerns over application rates of the biosolids material in conjunction with rain events and the potential for stormwater runoff pollution to waters of the State. Chapter 25 restricts when and where biosolids may be applied to minimize offsite impacts by allowing applications only during the dry season (April 15 through October 15) and prohibits the land application of biosolids during wet weather and during high wind conditions. The County’s program also encourages public participation through public notifications and stakeholder meetings and establishes a funding mechanism to support research regarding the composition and effects of land-applied biosolids.

In July 2004, the California State Water Resources Control Board (SWRCB) began regulating biosolids land application under Water Quality General Order No. 2004-0012-DWQ². The General Order establishes restrictions for land application in sensitive habitats, including the Suisun Marsh; specifies periods between biosolids application and crop harvesting or livestock grazing activities; establishes minimum setback distances between staging or application areas and sensitive receptors, including water bodies, water wells and public roads; and created a field registration process for biosolids application sites.

While County oversight of biosolids land application began in 1995, Solano County Code Ch. 25

¹ Solano County Code Chapter 25, Article IV: *Domestic Septage Land Application and Biosolids Land Application*.

² State Water Resources Control Board (SWRCB) Water Quality Order No. 2004-0012-DWQ: *General Waste Discharge Requirements For The Discharge Of Biosolids To Land For Use As A Soil Amendment In Agricultural, Silvicultural, Horticultural, And Land Reclamation Activities*

has undergone several revisions and amendments in response to community concerns, resident input and evolving federal and State regulatory requirements. The ordinance was last comprehensively amended in 2012 and currently incorporates the restrictions and operational requirements contained in the SWRCB's General Order regulating biosolids land application.

What is the current status of the County biosolids oversight program

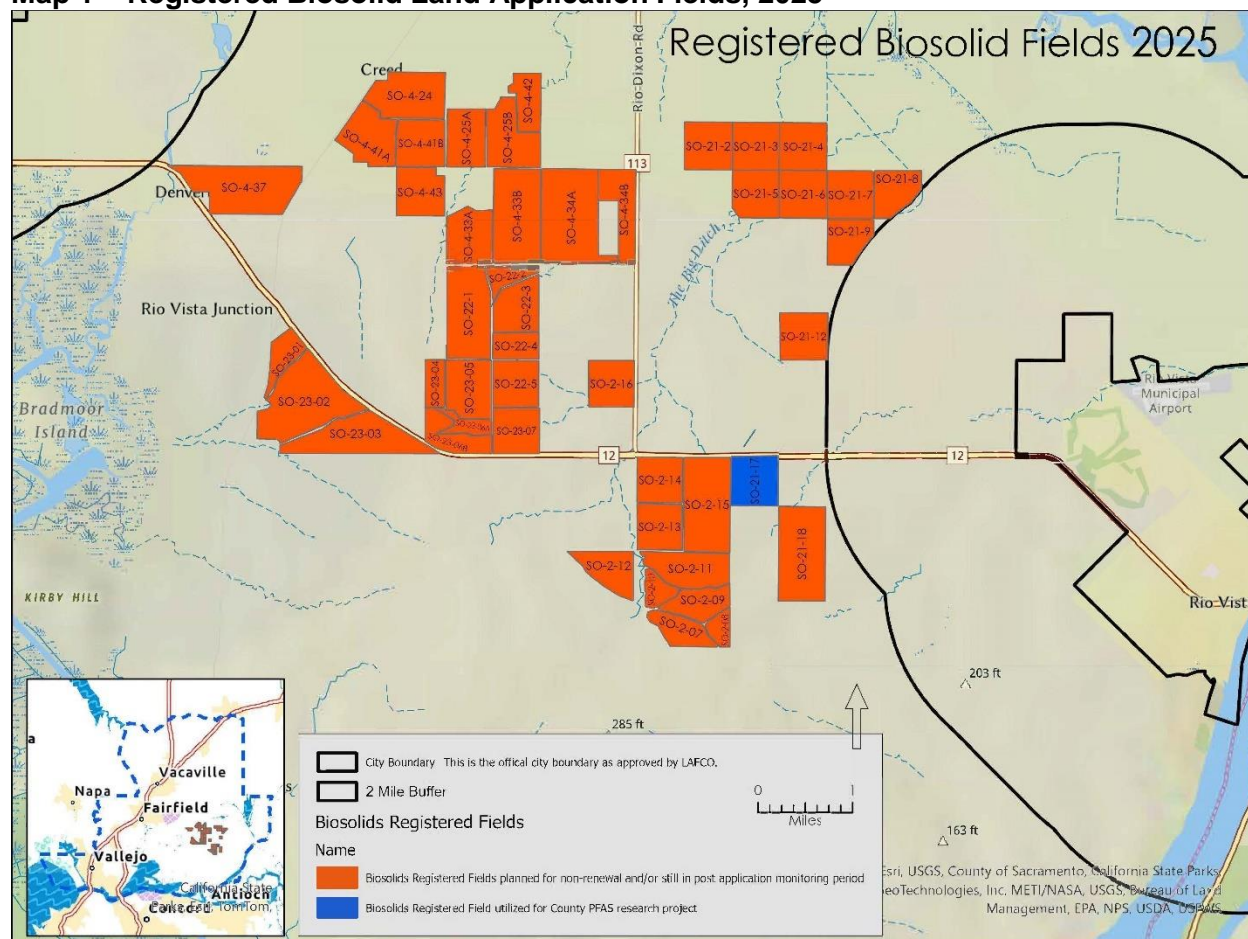
The County has not issued a permit for the land application of biosolids since the 2023 application season. As previously reported to the Board, this change is primarily due to Flannery Associates and California Forever declining to allow additional Class B biosolids applications on properties under their ownership or control.

While not all registered fields have been acquired by Flannery Associates LLC (California Forever), the historic permittee and land applicator, Synagro West, has indicated that the remaining available acreage within the registered fields is insufficient to support economically viable land application operations. As a result, Synagro has shifted its biosolids land application activities to other counties within California.

The County continues to evaluate the appropriate level of oversight for biosolids-derived fertilizer products, including the LysteGro product currently applied within Solano County by Lystek International. The current version of Solano County Code Chapter 25 did not contemplate field-injectable liquid fertilizer products derived from biosolids, such as LysteGro. While the County is working toward establishing increased oversight and operational standards for these products, staff is also seeking to balance regulatory oversight with the continued availability of economical alternative fertilizer products for local agricultural operations.

Section II – Registered Biosolids Land Application Sites in Solano County

Map 1 – Registered Biosolid Land Application Fields, 2025



Ranch Name and ID	Corresponding Registered Fields	Total Net Acreage
Hamilton Farms (SO-2)	SO-2-7, -8, -9, -10, -11, -12, -13, -14, -15, -16	1,213
Emigh Ltd Ranch (SO-4)	SO-4-24, -25A+B, -33A+B, -34A+B, -37, -41A+B, -42, -43	1,951.19
McCormack Ranch (SO-21)	SO-21-2, -3, -4, -5, -6, -7, -8, -9, -12, -17, -18	1,439
Emigh Souza Ranch (SO-22)	SO-22-1, -2, -3, -4, -5	685
Mayhood Ranch (SO-23)	SO-23-1, -2, -3, -4, -5, -6A+B, -7	949.6
Total Net Acres Registered for Biosolids Applications		6,237.79

The above map illustrates the 6,237.79 net acres of biosolids registered fields in Solano County that were previously registered with the SWRCB. As shown on the map, all registered fields depicted in orange are currently undergoing the SWRCB registration termination process. Pursuant to State requirements, termination of a field registration may only occur after completion of the required 38-month post-application monitoring period following the last biosolids application.

The registered field designated as SO-21-17, depicted in blue on the map, is the field utilized for the County’s Research and Education project evaluating the fate of PFAS compounds in biosolids following land application. Additional information regarding the research project is provided in

Section III.

Section III – Summary of Biosolids Research Project:

Background on the Solano County Biosolids Education and Research Trust Fund

In 2004, the Board of Supervisors established a Biosolids Scientific Research and Education Fee of \$15 per applied acre, charged to all biosolids land application permit holders. Revenue generated through the fee supports the Biosolids Education and Research Trust Fund (Research Trust Fund), which provides funding for scientific research regarding the potential effects of biosolids land application within Solano County.

On July 13, 2023, the County issued a Request for Proposals (RFP) through the OpenGov Procurement website seeking qualified research teams to study the fate and transport of per- and polyfluoroalkyl substances (PFAS) potentially present in biosolids.

Four proposals submitted by qualified research teams were evaluated during July and August 2023, with the selected research team identified in October 2023. On October 24, 2023, the Board of Supervisors approved a professional services agreement with Trihydro Corporation through the Consent Calendar to conduct the research study.

What are Per- and Polyfluoroalkyl Substances (PFAS)

First synthesized during the late 1930s and 1940s, per- and polyfluoroalkyl substances (PFAS) are a class of manmade chemicals characterized by the presence of a strong carbon-fluorine chemical bond. This bond gives PFAS compounds resistance to heat, oil and water. One of the earliest and most widely recognized PFAS compounds is polytetrafluoroethylene (PTFE), commonly known as Teflon, which has historically been used in non-stick cookware and food preparation equipment. Depending on the definition used, there are estimated to be between 15,000 and several million PFAS compounds, although only several dozen are routinely monitored or studied.

PFAS compounds have been used in a broad range of industrial and commercial applications, including food packaging, non-stick cookware, paints, varnishes and sealants, firefighting foams, electronics manufacturing, waterproof textile coatings, cosmetics and personal care products and medical equipment. The same carbon-fluorine bond that provides these compounds with their desirable performance characteristics also makes them highly persistent and resistant to degradation in the environment. PFAS compounds are now considered ubiquitous and have been detected globally in environmental media and biological tissues, including those of wildlife such as blue whales and polar bears.

As scientific research regarding the long-term health effects of PFAS compounds has expanded, PFAS substances have increasingly been recognized as endocrine-disrupting compounds capable of affecting hormonal regulation and endocrine gland function. Elevated exposure to certain PFAS compounds has been associated with thyroid disruption, reduced fertility, adverse pregnancy outcomes, developmental impacts and increased risks of obesity and diabetes.

Although concerns regarding PFAS compounds began emerging during the 1980s and 1990s, regulatory and scientific attention intensified during the early 2000s as improved analytical methods allowed PFAS compounds to be detected at increasingly lower concentrations. There is broad scientific consensus that certain PFAS compounds may impact human health at parts-per-trillion (ppt) concentrations; however, laboratory methods capable of reliably detecting compounds at these levels were only developed relatively recently. Of particular significance is United States Environmental Protection Agency (US EPA) Method 1633A, introduced in 2021 and finalized following public comment in March 2025.

US EPA Method 1633A was developed to standardize testing for 40 PFAS compounds in aqueous,

solid and biological media, including groundwater, soil, biosolids and fish or shellfish tissues. Previous US EPA testing methods, including Method 537 and later Method 537.1, were initially developed around 2013 for testing drinking water samples and covered 14 PFAS compounds, later expanded to 18 compounds under Method 537.1. Method 1633A represents the first EPA-approved analytical method specifically designed for testing PFAS compounds in media other than water.

What Efforts are Being Made to Address PFAS Accumulation

Initial federal efforts to address PFAS contamination began in 2016 when the United States Environmental Protection Agency (US EPA) established a Health Advisory (HA) threshold for two PFAS compounds in drinking water. Health Advisories are not legally enforceable standards, but instead provide guidance regarding concentrations at which additional screening, risk assessment and/or investigation may be warranted.

In 2024, the US EPA adopted the PFAS National Primary Drinking Water Regulation (NPDWR), establishing legally enforceable Maximum Contaminant Levels (MCLs) for six of the most widely studied PFAS compounds. Under the final rule, public water systems are required to conduct PFAS monitoring between 2024 and 2027, with treatment and compliance measures anticipated to be implemented by 2029. However, legal actions initiated at the federal level in September 2025 indicate that portions of the rule may be revised, delayed or otherwise modified prior to the current implementation deadlines.

At the State level, California has taken several actions through the SWRCB, including the establishment of Notification Levels (NLs) and Response Levels (RLs) for PFAS compounds in drinking water in 2018 and 2020, as well as Environmental Screening Levels (ESLs) for site cleanup activities in 2020. In 2024, the California Office of Environmental Health Hazard Assessment (OEHHA) adopted Public Health Goals (PHGs) for certain PFAS compounds. While PHGs are not independently enforceable, they represent an important preliminary step toward the establishment of enforceable California Maximum Contaminant Levels (MCLs) for PFAS compounds in drinking water.

Most recently, in July 2025, the San Francisco Bay Regional Water Quality Control Board (SF-RWQCB) updated its Environmental Screening Levels for site cleanup activities, expanding the number of PFAS compounds evaluated from two to sixteen while also lowering applicable screening thresholds. Similar to Health Advisories and Public Health Goals, ESLs are not legally enforceable standards, but serve as screening tools to determine when additional evaluation, investigation or risk assessment may be appropriate.

Various technologies and treatment methods aimed at PFAS isolation, removal and destruction are currently under development, including foam fractionation, fungal and biological phytoremediation or sequestration methods and high-heat or plasma arc destruction technologies. However, many of these approaches remain in laboratory development or pilot-scale testing phases and are not yet broadly scalable for widespread implementation.

Many jurisdictions have also recognized that long-term reduction of PFAS contamination will likely depend heavily on source reduction strategies, including restrictions on the manufacture, use and disposal of products containing PFAS compounds.

Solano County Research Project:

“Study of the Fate of Per- and Polyfluoroalkyl Substances (PFAS) in Biosolids After Land Application”

The County's biosolids research project, titled "*Study of the Fate of Per- and Polyfluoroalkyl Substances (PFAS) in Biosolids After Land Application*," concluded in October 2025, and the final report prepared by the County's research partner, Trihydro Corporation, was received in November 2025.

One previously registered biosolids application field was selected as the primary study area. County records indicated that biosolids land application activities at the site began in 2005 and continued periodically through 2023. Solano County Code Chapter 25 requires a minimum 500-foot setback from water wells for biosolids land application activities. An area within the 500-foot setback distance from the existing onsite water well, where biosolids application had not occurred, was identified and utilized as a control sampling area for comparison purposes.

Five sampling events were conducted during 2024 and 2025, resulting in the collection and analysis of 73 soil and porewater samples. Samples were analyzed using both a laboratory-specific "537-M" analytical method, which modified US EPA Method 537 to evaluate PFAS compounds in soil samples, and US EPA Method 1633, which is currently considered the primary analytical standard for PFAS testing across multiple environmental media. Because EPA Method 1633 had not yet been finalized at the time the study commenced, and due in part to project budget considerations, portions of the analysis were conducted using the modified 537-M methodology.

Not all PFAS compounds are readily detectable using existing analytical methods, and it is widely recognized that precursor PFAS compounds may persist for months or years before degrading into compounds detectable through current laboratory testing methods. To help address this limitation, six Total Oxidizable Precursor (TOP) Assay samples were also analyzed using the modified 537-M method. The TOP Assay process subjects samples to an oxidation step intended to simulate long-term environmental weathering, thereby converting precursor compounds into terminal PFAS compounds that are more readily detected by laboratory analysis. This process is intended to provide additional insight into the potential long-term presence and transformation of PFAS compounds within the sampled soils and porewater.

Report Conclusions and Discussion

The data collected throughout the County research project largely aligned with larger sampling efforts conducted by other agencies that are similarly studying PFAS. The study timeframe was limited and not intended as a comprehensive human health risk assessment. Some of the conclusions of the study are presented here – readers are encouraged to look at the full report for a more complete understanding of these conclusions:

PFAS are present at elevated concentrations in biosolids-applied soils

PFAS compounds were detected throughout the biosolids-applied areas, including within the designated well setback control area. Shallow soil samples collected from depths of 0 to 12 inches below ground surface generally exhibited slightly higher PFAS concentrations than deeper samples collected from depths of 12 to 24 inches below ground surface.

PFAS concentrations were not changing over the sampling period

Only minimal changes in PFAS concentrations were observed during the relatively short study period between April 2024 and May 2025. These findings suggest that PFAS transport and transformation processes may occur over substantially longer timeframes than those evaluated during the project.

Results from the Total Oxidizable Precursor (TOP) Assay analyses also suggested that a significant portion of precursor PFAS compounds may transform into more stable terminal PFAS compounds within approximately ten months following land application. Based on the study findings, this transformation may have occurred between the last biosolids

application event in June 2023 and the initial sampling event conducted in April 2024. These findings may indicate that precursor PFAS compounds are more likely to be detectable at sites with more recent biosolids application activity.

Porewater sampling results were inconclusive

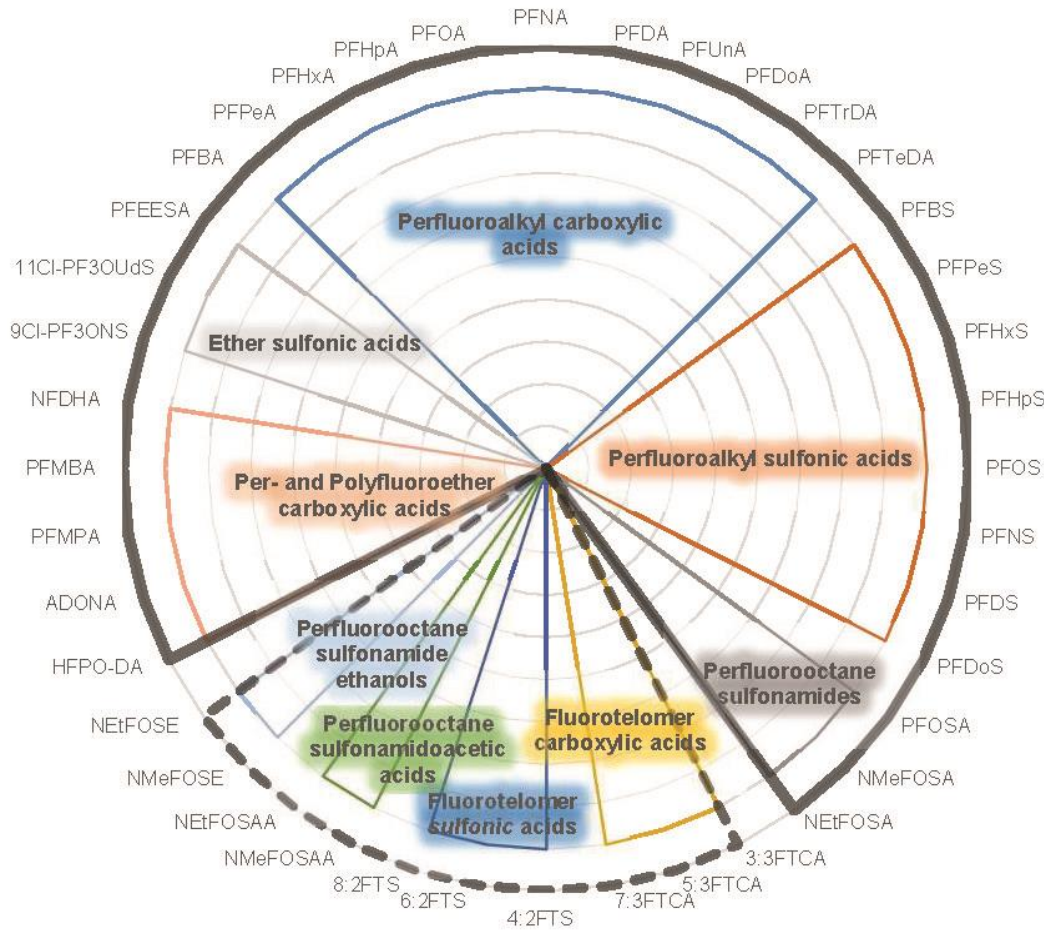
Lysimeter porewater sampling consists of setting up the lysimeter to collect under vacuum and is used to collect repeated samples over time at the same location, potentially allowing for measurements of PFAS compounds that leach from soil to groundwater and identification of PFAS mobility. Unfortunately, the lysimeter porewater sampling results were inconsistent and not used to draw conclusions about PFAS transport and mobility during the project timeframe. Hot and dry weather conditions during the sampling timeline and inadvertent damage to one of the lysimeters contributed to the data inconsistency.

Concentrations of some PFAS compounds exceed available concentration screening levels

In July 2025, the San Francisco Bay Regional Water Quality Control Board (SF-RWQCB) updated its Tier 1 Environmental Screening Levels (ESLs) framework to include 16 PFAS compounds. Tier 1 ESLs are not regulatory standards or enforcement thresholds, but instead function as an initial screening tool within broader risk assessment processes. The Tier 1 ESL framework assumes residential land use conditions, including the use of groundwater as drinking water and substantial vegetation coverage on-site. ESL exceedances are screening thresholds and not regulatory violations.

Three PFAS compounds — perfluorooctanoic acid (PFOA), perfluorodecanoic acid (PFDA) and perfluorooctane sulfonate (PFOS) — were detected at concentrations exceeding updated Tier 1 ESLs in portions of the project area, although not all samples or analytical methods resulted in exceedances. PFOS was detected in all but one sample and exceeded the applicable Tier 1 ESL in more than half of the analyzed samples.

The report also includes a comparison of analytical results generated using US EPA Method 1633 and the laboratory-specific Method 537-M. The findings indicate that PFAS concentrations identified using the two analytical methods were generally reasonably comparable.



PFAS
"fingerprint" chart:

Each spoke represents one of the 40 PFAS compounds reported by US EPA Method 1633A.

The chart is grouped by chemical/PFAS family.

Compounds within the dotted area are precursor compounds, those within the solid lines are terminal compounds.

Higher concentrations are denoted by a greater distance from the center of the chart.

Please see Figures 5-1 and 5-2: Recurring Soil Sample PFAS Signatures – Study Of The Fate Of PFAS In Biosolids After Land Application for "fingerprint" charting of the obtained sample results.

Section IV – Oversight of New Biosolids Treatment Technologies

New Biosolids Treatment Technologies

The potential scope and level of County oversight for the land application of liquid injectable Class A biosolids-derived fertilizer products, including the LysteGro product distributed by Lystek International, continues to be evaluated by County staff.

Lystek International began operations at its Organic Material Recovery Center located at the Fairfield-Suisun Sewer District facility on Chadbourne Road in 2016. The company utilizes a patented thermal hydrolysis process to convert biosolids feedstock into a Class A biosolids-derived injectable fertilizer product marketed as "LysteGro."

When initially introduced, the product was generally considered a fertilizer product and therefore was not subject to the County's biosolids land application oversight program. However, community complaints, discussions with area residents and a broader understanding of the limited regulatory framework governing biosolids-derived fertilizer products have prompted the County to pursue additional oversight measures related to LysteGro land application activities. County staff and representatives from Lystek have held several meetings to discuss potential pathways for

establishing an appropriate County oversight framework.

At the time current State and County biosolids regulations were developed, neither regulatory framework anticipated the use of field-injectable liquid fertilizer products derived from biosolids. As a result, incorporating products such as LysteGro into the County's existing regulatory structure has presented several challenges. County staff continue working to balance the protection of community health and quality of life with the recognition that LysteGro provides an alternative and potentially lower-cost fertilizer option for local agricultural operations.

County staff are continuing to evaluate potential regulatory approaches for this emerging product type, including the possible development of a compliance agreement or similar oversight framework. Staff anticipates returning with additional recommendations or a proposed oversight framework during 2026.

Section V – Biosolids Stakeholder Group Meetings Summary

The Biosolids Stakeholders Group meeting was held in a hybrid format – in person and virtually – on February 26, 2026. Participants in the Stakeholder Group Meeting included representatives from:

Central Valley and San Francisco Bay Regional Water Quality Control Boards, San Francisco Public Utilities Commission, Synagro, Lystek International, California Forever, Trihydro Corporation, Vallejo Flood and Sanitation District, Bay Area Clean Water Agency, California Association of Sanitation Agencies, City of Hayward, Coalition for Clean Water out of Washington State, Bay Area Biosolids Coalition, East Bay Municipal Utility District, Solano County Environmental Health, and area residents.

Environmental Health staff facilitated introductions of the attending agencies and stakeholders before turning the meeting over to the County’s PFAS research partner, Trihydro Corporation. The Trihydro team introduced the company, provided background regarding its work in the emerging PFAS field and summarized recent PFAS-related projects and research efforts.

Trihydro presented a high-level overview of PFAS compounds, including the history of PFAS development, common commercial and industrial uses and how the unique chemical properties of PFAS compounds contributed to their widespread incorporation into many household and industrial products. The presentation also discussed the increasing recognition of PFAS compounds as contaminants of emerging concern.

The research team summarized the selection process for the study and control sampling locations and reviewed the various analytical and sampling methods utilized throughout the project. Discussion also included project modifications and limitations resulting from budgetary constraints and weather-related conditions encountered during the sampling period. Sampling results and PFAS “fingerprint” charting analyses identifying the relative distribution of detected PFAS compounds were also presented.

Stakeholder comments and discussion focused on the detection limits associated with the different analytical methods, the most effective approaches for presenting and interpreting the project data and the usefulness and limitations of the lysimeter porewater sampling results.

The meeting concluded with a broader discussion regarding currently developing PFAS removal, isolation and destruction technologies, including treatment methods that remain primarily in laboratory development or pilot-scale testing phases.

Section VI: Summary of the 2025 Annual Bay Area Clean Water Agencies (BACWA) Memo to the Solano County Board of Supervisors

The Bay Area Clean Water Agencies (BACWA) is a joint powers agency that provides technical expertise, coordination and financial support on behalf of publicly owned wastewater and sanitation agencies throughout the San Francisco Bay Area. Collectively, BACWA member agencies operate within the nine Bay Area counties and provide wastewater and sanitary services to more than 7.1 million residents.

BACWA's principal agencies include the five largest wastewater treatment agencies in the Bay Area: East Bay Municipal Utility District, East Bay Dischargers Authority, San Francisco Public Utilities Commission, Central Contra Costa Sanitary District and the City of San José. The BACWA Executive Board is composed of one representative from each of these five founding public utility agencies.

BACWA reporting generally lags approximately 12 months behind current operations, meaning annual reports typically reflect information from approximately two years prior. However, because no permitted biosolids land application activities occurred within Solano County during the 2024 or 2025 application seasons, the memorandum received from BACWA in December 2025 reflected zero reported tonnage for those years.

In July 2025, the Bay Area Biosolids Coalition (BABC) was incorporated into Bay Area Clean Water Agencies (BACWA), which subsequently assumed the responsibilities previously carried out by the BACWA Biosolids Committee.

A copy of the BACWA memorandum is included as Attachment A to this report.



TO: Jeff Bell, Solano County Department of Resource Management
Anthony Endow, Solano County Department of Resource Management

FROM: Mary Cousins, Bay Area Clean Water Agencies (BACWA)

DATE: December 8, 2025

SUBJECT: Memorandum on Land Application of Biosolids in Solano County in 2025

BACWA is pleased to present its annual summary of land application of biosolids in Solano County.

Solano County Code, [Sec. 25-402](#) requires that “Biosolids applied to land shall meet the following requirements: (a) ... (9) Annually, after the close of the application season, there shall be a report prepared for the Board of Supervisors on the results of the past application season. The report shall include an update on the generator’s progress toward utilizing alternate technologies or methods for the reuse of biosolids other than land application or landfilling of Class B biosolids. Generators shall submit their progress report to the Administrative Authority by December 15th.”

There was no land application of Class B biosolids in Solano County in 2025. Therefore, the provisions of Solano County Code Sec. 25-402 requiring an annual report on progress towards alternatives to “land application or landfill of Class B biosolids” do not apply. BACWA is providing this brief memorandum to the Solano County Board of Supervisors as a courtesy. **Figure 1** shows historical biosolids land application rates in Solano County.

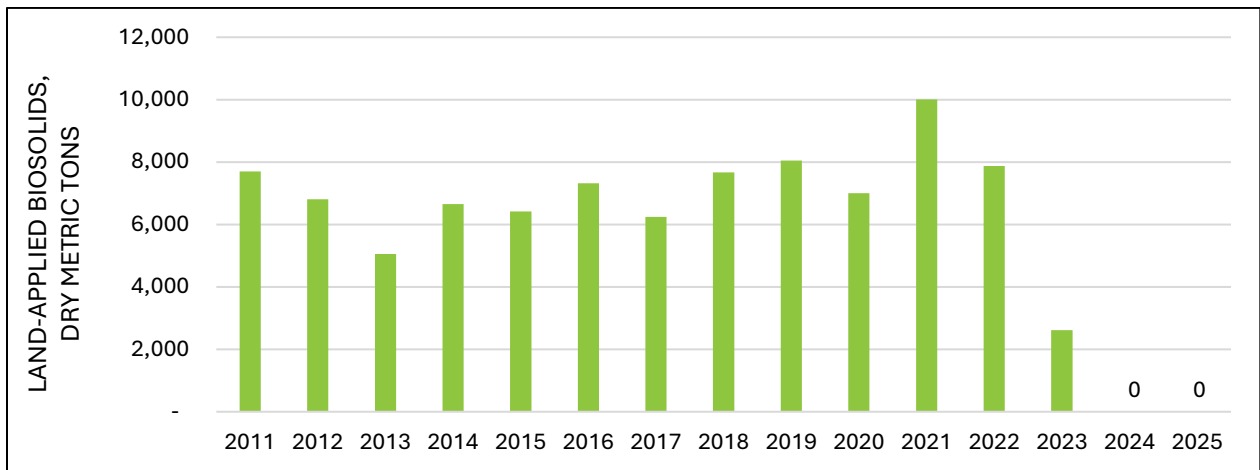


Figure 1. Total Annual Biosolids (Dry Tons) Land Applied in Solano County, 2011-2025
Data provided by Synagro. Biosolids-derived fertilizer products (e.g., LysteGro) are not included.

Bay Area wastewater agencies continue to work together through the [Bay Area Biosolids Coalition](#) to communicate the value of biosolids, advance scientific research, support the expansion of biosolids land application, and support the development of biosolids management options for the Bay Area. In July 2025, the Bay Area Biosolids Coalition merged with BACWA, becoming the BACWA biosolids committee. With this change, BACWA and the Bay Area Biosolids Coalition are now a single stop for information about Bay Area biosolids.

"The following document can be accessed via the link in the list below, in addition to being on file with the Clerk of the Board."

1. [A - Trihydro PFAS Report](#)



Solano County

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

Agenda Submittal

Agenda #:	34	Status:	Regular Calendar
Type:	Presentation	Department:	Health and Social Services
File #:	26-442	Contact:	Emery Cowan, 784-8400
Agenda date:	06/23/2026	Final Action:	
Title:	Receive a follow-up presentation regarding the establishment and composition of advisory committee structure for the Solano County Local Emergency Medical Services Agency (LEMSA); and Provide direction regarding the preferred advisory committee structure		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Regional County Comparison		

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

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

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services (H&SS) recommends that the Board of Supervisors:

1. Receive a follow-up presentation regarding the establishment and composition of advisory committee structure for the Solano County Local Emergency Medical Services Agency (LEMSA); and
2. Provide direction regarding the preferred advisory committee structure .

SUMMARY:

Under California law, each county is required to operate or participate in a Local Emergency Medical Services Agency (LEMSA), which is responsible for Emergency Medical Services (EMS) system oversight, ambulance regulation, paramedic medical control, quality improvement activities, and disaster medical coordination through the County’s Medical Health Operational Area Coordinator (MHOAC) responsibilities.

On November 18, 2025, the Board introduced an ordinance amending Chapter 7.1 of the Solano County Code to return LEMSAs authority directly to Solano County. The ordinance was subsequently adopted in December 2025 and became effective 30 days thereafter, formally designating the Health and Social Services Department, Public Health Division, as the County’s LEMSAs. This transition restored direct County oversight of EMS system functions, including ambulance contracting, regulatory compliance, medical control, quality monitoring, and overall system performance.

On May 12, 2026, the Board formally adopted a resolution withdrawing Solano County from the Solano Emergency Medical Services Cooperative (SEMSC) Joint Powers Authority. In addition, the Board considered

a recommendation on the establishment and composition of a LEMSA advisory committee. At that time, the Board requested staff to return at a future meeting and provide comparative options or best practices from other counties to support an informed decision-making process.

FINANCIAL IMPACT:

There is no cost to receive the presentation. The costs of administering the LEMSA are included in the Department's FY2025/26 Working Budget and FY2026/27 Recommended Budget.

DISCUSSION:

With the return of LEMSA authority to Solano County and the County's withdrawal from the SEMSC, the Board may wish to consider several options for maintaining stakeholder engagement, system coordination, and public input regarding the County's Emergency Medical Services (EMS) system.

A review of neighboring counties indicates that maintaining a formal EMS advisory body is the regional standard, however, the structure and participating bodies varies. Attachment A outlines the structure of the EMS advisory bodies of several neighboring counties including San Joaquin, Sacramento, Contra Costa, Napa, Sonoma, and Yolo Counties which all utilize Emergency Medical Care Committees (EMCCs) or EMS advisory committees that provide a structured forum for stakeholder engagement, system review, and coordination. Membership varies but typically includes representatives from hospitals, physicians, fire agencies, ambulance providers, dispatch centers, law enforcement, and community members. These bodies generally serve in an advisory capacity to the Board of Supervisors and/or the LEMSA and do not exercise operational, contractual, or regulatory authority.

Counties utilize these committees to promote transparency, facilitate collaboration among EMS system partners, review system performance and emerging issues, support long-range planning, and provide stakeholder input on clinical, operational, and community EMS matters. While committee structures vary, the common objective is to maintain a formal mechanism for communication and coordination among the organizations responsible for delivering emergency medical services throughout the county.

The following is an overview of advisory and governance structures utilized by surrounding counties and that presents potential options for Solano County's future EMS advisory framework.

Option 1: Establish a Solano County EMS Advisory Committee

Under this option, the Board establish a County-appointed EMS advisory committee. The committee would serve in an advisory capacity to the Board of Supervisors and the LEMSA, providing recommendations related to EMS system planning, stakeholder coordination, clinical and operational issues, public education, and system improvement initiatives.

This approach would provide the greatest flexibility for the County to tailor membership and representation to local needs and emerging priorities. Membership could include representatives from hospitals, physicians, fire agencies, emergency medical dispatch, behavioral health, ambulance providers, and community members. This model is consistent with advisory structures utilized by several neighboring counties, including San Joaquin and Sacramento, and allows the County to adapt membership over time as the EMS system evolves.

This approach is utilized by San Joaquin and Sacramento Counties. Advantages of this option include flexibility, broad stakeholder participation, and alignment with the County's transition to direct EMS system

oversight. Potential disadvantages include the absence of a specific statutory framework and the need for the County to establish committee roles, responsibilities, and governance requirements through local policy.

Establishing an EMS advisory committee is the staff recommendation. Should the Board choose to establish an EMS advisory committee, the next step would be to define membership of the Committee. The recommended membership includes:

- Hospital representatives / Certified Medical Professionals from Emergency base-station systems (3)
- Trauma center physician representatives (2)
- Public Safety Answering Point (PSAP)/EMS dispatch representative (1)
- Fire Chiefs (1 urban, 1 rural) (2)
- Community member (1)
- Behavioral Health representative (1)
- Exclusive Operating Area (EOA) 911 ambulance provider (1)
- 201 ambulance provider (1)
- Basic Life Support Interfacility Transport (BLS IFT) provider (1)

The committee would also include participation and staffing of the committee by the County Health Officer, EMS Medical Director, and EMS Administrator.

Option 2 - Establish an Emergency Medical Care Committee (EMCC)

Under this option, the Board would establish an Emergency Medical Care Committee (EMCC) pursuant to California Health and Safety Code Sections 1797.270 through 1797.276. An EMCC serves as a formal advisory body with responsibilities defined in state law, including annual review of ambulance services, emergency medical care, first aid practices, and community CPR and lifesaving training programs.

State law prescribes certain membership categories and reporting requirements for an EMCC, including:

- One emergency medicine physician and surgeon who is board certified or board eligible practicing at an emergency department within the jurisdiction of the local EMS agency.
- One registered nurse practicing within the jurisdiction of the local EMS agency.
- One licensed paramedic practicing within the jurisdiction of the local EMS agency. Whenever possible, the paramedic shall be employed by a public agency.
- One acute care hospital representative with an emergency department that operates within the jurisdiction of the local EMS agency.
- Additional advisory members in the fields of public health, social work, hospice, substance use disorder detoxification and recovery, or mental health practicing within the jurisdiction of the local EMS agency.

The committee would be responsible for providing observations and recommendations to the Board of Supervisors, the LEMSA, and the California Emergency Medical Services Authority.

This structure is utilized by Sonoma, Yolo, Contra Costa, and Napa Counties. Maintaining an EMCC is required if the LEMSA is a community paramedicine or triage to alternate destination program; this is not the case for Solano County, so an EMCC is not required. Advantages of this option include a clearly defined statutory framework, established reporting responsibilities, and statewide recognition of the committee's role. Potential disadvantages include less flexibility regarding membership and structure.

Option 3 - No Formal Advisory Body

Under this option, the Board would not establish a successor advisory committee to the SEMSC. EMS system oversight, stakeholder engagement, and coordination activities would remain the responsibility of the LEMSA and County staff through existing operational relationships, public meetings, and regulatory processes.

Advantages of this option include reduced administrative burden and fewer meeting requirements. Potential disadvantages include the loss of a structured forum for stakeholder participation, reduced transparency, fewer opportunities for coordinated system planning and feedback, and the absence of a formal mechanism for reviewing and discussing EMS system issues across participating agencies and community partners.

Next Steps

Regardless of the option selected, Solano County will continue to fulfill all statutory responsibilities associated with operating a LEMSA. Staff believe that maintaining a formal stakeholder engagement structure provides value by promoting collaboration, transparency, system planning, and coordination among EMS partners. Accordingly, staff recommend that the Board provide direction regarding its preferred advisory structure moving forward.

ALTERNATIVES:

The Board may choose not to receive the presentation or provide directions on the Governing Board and transition its role into a LEMSA Advisory Committee. This is not recommended, as clarity on EMS governance and stakeholder structure is necessary to support ongoing system operations, contracting, and compliance with state requirements.

OTHER AGENCY INVOLVEMENT:

County Counsel has been consulted regarding the ordinance and governance transition. Coordination with the California Emergency Medical Services Authority (EMSA) will continue as part of LEMSA oversight responsibilities.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Emergency Medical Services Advisory Committee Membership Regional County Comparison

County	Model Type	Total Members	Hospitals	Fire (ALS)	Fire (BLS)	Ambulance Providers	Air Medical	Dispatch	Law Enforcement	EMS Physician/Medical Director	EMS Agency/Admin	Behavioral Health	Training/Education	Community/At-Large	Elected/Public Representation	Tribal Representation	Other Notable Members
San Joaquin	Advisory	16	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						EMT & Paramedic Representatives
Sacramento	Advisory	14	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>				County Health Officer
Sonoma	EMCC	17	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>		Paramedic Association
Yolo	EMCC	12	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>	UC Davis Representative
Contra Costa	EMCC	26	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				Full EMS System Representation
Napa	EMCC	14	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>		Physician Advisory Groups
Solano (P-Proposed)	Advisory	16	P	P	P	P		P	P		P	P		P			Trauma Centers, Community Representatives, OES

governmental purpose. Approval of the recommended actions will authorize the TTCCC to take the necessary steps to place the measure before voters at the November 2026 General Election.

FISCAL IMPACT:

The costs associated with preparing this agenda item are nominal and included in the Department's FY2025/26 Working Budget.

The estimated cost associated with placing the measure on the November 2026 General Election ballot is approximately \$138,651. These costs will be absorbed through existing appropriations or addressed through future budget actions, as necessary. If approved by voters, the proposed increase in the TOT rate from 5% to 12% is estimated to generate approximately \$58,500 in additional annual General Fund revenue based on FY2024/25 collections. Actual revenues may vary depending on occupancy levels, tourism activity, and economic conditions.

ALTERNATIVES:

Alternative 1 - Decline to Adopt the Resolution

The Board may decline to adopt the resolution authorizing placement of the measure on the November 2026 General Election ballot. Under this alternative, the County would retain the current TOT rate of 5%, and no ballot measure would be submitted to voters.

Alternative 2 - Continue the Item

The Board may continue the item and direct staff to return with additional information or revisions regarding the proposed measure, ballot language, or implementation provisions before taking final action.

OTHER AGENCY INVOLVEMENT:

The Department coordinated with County Counsel and the County Administrator's Office in the development of this item.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2026- ____

A RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS CALLING FOR AN ELECTION AND ORDERING SUBMISSION TO THE QUALIFIED ELECTORS A MEASURE PROPOSING TO INCREASE THE SOLANO COUNTY TRANSIENT OCCUPANCY TAX RATE FROM FIVE PERCENT (5%) TO TWELVE PERCENT (12%) AND TO MAKE OTHER NON-SUBSTANTIVE CHANGES TO CHAPTER 11 OF THE SOLANO COUNTY CODE, AND ORDERING CONSOLIDATION OF THE ELECTION WITH THE GENERAL ELECTION TO BE HELD WITHIN SOLANO COUNTY ON NOVEMBER 3, 2026

Whereas, the Solano County Board of Supervisors (“Board”) is authorized under the provisions of Section 7280 of the California Revenue and Taxation Code to levy what is commonly known as a “Transient Occupancy Tax” or “TOT”, which is a general tax on the privilege of occupying a room or rooms, or other living space, in a hotel, motel, inn, vacation rental, or other lodging accommodations located within the unincorporated area of Solano County, unless the occupancy is for a period of more than thirty (30) days; and

Whereas, the County of Solano currently imposes a Transient Occupancy Tax at a rate of five percent (5%) of the rent charged by operators pursuant to Article II of Chapter 11 of the Solano County Code; and

Whereas, the Board has determined that additional revenues are needed to support essential County services and other lawful governmental purposes, and that it is in the best interest of the County and its residents to submit to the voters a proposed measure authorizing the TOT to be increased for general purposes in order to continue funding essential public services; and

Whereas, Article XIII C, Section 2(b) of the California Constitution, and Section 53723 of the California Government Code, require that before the County may impose or increase a general tax, the tax must be submitted to the voters and approved by a majority vote of the electorate; and

Whereas, pursuant to Section 9140 of the California Elections Code, the Board may submit to the voters, without petition, a measure relating to the enactment or amendment of any ordinance; and

Whereas, the Board has determined that it is appropriate and in the best interest of the County and its residents to submit to the voters a measure increasing the County's Transient Occupancy Tax rate from five percent (5%) to twelve percent (12%) applicable within the unincorporated areas of Solano County; and

Whereas, the ordinance to be considered by the qualified voters and the terms of approval, collection, and use of the general Transient Occupancy Tax are described and provided for in the ordinance entitled “An Ordinance amending Article II of Chapter 11 of the Solano County Code relating to Transient Occupancy Tax,” which is attached hereto as Attachment A (the “Measure”), and by this reference made an operative part hereof, in accordance with all applicable laws.

Now, Therefore Be It Resolved, pursuant to Elections Code section 9140 and Government Code section 53724, the Solano County Board of Supervisors hereby orders the submission of the Measure to the qualified voters of Solano County.

Resolved, the Board of Supervisors consents to the consolidation of the election on the Measure with the regularly scheduled general election to be held within the County on November 3, 2026.

Resolved, the ballot question in substantially the following form shall be included on the ballot, in addition to any other matters required by law to be on the ballot:

Measure H: SOLANO COUNTY UNINCORPORATED TRANSIENT OCCUPANCY TAX	Yes
To fund local programs and essential public services, shall Solano County increase its existing Transient Occupancy Tax, paid by tourists and others staying overnight at short-term lodging facilities in unincorporated areas (excluding cities), from 5% to 12% of the total rent charged, providing approximately an additional \$58,500 annually, until ended by the voters?	No

Resolved, the full text of the Measure shall be made available to the public in accordance with subdivisions (b)(3) and (b)(4) of Elections Code section 9160.

Resolved, the Registrar of Voters and the County Administrator are hereby authorized and directed to take any and all actions necessary under law to prepare for and conduct the general election and appropriate all monies necessary for the Registrar of Voters and County Administrator to prepare and conduct the general election consistent with state and local laws.

Resolved, County Counsel is authorized and directed to prepare and submit to the Registrar of Voters an impartial analysis of the Measure pursuant to Section 9160(b) of the California Elections Code.

Resolved, the Registrar of Voters is directed and authorized to certify the results of the election on the Measure to the Board of Supervisors.

Resolved, this resolution shall take effect immediately upon its adoption.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on June 23, 2026, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

MONICA BROWN, Chair
Solano County Board of Supervisors

ATTEST:
IAN M. GOLDBERG, Clerk
Solano County Board of Supervisors

By: _____
Alicia Draves, Chief Deputy Clerk

ORDINANCE NO. 2026-

An Ordinance amending Article II of Chapter 11 of the Solano County Code relating to Transient Occupancy Tax

The Solano County Board of Supervisors ordains as follows:

Section 1.

The purpose of this Ordinance is to amend Article II of Chapter 11 of the Solano County Code regarding transient occupancy tax (or "TOT") within the unincorporated areas of Solano County. TOT is a general tax on the privilege of occupying a room or rooms, or other living space, in a hotel, motel, inn, vacation rental, or other lodging accommodations located within the unincorporated area of Solano County, unless the occupancy is for a period of more than thirty (30) days. The Ordinance amends Article II of Chapter 11 to increase the tax rate from five percent (5%) to twelve percent (12%) and make other non-substantive changes.

Section 2.

Article II of Chapter 11 of the Solano County Code is hereby amended to read as follows:

11-20 Definitions

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

- (a) **Lodging.** Any accommodation consisting of one (1) or more rooms or other living spaces that are occupied or intended or designed for occupancy by transients for dwelling, lodging, or sleeping purposes. "Lodging" includes any hotel, inn, tourist home or house, motel, studio hotel, bed and breakfast, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, recreational vehicle park, or public or private campground, including campgrounds that are seasonal, year-round, or event based (e.g., camping offered in association with a fair, festival, or other special event). "Lodging" does not include any of the following:
- (1) A room in a hospital, medical clinic, convalescent home, or home for the aged;
 - (2) A room or other living space in a facility owned by a local government entity, or any campsite in a unit of the state park system; or
 - (3) A room or other living space in an organized camp, as that term is defined by Section 18897 of the Health and Safety Code.
- (b) **Occupancy.** The use or possession, or the right to use or possession, of one or more rooms or other living space in any lodging for dwelling, lodging, or sleeping purposes. For purposes of this subdivision, "occupancy" shall not mean the use or possession, or the right to use or possession, of a guest of the owner of a timeshare estate in a room or rooms in a timeshare project who accompanies the owner or who exercises that owner's right of occupancy in a timeshare estate either without payment of any compensation to the owner or pursuant to any form of an exchange program.

- (c) **Online Booking Service.** An internet-based service that advertises lodging being offered by operators, assists operators and transients in booking lodging reservations, and accepts payment of rent from transients and forwards all or a portion of that rent to the lodging operator.

- (d) **Operator.** The person who is the proprietor of the lodging, whether in the capacity of owner, lessee, sublessee, mortgagee in possession, licensee, or any other capacity. Where the operator performs some or all of his functions through a managing agent of any type or character other than an employee, the managing agent shall also be deemed an operator for the purposes of this article and shall have the same duties and liabilities as the principal. Compliance with the provisions of this article by either the proprietor or the managing agent shall be considered to be compliance by both.

- (e) **Rent.** The total consideration charged to a transient, whether or not received by the operator and exclusive of the amount of tax charged to the transient pursuant to this article, for the occupancy of a lodging room or other living space, valued in money, whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits and property and services of any kind or nature, without any deduction whatsoever. Rent includes, but is not limited to, charges for any of the following:
 - (1) Any and all expenses required to rent the room or lodging, including but not limited to charges such as nonrefundable housekeeping or cleaning fees, nonrefundable booking fees, pet fees, parking fees, linens charges, energy charges, resort fees, and the like, whether charged all inclusively or separately;
 - (2) Charges for equipment or furnishings, such as rollaway beds, cribs, television sets, and similar items;
 - (3) Charges for in-room services, such as movies and other services not subject to California sales taxes;
 - (4) Charges for utility or sewer hookups; or
 - (5) The fair market value of lodging provided as part of a package that includes other goods or services (e.g. a room and winery tour package).

Notwithstanding the foregoing, "Rent" does not include consideration or charges for any of the following, if separately itemized on the bill and if the transient has the option not to incur such additional charges in connection with the transient's occupancy of a lodging room or other living space:

- (6) Use of banquet or meeting rooms;
- (7) Use of recreational equipment (e.g., bicycles, horses) or off-site recreational facilities;
- (8) Childcare services;
- (9) Use of safes or other secure storage areas;

- (10) Food, meals, or beverages;
 - (11) Pay-per-view movies, video games, telephones, internet, and the like;
 - (12) Off-site tours or excursions;
 - (13) Shuttle service; or
 - (14) Cancellation charges other than nonrefundable booking fees.
- (f) **Room or other living space.** A room or portion of any room in any lodging; any cabin or tent cabin; or any space designated for the location of a mobile home or house trailer, tent trailer, recreational vehicle, tent, or other movable living space.
- (g) **Tax administrator.** The Solano County Treasurer/Tax Collector/County Clerk or designated deputy.
- (h) **Transient.** Any person who exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license or other agreement for a period of thirty consecutive days or less, counting portions of calendar days as full days. Any such person so occupying space in a lodging shall be deemed to be a transient until the period of 30 days has expired unless there is an agreement in writing between the operator and the occupant providing for a longer period of occupancy and the operator has provided a certificate of lease (in a form acceptable to the tax administrator) evidencing this agreement with the tax administrator as an attachment to the quarterly (or more frequent) transient occupancy tax reports required by Section 11-26.

11-21 Imposition of tax, Payment of tax by transient

For the privilege of occupancy in any lodging located in the unincorporated area of Solano County, each transient is subject to and shall pay a tax in the amount of twelve percent (12%) of the rent charged to the transient. Such tax constitutes a debt owed by the transient to the county, which is extinguished only by payment to the operator, to an online booking service that accepts payment of both rent and tax from the transient, or to the county. The transient shall pay the tax at the earliest of the following: (a) at the time the rent is paid by the transient to the operator, (b) at the time rent is paid by the transient to an online booking service, if the online booking service and the county have entered into an agreement whereby the booking service will collect tax from the transient, or (c) at the time the transient arrives at the lodging and prior to occupancy, if the transient has paid rent through an online booking service and the online booking service has not collected tax from the transient. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment. Any unpaid tax shall be due upon the transient's ceasing to occupy space in the lodging. If for any reason the tax due is not paid to the operator of the lodging or an online booking service with which the county has entered into a tax collection agreement, the tax administrator may require that such tax shall be paid by the transient directly to the tax administrator.

11-22 Exemptions from payment of tax

No tax levied by this article shall be imposed upon:

- (a) Any person who is an employee or officer of (i) a government outside the United States, (ii) the United States government, (iii) a Federal Credit Union organized and

operating under the Federal Credit Union Act, (iv) the state government, or (v) the government of a political subdivision of the state, and whose occupancy of the lodging is for the official business of his or her employer, provided an exemption certificate is submitted and payment is made directly to the lodging operator either by the governmental entity or credit union, or by the transient using a government-sponsored or credit union corporate charge card.

- (b) Any person for whom emergency housing is provided pursuant to a voucher issued by a non-profit tax-exempt agency or organization during times of natural disaster or calamity.
- (c) Complimentary rooms provided to the transient without charge for purposes of advertising or public relations, provided that no non-cash consideration other than advertising is given to the operator for use of the rooms.
- (d) The owner of a timeshare estate, as that term is defined in Section 11212 of the Business and Professions Code, and any guest accompanied by the owner, when occupying a room or rooms to which the owner retains an ownership interest.
- (e) The owner of a membership camping contract, as that term is defined in Section 1812.300 of the Civil Code, and any guest accompanied by the owner, when occupying a camping site to which the owner retains an ownership interest; or

11-23 Collection of tax; advertisements that tax will not be collected are prohibited

Each operator shall collect the tax imposed by this article to the same extent and at the same time as the rent is collected from every transient. The amount of tax shall be separately stated from the amount of the rent charged, and each transient shall receive a receipt for payment from the operator or, if rent and tax is paid to an online booking service, from the online booking service. No operator of a lodging and no online booking service shall advertise or state in any manner, whether directly or indirectly, that the tax or any part thereof will be assumed or absorbed by the operator, or that it will not be added to the rent, or that, if added, any part will be refunded except in the manner provided in this article.

11-24 Registration of lodging; issuance of certificates

- (a) Any person engaging in or about to engage in business as an operator of a lodging renting occupancy to transients shall register such lodging with the tax administrator, on a form provided by the tax administrator, together with payment of a registration fee as may be set by the board of supervisors. Such registration form shall set forth the name of the lodging proprietor, the name under which such person transacts or intends to transact business, the location of the lodging, the operator's property manager, if any, whether the operator or an online booking service is primarily responsible for collecting and reporting the tax, and such other information to facilitate the collection of tax as the tax administrator may require. If the lodging proprietor is a business entity, the names and addresses of the officers or the entity and the names and addresses of all partners or shareholders holding more than a twenty percent (20%) equity interest in the entity shall be listed on the form. The registration form shall be signed by the lodging proprietor if the proprietor is a natural person, by a member or partner in the case of an association or partnership, or by an executive officer or some person specifically authorized to act on behalf of a corporation. Any

changes in the information contained in a previously submitted registration form shall be reported to the tax administrator within thirty (30) days.

- (b) Upon submission by the operator of a complete registration form and its acceptance as complete by the tax administrator, the tax administrator shall issue a "Transient Occupancy Registration Certificate" to each operator of the lodging to collect the tax from transients. Such certificates shall be nonassignable and nontransferable and shall be surrendered immediately to the tax administrator upon the cessation of business at the location named or upon sale or transfer of the lodging. Each certificate shall be prominently displayed in the lodging so as to be seen and come to the notice readily of all occupants and persons seeking occupancy. Failure to post the certificate in a prominent place shall be a violation of Section 11-34 of this article. If rent is collected from the transient at a business office or location other than the lodging, the certificate shall be made readily available for viewing by any person seeking occupancy. If rent is collected from the transient at a website, the certificate number shall be displayed publicly on the listing for the lodging. The certificate shall contain the following information:
- (1) The name of the lodging proprietor, including the name under which such person transacts business.
 - (2) The address of the lodging.
 - (3) The date upon which the certificate was issued.
 - (4) Such other relevant information as may be required by the tax administrator to assist in correct reporting and collection of the transient occupancy tax.

The certificate shall also contain the following statement:

This Transient Occupancy Registration Certificate signifies that the person named on the face hereof has fulfilled the requirements of the Transient Occupancy Tax Ordinance of the County of Solano by registering with the Tax Administrator for the purpose of collecting from transients the Transient Occupancy Tax and remitting said tax to the Tax Administrator. This certificate does not authorize any person to conduct any unlawful business or to conduct any lawful business in an unlawful manner, or to operate a lodging without strictly complying with all local applicable laws, including but not limited to those requiring a permit from any board, commission, department, or office of this county. This certificate does not constitute a business license, a land use permit, or a license to operate lodging on these premises or to operate a lodging business without full compliance with all other statutes, ordinances, and zoning regulations.

11-25 Change of ownership or operator

- (a) In the event that there is a change in ownership or operator of any lodging facility, the new owner or operator is required to submit an updated registration form to the tax administrator.
- (b) Unless otherwise provided by law, upon the sale of any lodging facility:
 - (1) It is the joint and several liability of both the seller and buyer to remit any tax due up until the date of sale; and

- (2) A certificate of delinquent transient occupancy tax lien may be filed against both the seller and/or buyer in an amount determined by the tax administrator.
- (c) Following any change of ownership or operator, the new owner and operator are subject to an audit by the tax administrator.
- (d) Any owner of a lodging facility required to collect or pay transient occupancy tax may apply for and receive within ninety (90) days of application, an occupancy tax clearance certificate, provided that the taxes and any penalties are paid in full for the time period specified.

11-26 Filing of reports; remittance of tax

The tax administrator shall establish a reporting period for each operator holding an authority to collect tax pursuant to this article. No reporting period shall be greater than one year. Each operator whose reporting period is one month or longer shall, on or before the last day of the month following the close of the reporting period, make a return to the tax administrator on forms provided by the tax administrator of the total rents charged and received and the amount of tax collected for transient occupancies. Each operator whose reporting period is established at less than one month shall make the return to the tax administrator within three days after the close of the period. At the time the return is filed, the full amount of the tax collected shall be remitted to the tax administrator. If it is deemed to be in the best interest of the county, the tax administrator may require the operator to report and remit any taxes due by electronic means. Any additional information which the tax administrator may deem necessary in order to ensure collections shall be included with the return. When tax is collected by an online booking service, reporting and remittance of tax collected shall be performed as specified in a written agreement between the online booking service and the county. Returns and payments are due immediately upon cessation of business by an operator or online booking service for any reason. All taxes collected by operators or online booking services pursuant to this article shall be held in trust for the account of the county until payment thereof is made to the tax administrator.

11-27 Penalties for delinquent payment

- (a) **Original delinquency.** Except when an online booking service has collected tax from the transient and will remit the tax directly to the county pursuant to an agreement between the booking service and the county, any operator who fails to remit any tax imposed by this article within the time required shall pay a penalty of ten per cent of the amount of the tax, in addition to the amount of the tax.
- (b) **Continued delinquency.** Any operator who fails to remit any delinquent remittance on or before a period of thirty days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of ten percent of the amount of the tax, in addition to the amount of the tax and the ten percent penalty first imposed.
- (c) **Fraud.** If the tax administrator determines that the nonpayment of any remittance due under this article is due to fraud, a penalty of twenty-five per cent of the amount of the tax shall be added in addition to the penalties stated in subdivisions (a) and (b) of this section.

- (d) **Interest.** In addition to the penalties imposed, any operator who fails to remit any tax imposed by this article shall pay interest at the rate of one-half of one per cent per month or fraction thereof on the amount of the tax, exclusive of penalties, from the date on which the remittance first became delinquent until paid.
- (e) **Penalties merged with tax.** Every penalty imposed, such interest as accrues under the provisions of this section, and all tax administrator's actual costs of collection of tax incurred from the time of delinquency until the time the transient occupancy tax, penalties, and interest are actually paid or collected, shall become a part of the tax required to be paid under this article.

11-28 Determination of tax by tax administrator upon default of operator

If any operator shall fail or refuse to collect the tax imposed pursuant to this article, or to make, within the time provided in this article, any report and remittance of such tax or any portion thereof required by this article, the tax administrator shall proceed in such manner as the administrator may deem best to obtain facts and information on which to base an estimate of the tax due. As soon as the tax administrator shall procure such facts and information as the tax administrator is able to obtain upon which to base the assessment of any tax imposed by this article and payable by any operator who has failed or refused to collect the same and to make such report and remittance, the administrator shall proceed to determine and assess against such operator the tax, interest, and penalties provided for by this article. In case such determination is made, the tax administrator shall give a notice of the amount so assessed by serving it personally or by depositing it in the United States mail, postage prepaid, addressed to the operator so assessed at the operator's last known place of address. Such operator may, within ten days after the serving or mailing of such notice, make application in writing to the tax administrator for a hearing on the amount assessed. If application by the operator for a hearing is not made within the time prescribed, the tax, interest and penalties, if any, determined by the tax administrator, shall become final and conclusive and immediately due and payable. If such application is made, the tax administrator shall give not less than five days written notice in the manner prescribed in this article to the operator to show cause at a time and place fixed in such notice why such amount specified therein should not be fixed for such tax, interest, and penalties. At such hearing, the operator may appear and offer evidence why such specified tax, interest, and penalties should not be so fixed. After such hearing, the tax administrator shall determine the proper tax to be remitted and shall thereafter give written notice to the person in the manner prescribed in this article of such determination and the amount of such tax, interest, and penalties. The amount determined to be due shall be payable after fifteen days after the serving or mailing of such notice unless an appeal is taken as provided in section 11-30.

11-29 Deficiency determinations

If the tax administrator is not satisfied with a return filed by an operator of the amount of the tax required to be paid to the County pursuant to a return, the tax administrator may compute and determine the amount required to be paid upon the basis of facts contained in the return or upon the basis of any information within his or her possession or that may come into his or her possession. One (1) or more deficiency determinations may be made of the amount due for any period. The tax administrator shall give to the operator written notice of his or her determination in the same manner as provided in Section 11-28 of this article. The operator shall be entitled to apply for a hearing on the amount assessed to him pursuant to the procedure set forth in Section 11-28 of this article and shall thereafter be

entitled to appeal to the Board of Supervisors in accordance with the provisions of Section 11-30 of this article. The penalties and interest provided by Sections 11-27 of this article shall be applicable to the amount of deficiency established pursuant to this section.

11-30 Appeals

Any operator aggrieved by any decision of the tax administrator with respect to any amount of such tax, interest, and penalties, if any, may appeal to the board of supervisors by filing a notice of appeal with the clerk to the board of supervisors within fifteen days of the serving or mailing of the determination of tax due. The board of supervisors shall fix a time and place for hearing such appeal, and the clerk to the board of supervisors shall give notice in writing to such operator at the operator's last known place of business. The findings of the board of supervisors shall be final and conclusive and shall be served upon the appellant in the manner prescribed above for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of notice.

11-31 Refunds

- (a) Whenever the amount of any tax, interest, or penalty has been overpaid or paid more than once or has been erroneously or illegally collected or received by the tax administrator under this article, it may be refunded as provided in subdivisions (b) and (c) of this section, provided that a claim in writing, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the tax administrator by the person(s) who paid the tax, interest, or penalty, or the administrator or executor or such person, within three years of the date of payment. The claim shall be on forms furnished by the tax administrator. If the claim is approved by the tax administrator, the excess of any amount collected or paid may be refunded or may be credited on any amounts then due and payable from the person from whom it was collected or by whom it was paid. The balance may be refunded to such person, his administrators, or executors.
- (b) An operator may claim a refund or take as a credit against taxes to be collected and remitted the amount overpaid, paid more than once, or erroneously paid when it is established in a manner prescribed by the tax administrator that the operator from whom the tax has been paid has not collected that amount of tax and has committed an error in reporting.
- (c) Any operator may claim a refund or take as credit against taxes collected and remitted the amount overpaid, paid more than once or erroneously or illegally collected or received when it is established in a manner prescribed by the tax administrator that the person from whom the tax has been collected was not a transient; provided, that neither a refund nor a credit shall be allowed unless the amount of the tax so collected has either been refunded to the transient or credited to rent subsequently payable by the transient to the operator.
- (d) A transient may obtain a refund of taxes overpaid or paid more than once or erroneously or illegally collected or received by the county by filing a claim in the manner provided in subdivision (a) of this section, but only when the tax was paid by the transient directly to the tax administrator, or when the transient having paid the tax to the operator, establishes to the satisfaction of the tax administrator that the transient has been unable to obtain a refund from the operator who collected the tax.

- (e) No refund shall be paid under the provisions of this section unless the claimant establishes his right by written records showing entitlement.
- (f) Only the person who paid the tax, penalty, or interest and the person who made the tax refund claim that was rejected may bring an action against the county to recover such taxes. No other person may bring such an action.

11-32 Records to be kept

It shall be the duty of every operator liable for the collection and payment to the county of any tax imposed by this article to keep and preserve, for a period of three years, all records as may be necessary to determine the amount of such tax as the operator may have been liable for the collection of and payment to the county, which records the tax administrator shall have the right to inspect at all reasonable times.

11-33 Collection of tax, penalty, and interest by court action or lien

- (a) **Suit for Taxes.** Any tax required to be paid by any transient under the provisions of this article shall be deemed a debt owed by the transient to the county. Any such tax collected or required to be collected by an operator which has not been paid to the county shall be deemed a debt owed by the operator to the county. Any person owing money to the county under the provisions of this article who does not pay such tax by the date due shall be liable to an action brought in the name of the county for the recovery of such amount. This remedy is cumulative and not exclusive of any other remedy set out in this section.
- (b) If any transient occupancy tax, any penalty or interest thereon is unpaid as of the date of delinquency, the tax administrator may file, without fee, a certificate of transient occupancy tax delinquency for recordation in accordance with the procedure set forth in Revenue and Taxation Code Sections 2191.3-2191.4. This certificate shall specify the name of the operator who has defaulted in the payment of transient occupancy taxes collected; the last known business address of the operator, the amount of taxes, penalties, and interest in default; and certification by the tax administrator that the amount of the taxes, penalties, and interest has been correctly calculated. Upon recordation of this certificate of delinquency without a fee with the county recorder, the county shall have a lien against the operator which shall be enforceable as a lien against the operator's real property in the county under the provisions of Revenue and Taxation Code Section 2191.4-2193. The remedies under this subsection are cumulative and not exclusive of any other remedy in this section.

11-34 Violations

No operator or other person shall operate or offer a lodging for rent without compliance with this article, or fail or refuse to register the lodging as required in this article, or fail or refuse to post the transient occupancy registration certificate in a prominent place as required by Section 11-24 or 11-25, or fail or refuse to furnish any return required by Section 11-26, or fail or refuse to furnish a supplemental return or other data required by the tax administrator. No person required to make, render, sign, or verify any report or claim shall make any false or fraudulent report or claim with intent to defeat or evade the determination of any amount due required by this article to be made.

Section 3.

The transient occupancy tax imposed by this Ordinance is a general tax within the meaning of Government Code section 53721 and Article XIII C, section 1(a) of the California Constitution. The revenue generated by this general tax shall be deposited into the County General Fund and is available for general governmental purposes. The revenue from this general tax shall be available to the Board of Supervisors for annual appropriations in the County’s budget for any lawful expenditure. Nothing in this Ordinance nor in any other ordinance, advisory measure, resolution, or policy shall be construed as limiting, in any way, the amount or the objects of the appropriations and expenditures that can be made from the revue of the tax nor be construed as creating a continuing appropriation.

Section 4.

This Ordinance is exempt from the Environmental Quality Act (Public Resources Code § 21000, et seq.) (CEQA) pursuant to CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.) Section 15378(b)(4) because it creates a government funding mechanism, which is not a project subject to the requirements of CEQA. Prior to commencement of any project that may result from the expenditure of revenues from this tax increase, any necessary environmental review required by CEQA shall be completed.

Section 3.

Any portion of this ordinance deemed invalid or unenforceable shall be severed from the remainder, which shall remain in full force and effect.

Section 3.

If approved by a majority of the electorate voting on this ordinance at the November 3, 2026 general election, this Ordinance shall take effect on January 1, 2027.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on June 23, 2026, by the following vote:

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

MONICA BROWN, Chair
Solano County Board of Supervisors

ATTEST:
IAN M. GOLDBERG, Clerk
Solano County Board of Supervisors

By: _____
Alicia Draves, Chief Deputy Clerk

Introduced:
Adopted:
Effective:
Operative:

ORDINANCE NO. 2026-

An Ordinance amending Article II of Chapter 11 of the Solano County Code relating to Transient Occupancy Tax

The Solano County Board of Supervisors ordains as follows:

Section 1.

The purpose of this Ordinance is to amend Article II of Chapter 11 of the Solano County Code regarding transient occupancy tax (or "TOT") within the unincorporated areas of Solano County. TOT is a general tax on the privilege of occupying a room or rooms, or other living space, in a hotel, motel, inn, vacation rental, or other lodging accommodations located within the unincorporated area of Solano County, unless the occupancy is for a period of more than thirty (30) days. The Ordinance amends Article II of Chapter 11 to increase the tax rate from five percent (5%) to twelve percent (12%) and make other non-substantive changes.

Section 2.

Article II of Chapter 11 of the Solano County Code is hereby amended to read as follows:

11-20 Definitions

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

- (a) **Lodging.** Any accommodation consisting of one (1) or more rooms or other living spaces that are occupied or intended or designed for occupancy by transients for dwelling, lodging, or sleeping purposes. "Lodging" includes any hotel, inn, tourist home or house, motel, studio hotel, bed and breakfast, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, recreational vehicle park, or public or private campground, including campgrounds that are seasonal, year-round, or event based (e.g., camping offered in association with a fair, festival, or other special event). "Lodging" does not include any of the following:
- (1) A room in a hospital, medical clinic, convalescent home, or home for the aged;
 - (2) A room or other living space in a facility owned by a local government entity, or any campsite in a unit of the state park system; or
 - (3) A room or other living space in an organized camp, as that term is defined by Section 18897 of the Health and Safety Code.
- (b) **Occupancy.** The use or possession, or the right to use or possession, of one or more rooms or other living space in any lodging for dwelling, lodging, or sleeping purposes. For purposes of this subdivision, "occupancy" shall not mean the use or possession, or the right to use or possession, of a guest of the owner of a timeshare estate in a room or rooms in a timeshare project who accompanies the owner or who exercises that owner's right of occupancy in a timeshare estate either without payment of any compensation to the owner or pursuant to any form of an exchange program.

- (c) **Online Booking Service.** An internet-based service that advertises lodging being offered by operators, assists operators and transients in booking lodging reservations, and accepts payment of rent from transients and forwards all or a portion of that rent to the lodging operator.

- (d) **Operator.** The person who is the proprietor of the lodging, whether in the capacity of owner, lessee, sublessee, mortgagee in possession, licensee, or any other capacity. Where the operator performs some or all of his functions through a managing agent of any type or character other than an employee, the managing agent shall also be deemed an operator for the purposes of this article and shall have the same duties and liabilities as the principal. Compliance with the provisions of this article by either the proprietor or the managing agent shall be considered to be compliance by both.

- (e) **Rent.** The total consideration charged to a transient, whether or not received by the operator and exclusive of the amount of tax charged to the transient pursuant to this article, for the occupancy of a lodging room or other living space, valued in money, whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits and property and services of any kind or nature, without any deduction whatsoever. Rent includes, but is not limited to, charges for any of the following:
 - (1) Any and all expenses required to rent the room or lodging, including but not limited to charges such as nonrefundable housekeeping or cleaning fees, nonrefundable booking fees, pet fees, parking fees, linens charges, energy charges, resort fees, and the like, whether charged all inclusively or separately;
 - (2) Charges for equipment or furnishings, such as rollaway beds, cribs, television sets, and similar items;
 - (3) Charges for in-room services, such as movies and other services not subject to California sales taxes;
 - (4) Charges for utility or sewer hookups; or
 - (5) The fair market value of lodging provided as part of a package that includes other goods or services (e.g. a room and winery tour package).

Notwithstanding the foregoing, "Rent" does not include consideration or charges for any of the following, if separately itemized on the bill and if the transient has the option not to incur such additional charges in connection with the transient's occupancy of a lodging room or other living space:

- (6) Use of banquet or meeting rooms;
- (7) Use of recreational equipment (e.g., bicycles, horses) or off-site recreational facilities;
- (8) Childcare services;
- (9) Use of safes or other secure storage areas;

- (10) Food, meals, or beverages;
 - (11) Pay-per-view movies, video games, telephones, internet, and the like;
 - (12) Off-site tours or excursions;
 - (13) Shuttle service; or
 - (14) Cancellation charges other than nonrefundable booking fees.
- (f) **Room or other living space.** A room or portion of any room in any lodging; any cabin or tent cabin; or any space designated for the location of a mobile home or house trailer, tent trailer, recreational vehicle, tent, or other movable living space.
- (g) **Tax administrator.** The Solano County Treasurer/Tax Collector/County Clerk or designated deputy.
- (h) **Transient.** Any person who exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license or other agreement for a period of thirty consecutive days or less, counting portions of calendar days as full days. Any such person so occupying space in a lodging shall be deemed to be a transient until the period of 30 days has expired unless there is an agreement in writing between the operator and the occupant providing for a longer period of occupancy and the operator has provided a certificate of lease (in a form acceptable to the tax administrator) evidencing this agreement with the tax administrator as an attachment to the quarterly (or more frequent) transient occupancy tax reports required by Section 11-26.

11-21 Imposition of tax, Payment of tax by transient

For the privilege of occupancy in any lodging located in the unincorporated area of Solano County, each transient is subject to and shall pay a tax in the amount of ~~twelve~~five per-cent (~~12~~5%) of the rent charged to the transient. Such tax constitutes a debt ~~owed~~ by the transient to the county, which is extinguished only by payment to the operator, to an online booking service that accepts payment of both rent and tax from the transient, or to the county. The transient shall pay the tax at the earliest of the following: (a) at the time the rent is paid by the transient to the operator, (b) at the time rent is paid by the transient to an online booking service, if the online booking service and the county have entered into an agreement whereby the booking service will collect tax from the transient, or (c) at the time the transient arrives at the lodging and prior to occupancy, if the transient has paid rent through an online booking service and the online booking service has not collected tax from the transient. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment. Any unpaid tax shall be due upon the transient's ceasing to occupy space in the lodging. If for any reason the tax due is not paid to the operator of the lodging or an online booking service with which the county has entered into a tax collection agreement, the tax administrator may require that such tax shall be paid by the transient directly to the tax administrator.

11-22 Exemptions from payment of tax

No tax levied by this article shall be imposed upon:

- (a) Any person who is an employee or officer of (i) a government outside the United States, (ii) the United States government, (iii) a Federal Credit Union organized and operating under the Federal Credit Union Act, (iv) the state government, or (v) the government of a political subdivision of the state, and whose occupancy of the lodging is for the official business of his or her employer, provided an exemption certificate is submitted and payment is made directly to the lodging operator either by the governmental entity or credit union, or by the transient using a government-sponsored or credit union corporate charge card.
- (b) Any person for whom emergency housing is provided pursuant to a voucher issued by a non-profit tax-exempt agency or organization during times of natural disaster or calamity.
- (c) Complimentary rooms provided to the transient without charge for purposes of advertising or public relations, provided that no non-cash consideration other than advertising is given to the operator for use of the rooms.
- (d) The owner of a timeshare estate, as that term is defined in Section 11212 of the Business and Professions Code, and any guest accompanied by the owner, when occupying a room or rooms to which the owner retains an ownership interest.
- (e) The owner of a membership camping contract, as that term is defined in Section 1812.300 of the Civil Code, and any guest accompanied by the owner, when occupying a camping site to which the owner retains an ownership interest; or

11-23 Collection of tax; advertisements that tax will not be collected are prohibited

Each operator shall collect the tax imposed by this article to the same extent and at the same time as the rent is collected from every transient. The amount of tax shall be separately stated from the amount of the rent charged, and each transient shall receive a receipt for payment from the operator or, if rent and tax is paid to an online booking service, from the online booking service. No operator of a lodging and no online booking service shall advertise or state in any manner, whether directly or indirectly, that the tax or any part thereof will be assumed or absorbed by the operator, or that it will not be added to the rent, or that, if added, any part will be refunded except in the manner provided in this article.

11-24 Registration of lodging; issuance of certificates

- (a) Any person engaging in or about to engage in business as an operator of a lodging renting occupancy to transients shall register such lodging with the tax administrator, on a form provided by the tax administrator, together with payment of a registration fee as may be set by the board of supervisors. Such registration form shall set forth the name of the lodging proprietor, the name under which such person transacts or intends to transact business, the location of the lodging, the operator's property manager, if any, whether the operator or an online booking service is primarily responsible for collecting and reporting the tax, and such other information to facilitate the collection of tax as the tax administrator may require. If the lodging proprietor is a business entity, the names and addresses of the officers or the entity and the names and addresses of all partners or shareholders holding more than a twenty percent (20%) equity interest in the entity shall be listed on the form. The registration form shall be signed by the lodging proprietor if the proprietor is a natural person, by a

member or partner in the case of an association or partnership, or by an executive officer or some person specifically authorized to act on behalf of a corporation. Any changes in the information contained in a previously submitted registration form shall be reported to the tax administrator within thirty (30) days.

- (b) Upon submission by the operator of a complete registration form and its acceptance as complete by the tax administrator, the tax administrator shall issue a "Transient Occupancy Registration Certificate" to each operator of the lodging to collect the tax from transients. Such certificates shall be nonassignable and nontransferable and shall be surrendered immediately to the tax administrator upon the cessation of business at the location named or upon sale or transfer of the lodging. Each certificate shall be prominently displayed in the lodging so as to be seen and come to the notice readily of all occupants and persons seeking occupancy. Failure to post the certificate in a prominent place shall be a violation of Section 11-34 of this article. If rent is collected from the transient at a business office or location other than the lodging, the certificate shall be made readily available for viewing by any person seeking occupancy. If rent is collected from the transient at a website, the certificate number shall be displayed publicly on the listing for the lodging. The certificate shall contain the following information:
- (1) The name of the lodging proprietor, including the name under which such person transacts business.
 - (2) The address of the lodging.
 - (3) The date upon which the certificate was issued.
 - (4) Such other relevant information as may be required by the tax administrator to assist in correct reporting and collection of the transient occupancy tax.

The certificate shall also contain the following statement:

This Transient Occupancy Registration Certificate signifies that the person named on the face hereof has fulfilled the requirements of the Transient Occupancy Tax Ordinance of the County of Solano by registering with the Tax Administrator for the purpose of collecting from transients the Transient Occupancy Tax and remitting said tax to the Tax Administrator. This certificate does not authorize any person to conduct any unlawful business or to conduct any lawful business in an unlawful manner, or to operate a lodging without strictly complying with all local applicable laws, including but not limited to those requiring a permit from any board, commission, department, or office of this county. This certificate does not constitute a business license, a land use permit, or a license to operate lodging on these premises or to operate a lodging business without full compliance with all other statutes, ordinances, and zoning regulations.

11-25 Change of ownership or operator

- (a) In the event that there is a change in ownership or operator of any lodging facility, the new owner or operator is required to submit an updated registration form to the tax administrator.
- (b) Unless otherwise provided by law, upon the sale of any lodging facility:

- (1) It is the joint and several liability of both the seller and buyer to remit any tax due up until the date of sale; and
 - (2) A certificate of delinquent transient occupancy tax lien may be filed against both the seller and/or buyer in an amount determined by the tax administrator.
- (c) Following any change of ownership or operator, the new owner and operator are subject to an audit by the tax administrator.
- (d) Any owner of a lodging facility required to collect or pay transient occupancy tax may apply for and receive within ninety (90) days of application, an occupancy tax clearance certificate, provided that the taxes and any penalties are paid in full for the time period specified.

11-26 Filing of reports; remittance of tax

The tax administrator shall establish a reporting period for each operator holding an authority to collect tax pursuant to this article. No reporting period shall be greater than one year. Each operator whose reporting period is one month or longer shall, on or before the last day of the month following the close of the reporting period, make a return to the tax administrator on forms provided by the tax administrator of the total rents charged and received and the amount of tax collected for transient occupancies. Each operator whose reporting period is established at less than one month shall make the return to the tax administrator within three days after the close of the period. At the time the return is filed, the full amount of the tax collected shall be remitted to the tax administrator. If it is deemed to be in the best interest of the county, the tax administrator may require the operator to report and remit any taxes due by electronic means. Any additional information which the tax administrator may deem necessary in order to ensure collections shall be included with the return. When tax is collected by an online booking service, reporting and remittance of tax collected shall be performed as specified in a written agreement between the online booking service and the county. Returns and payments are due immediately upon cessation of business by an operator or online booking service for any reason. All taxes collected by operators or online booking services pursuant to this article shall be held in trust for the account of the county until payment thereof is made to the tax administrator.

11-27 Penalties for delinquent payment

- (a) **Original delinquency.** Except when an online booking service has collected tax from the transient and will remit the tax directly to the county pursuant to an agreement between the booking service and the county, any operator who fails to remit any tax imposed by this article within the time required shall pay a penalty of ten per cent of the amount of the tax, in addition to the amount of the tax.
- (b) **Continued delinquency.** Any operator who fails to remit any delinquent remittance on or before a period of thirty days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of ten percent of the amount of the tax, in addition to the amount of the tax and the ten percent penalty first imposed.
- (c) **Fraud.** If the tax administrator determines that the nonpayment of any remittance due under this article is due to fraud, a penalty of twenty-five per cent of the amount of the

tax shall be added in addition to the penalties stated in subdivisions (a) and (b) of this section.

- (d) **Interest.** In addition to the penalties imposed, any operator who fails to remit any tax imposed by this article shall pay interest at the rate of one-half of one per cent per month or fraction thereof on the amount of the tax, exclusive of penalties, from the date on which the remittance first became delinquent until paid.
- (e) **Penalties merged with tax.** Every penalty imposed, such interest as accrues under the provisions of this section, and all tax administrator's actual costs of collection of tax incurred from the time of delinquency until the time the transient occupancy tax, penalties, and interest are actually paid or collected, shall become a part of the tax required to be paid under this article.

11-28 Determination of tax by tax administrator upon default of operator

If any operator shall fail or refuse to collect the tax imposed pursuant to this article, or to make, within the time provided in this article, any report and remittance of such tax or any portion thereof required by this article, the tax administrator shall proceed in such manner as the administrator may deem best to obtain facts and information on which to base an estimate of the tax due. As soon as the tax administrator shall procure such facts and information as the tax administrator is able to obtain upon which to base the assessment of any tax imposed by this article and payable by any operator who has failed or refused to collect the same and to make such report and remittance, the administrator shall proceed to determine and assess against such operator the tax, interest, and penalties provided for by this article. In case such determination is made, the tax administrator shall give a notice of the amount so assessed by serving it personally or by depositing it in the United States mail, postage prepaid, addressed to the operator so assessed at the operator's last known place of address. Such operator may, within ten days after the serving or mailing of such notice, make application in writing to the tax administrator for a hearing on the amount assessed. If application by the operator for a hearing is not made within the time prescribed, the tax, interest and penalties, if any, determined by the tax administrator, shall become final and conclusive and immediately due and payable. If such application is made, the tax administrator shall give not less than five days written notice in the manner prescribed in this article to the operator to show cause at a time and place fixed in such notice why such amount specified therein should not be fixed for such tax, interest, and penalties. At such hearing, the operator may appear and offer evidence why such specified tax, interest, and penalties should not be so fixed. After such hearing, the tax administrator shall determine the proper tax to be remitted and shall thereafter give written notice to the person in the manner prescribed in this article of such determination and the amount of such tax, interest, and penalties. The amount determined to be due shall be payable after fifteen days after the serving or mailing of such notice unless an appeal is taken as provided in section 11-30.

11-29 Deficiency determinations

If the tax administrator is not satisfied with a return filed by an operator of the amount of the tax required to be paid to the County pursuant to a return, the tax administrator may compute and determine the amount required to be paid upon the basis of facts contained in the return or upon the basis of any information within his or her possession or that may come into his or her possession. One (1) or more deficiency determinations may be made

of the amount due for any period. The tax administrator shall give to the operator written notice of his or her determination in the same manner as provided in Section 11-28 of this article. The operator shall be entitled to apply for a hearing on the amount assessed to him pursuant to the procedure set forth in Section 11-28 of this article and shall thereafter be entitled to appeal to the Board of Supervisors in accordance with the provisions of Section 11-30 of this article. The penalties and interest provided by Sections 11-27 of this article shall be applicable to the amount of deficiency established pursuant to this section.

11-30 Appeals

Any operator aggrieved by any decision of the tax administrator with respect to any amount of such tax, interest, and penalties, if any, may appeal to the board of supervisors by filing a notice of appeal with the clerk to the board of supervisors within fifteen days of the serving or mailing of the determination of tax due. The board of supervisors shall fix a time and place for hearing such appeal, and the clerk to the board of supervisors shall give notice in writing to such operator at the operator's last known place of business. The findings of the board of supervisors shall be final and conclusive and shall be served upon the appellant in the manner prescribed above for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of notice.

11-31 Refunds

- (a) Whenever the amount of any tax, interest, or penalty has been overpaid or paid more than once or has been erroneously or illegally collected or received by the tax administrator under this article, it may be refunded as provided in subdivisions (b) and (c) of this section, provided that a claim in writing, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the tax administrator by the person(s) who paid the tax, interest, or penalty, or the administrator or executor or such person, within three years of the date of payment. The claim shall be on forms furnished by the tax administrator. If the claim is approved by the tax administrator, the excess of any amount collected or paid may be refunded or may be credited on any amounts then due and payable from the person from whom it was collected or by whom it was paid. The balance may be refunded to such person, his administrators, or executors.
- (b) An operator may claim a refund or take as a credit against taxes to be collected and remitted the amount overpaid, paid more than once, or erroneously paid when it is established in a manner prescribed by the tax administrator that the operator from whom the tax has been paid has not collected that amount of tax and has committed an error in reporting.
- (c) Any operator may claim a refund or take as credit against taxes collected and remitted the amount overpaid, paid more than once or erroneously or illegally collected or received when it is established in a manner prescribed by the tax administrator that the person from whom the tax has been collected was not a transient; provided, that neither a refund not a credit shall be allowed unless the amount of the tax so collected has either been refunded to the transient or credited to rent subsequently payable by the transient to the operator.
- (d) A transient may obtain a refund of taxes overpaid or paid more than once or erroneously or illegally collected or received by the county by filing a claim in the

manner provided in subdivision (a) of this section, but only when the tax was paid by the transient directly to the tax administrator, or when the transient having paid the tax to the operator, establishes to the satisfaction of the tax administrator that the transient has been unable to obtain a refund from the operator who collected the tax.

- (e) No refund shall be paid under the provisions of this section unless the claimant establishes his right by written records showing entitlement.
- (f) Only the person who paid the tax, penalty, or interest and the person who made the tax refund claim that was rejected may bring an action against the county to recover such taxes. No other person may bring such an action.

11-32 Records to be kept

It shall be the duty of every operator liable for the collection and payment to the county of any tax imposed by this article to keep and preserve, for a period of three years, all records as may be necessary to determine the amount of such tax as the operator may have been liable for the collection of and payment to the county, which records the tax administrator shall have the right to inspect at all reasonable times.

11-33 Collection of tax, penalty, and interest by court action or lien

- (a) **Suit for Taxes.** Any tax required to be paid by any transient under the provisions of this article shall be deemed a debt owed by the transient to the county. Any such tax collected or required to be collected by an operator which has not been paid to the county shall be deemed a debt owed by the operator to the county. Any person owing money to the county under the provisions of this article who does not pay such tax by the date due shall be liable to an action brought in the name of the county for the recovery of such amount. This remedy is cumulative and not exclusive of any other remedy set out in this section.
- (b) If any transient occupancy tax, any penalty or interest thereon is unpaid as of the date of delinquency, the tax administrator may file, without fee, a certificate of transient occupancy tax delinquency for recordation in accordance with the procedure set forth in Revenue and Taxation Code Sections 2191.3-2191.4. This certificate shall specify the name of the operator who has defaulted in the payment of transient occupancy taxes collected; the last known business address of the operator, the amount of taxes, penalties, and interest in default; and certification by the tax administrator that the amount of the taxes, penalties, and interest has~~ve~~ been correctly calculated. Upon recordation of this certificate of delinquency without a fee with the county recorder, the county shall have a lien against the operator which shall be enforceable as a lien against the operator's real property in the county under the provisions of Revenue and Taxation Code Section 2191.4-2193. The remedies under this subsection are cumulative and not exclusive of any other remedy in this section.

11-34 Violations

No operator or other person shall operate or offer a lodging for rent without compliance with this article, or fail or refuse to register the lodging as required in this article, or fail or refuse

to post the transient occupancy registration certificate in a prominent place as required by Section 11-24 or 11-25, or fail or refuse to furnish any return required by Section 11-26, or fail or refuse to furnish a supplemental return or other data required by the tax administrator. No person required to make, render, sign, or verify any report or claim shall make any false or fraudulent report or claim with intent to defeat or evade the determination of any amount due required by this article to be made.

Section 3.

The transient occupancy tax imposed by this Ordinance is a general tax within the meaning of Government Code section 53721 and Article XIII C, section 1(a) of the California Constitution. The revenue generated by this general tax shall be deposited into the County General Fund and is available for general governmental purposes. The revenue from this general tax shall be available to the Board of Supervisors for annual appropriations in the County’s budget for any lawful expenditure. Nothing in this Ordinance nor in any other ordinance, advisory measure, resolution, or policy shall be construed as limiting, in any way, the amount or the objects of the appropriations and expenditures that can be made from the revue of the tax nor be construed as creating a continuing appropriation.

Section 4.

This Ordinance is exempt from the Environmental Quality Act (Public Resources Code § 21000, et seq.) (CEQA) pursuant to CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.) Section 15378(b)(4) because it creates a government funding mechanism, which is not a project subject to the requirements of CEQA. Prior to commencement of any project that may result from the expenditure of revenues from this tax increase, any necessary environmental review required by CEQA shall be completed.

Section 3.

Any portion of this ordinance deemed invalid or unenforceable shall be severed from the remainder, which shall remain in full force and effect.

Section 3.

If approved by a majority of the electorate voting on this ordinance at the November 3, 2026 general election, this Ordinance shall take effect on January 1, 2027.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on June 23, 2026 by the following vote:

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

MONICA BROWN, Chair
Solano County Board of Supervisors

ATTEST:
IAN M. GOLDBERG, Clerk
Solano County Board of Supervisors

By: _____
Alicia Draves, Chief Deputy Clerk

Introduced:
Adopted:
Effective:
Operative:



Solano County

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

Agenda Submittal

Agenda #: 36 **Status:** Regular Calendar
Type: Resolution **Department:** Resource Management
File #: 26-528 **Contact:** JT Lee, 784-3231
Agenda date: 06/23/2026 **Final Action:**

Title: Consider adopting a resolution calling an election, requesting consolidation with the November 3, 2026 Statewide General Election, and requesting election services from the Registrar of Voters to submit to County voters a proposed ordinance amending Article XII of Chapter 11 of the Solano County Code to modernize and expand the County's business license tax structure for commercial energy production and resource extraction businesses and increase business license tax rates (4/5 vote required)

Governing body: Board of Supervisors
District: All
Attachments: A - Resolution, B - Measure E Tax (Clean), C - Measure E Tax (Redline), D - Data Center Calculation Sample

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

RECOMMENDATION:

The Department of Resource Management recommends the Board of Supervisors:

1. Adopt a resolution calling an election, requesting consolidation with the November 3, 2026 Statewide General Election, and requesting election services from the Registrar of Voters to submit to County voters a proposed ordinance amending Article XII of Chapter 11 of the Solano County Code to modernize and expand the County's business license tax structure for commercial energy production and resource extraction businesses and increase business license tax rates (4/5 vote required); and
2. Delegate authority to the County Administrator and County Counsel to take all actions necessary to place the measure on the November 3, 2026 ballot.

SUMMARY:

The Department of Resource Management requests Board adoption of a resolution calling an election and submitting to Solano County voters a measure entitled "An Ordinance Amending Article XII of Chapter 11 of the Solano County Code Relating to the Business License Tax Imposed on Commercial Energy Production, Resource Extraction Facilities, and Data Centers in the Unincorporated Areas of Solano County." The measure would be considered by voters at the November 3, 2026, General Election.

The current business license tax structure does not include adjustments for inflation and does not address other forms of commercial energy production, energy storage, resource extraction, or emerging land uses

such as data centers.

Following Board discussion on June 9, 2026, staff evaluated revised tax rates, annual Consumer Price Index for All Urban Consumers (CPI-U) adjustment mechanisms, and the potential inclusion of data centers. The proposed ordinance would amend and expand the County's existing business license tax provisions applicable to commercial energy production and resource extraction businesses. Specifically, it would increase the existing commercial wind turbine business license tax, extend applicability to commercial solar energy systems, establish annual CPI-U adjustments, and create new business license taxes for natural gas extraction facilities, battery energy storage systems, and data centers.

FISCAL IMPACT:

Based on existing facilities and current production levels, staff estimates the proposed ordinance would generate approximately \$353,000 in additional annual revenue. This estimate excludes any future revenue from data centers.

The costs associated with preparing this agenda item are nominal and are included in the Department's FY2025/26 Working Budget. The estimated cost for a countywide ballot measure is approximately \$138,651.

DISCUSSION:

Following Board direction on June 9, 2026, staff evaluated revised tax rates, annual CPI-U adjustments, the inclusion of data centers, and associated legal considerations.

The proposed ordinance would amend Article XII of Chapter 11 of the Solano County Code by:

- Increasing the business license tax on commercial wind turbine generators from \$0.00003 to \$0.00008 per kilowatt-hour of electrical energy generated;
- Extending the business license tax to commercial solar energy systems at \$0.00008 per kilowatt-hour of electrical energy generated;
- Establishing a business license tax of \$1.50 per megawatt-hour of approved electrical storage capacity for front-of-the-meter battery energy storage systems;
- Establishing a business license tax of \$0.30 per thousand cubic feet (Mcf) of natural gas extracted;
- Establishing a business license tax of \$0.12 per square foot of gross floor area for data centers; and
- Establishing annual CPI-U adjustments beginning January 1, 2028.

Staff evaluated the inclusion of data centers based on Board direction at the June 9, 2026 Board meeting. Because no data centers currently exist or are proposed within the unincorporated areas of the County, no revenues are currently projected for this category. Inclusion of data centers would establish a business license tax framework should future data center facilities be proposed within the unincorporated area.

Staff evaluated several alternative approaches for establishing a data center business license tax, including taxes based on electrical consumption, server capacity, and building size. Staff recommends a gross floor area-based tax because it is straightforward to administer, does not require access to proprietary operational

data, and can be verified through building permit and assessor records.

Staff has not identified any major U.S. data center markets that rely primarily on a recurring square-foot business license tax for data centers. Most jurisdictions derive data center revenues through property taxes, taxes on business personal property and equipment, utility-related taxes, or negotiated development agreements. In addition, we noted that in the state of Virginia, which is home to the largest number of data centers in the country, they have also established specialty taxes on data center equipment. A square-foot business license tax may represent a unique local approach rather than a commonly used industry model.

The proposed rate of \$0.12 per square foot annually is at the low end of the range of rates evaluated by staff and would generate approximately \$52,000 annually from a 436,000-square-foot data center comparable in size to recently approved facilities in California. Attachment D includes examples of California data center facilities ranging from approximately 244,000 to 436,000 square feet. At the proposed rate of \$0.12 per square foot annually, these facilities would generate approximately \$29,000 to \$52,000 in annual business license tax revenue.

Legal Framework and Ballot Requirements:

The attached resolution would call an election and submit the proposed ordinance to the voters pursuant to Government Code section 53724, Revenue and Taxation Code section 7284, and Elections Code section 9140.

Consistent with the current tax structure, revenues generated by the business license tax are deposited into the County General Fund and may be used for any lawful governmental purpose. Because the measure would amend a general tax, voter approval requires a simple majority vote pursuant to Article XIII C of the California Constitution (Proposition 218).

The measure would apply to facilities located within the unincorporated area of Solano County. Because the tax is a county general tax, all registered voters within Solano County would be eligible to vote on the measure, regardless of whether they reside within a city or the unincorporated area.

The resolution proposes the following ballot question:

"Shall Solano County update its business license tax to raise the commercial wind turbine rate (\$0.00003 to \$0.00008 per kWh) and extend the tax to commercial solar energy systems (\$0.00008 per kWh), battery energy storage systems (\$1.50 per MWh), natural gas extraction facilities (\$0.30 per McF), and data centers (\$0.12 per building square foot), with annual inflation adjustments, generating approximately an additional \$353,000 annually, until ended by the voters?"

To qualify for the November 3, 2026 General Election ballot, the Board must approve ballot placement no later than August 4, 2026.

Public Outreach:

Staff will prepare informational materials regarding the proposed measure and election process. All materials and communications prepared using County resources will be reviewed by County Counsel to ensure compliance with applicable laws prohibiting the use of public resources for campaign advocacy. The County's communications will be limited to factual and informational content and will not advocate for approval or rejection of the measure.

Environmental Review:

The proposed ordinance amendments are exempt from the California Environmental Quality Act (CEQA) Public Resources Code §21000, et seq., pursuant to CEQA Guidelines (Cal. Code Regs., tit. 14, §15000 et seq.) Section 15378(b)(4) and Section 15061(b)(3) (Common Sense Exemption).

ALTERNATIVES:

The Board could choose not to adopt the resolution and instead direct staff to evaluate alternative tax structures or tax rates, or return with a revised proposal. The existing business license tax structure would remain in effect, and the County would not realize the additional revenues associated with the proposed amendments unless approved through a future ballot measure.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2026-____

A RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS CALLING FOR AN ELECTION AND ORDERING SUBMISSION TO THE QUALIFIED ELECTORS A MEASURE PROPOSING TO UPDATE THE SOLANO COUNTY BUSINESS LICENSE TAX RELATING TO COMMERCIAL ENERGY PRODUCTION, RESOURCE EXTRACTION FACILITIES, AND DATA CENTERS, AND ORDERING CONSOLIDATION OF THE ELECTION WITH THE GENERAL ELECTION TO BE HELD WITHIN SOLANO COUNTY ON NOVEMBER 3, 2026

WHEREAS, Solano County established a business license tax on commercial wind turbine generators in 1994 pursuant to Revenue and Taxation Code Section 7284, and the current tax rate of three one-thousandths of one cent (\$0.00003) per kilowatt-hour has remained unchanged for more than thirty years; and

WHEREAS, the County's current business license tax on commercial wind turbine generators and other activities is provided for in Article XII of Chapter 11 of the Solano County Code (Business License Tax); and

WHEREAS, periodic inflation adjustments help preserve the real value of business license tax revenues over time and ensure that all covered industries continue to contribute equitably toward the cost of general County services and infrastructure; and

WHEREAS, the existing Business License Tax on commercial wind turbine generators does not contain an inflation adjustment mechanism and, as a result, the real value of revenue generated by the tax has substantially declined over time due to inflation since 1994; and

WHEREAS, since the adoption of the Business License Tax on commercial wind turbine generators in 1994, proposals for large-scale commercial solar energy systems, front-of-the-meter battery energy storage systems (BESS), natural gas well extraction facilities, and data centers have become increasingly prevalent throughout the State of California, and are anticipated to become more frequent in the unincorporated area of Solano County. However, these facilities are not currently subject to any business license tax specifically calibrated to their commercial activity or operational scale in Solano County; and

WHEREAS, commercial solar energy systems, BESS, natural gas well extraction facilities, and data centers, like commercial wind turbine generators, utilize County resources, and it is appropriate and in the best interest of the County and its residents to modernize the Business License Tax to ensure these facilities contribute toward the cost of general County infrastructure and services; and

WHEREAS, establishing consistent treatment across commercial energy generation, BESS, natural gas well extraction facilities, and data centers avoids inequities and ensures that all industries deriving commercial value from locally available resources contribute fairly to support County infrastructure and services; and

WHEREAS, Government Code section 53724 and Revenue and Taxation Code section 7284 authorize the Board of Supervisors, by a two-thirds vote of all its members, to propose a general tax; and

WHEREAS, Article XIII C of the California Constitution and California Government Code section 53723 require that before the County may impose or increase a general tax, the tax must be submitted to the voters and approved by a majority vote of the electorate; and

WHEREAS, the Board has determined that it is appropriate and in the best interest of the County and its residents to submit to the voters a measure applicable in the unincorporated area of Solano County that would increase the existing business license tax rate for commercial wind turbine generators, establish annual Consumer Price Index for All Urban Consumers (CPI-U) adjustments, and expand the business license tax to apply to commercial solar energy systems, front-of-the-meter BESS, natural gas well extraction facilities, and data centers, and establish an ongoing biennial CPI adjustment mechanism; and

WHEREAS, the ordinance to be considered by the qualified voters is entitled “An Ordinance Amending Article XII of Chapter 11 of the Solano County Code relating to the Business License Tax imposed on Commercial Energy Production, Resource Extraction Facilities, and Data Centers in the Unincorporated Areas of Solano County” which is attached hereto as Attachment A (the “Measure”), and by this reference made an operative part hereof, in accordance with all applicable laws.

NOW, THEREFORE BE IT RESOLVED, pursuant to Elections Code section 9140 and Government Code section 53724, the Solano County Board of Supervisors hereby orders the submission of the Measure to the qualified voters of Solano County.

RESOLVED, the Board of Supervisors consents to the consolidation of the election on the Measure with the regularly scheduled general election to be held within the County on November 3, 2026.

RESOLVED, the ballot question in substantially the following form shall be included on the ballot, in addition to any other matters required by law to be on the ballot:

Measure __: SOLANO COUNTY UNINCORPORATED BUSINESS LICENSE TAX	Yes
Shall Solano County update its business license tax to raise the commercial wind turbine rate (\$0.00003 to \$0.00008 per kWh) and extend the tax to commercial solar energy systems (\$0.00008 per kWh), battery energy storage systems (\$1.50 per MWh), natural gas extraction facilities (\$0.30 per McF), and data centers (\$0.12 per building square foot), with annual inflation adjustments, generating approximately an additional \$353,000 annually, until ended by the voters?	No

RESOLVED, the full text of the Measure shall be made available to the public in accordance with subdivisions (b)(3) and (b)(4) of the Elections Code Section 9160.

RESOLVED, the Registrar of Voters and the County Administrator are hereby authorized and directed to take any and all actions necessary under law to prepare for and conduct the general election and appropriate all monies necessary for the Registrar of Voters and County Administrator to prepare and conduct the general election consistent with state and local laws.

RESOLVED, County Counsel is authorized and directed to prepare and submit to the Registrar of Voters an impartial analysis of the Measure pursuant to Section 9160(b) of the California Elections Code.

RESOLVED, the Registrar of Voters is directed and authorized to certify the results of the election on the Measure to the Board of Supervisors.

RESOLVED, this resolution shall take effect immediately upon its adoption.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on June 23, 2026 by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

MONICA BROWN, Chair
Solano County Board of Supervisors

ATTEST:
IAN M. GOLDBERG, Clerk
Solano County Board of Supervisors

By: _____
Alicia Draves, Chief Deputy Clerk

ORDINANCE NO. 2026-

An Ordinance amending Article XII of Chapter 11 of the Solano County Code relating to the Business License Tax imposed on Commercial Energy Production, Resource Extraction Facilities, and Data Centers in the Unincorporated Areas of Solano County

The Solano County Board of Supervisors ordains as follows:

Section 1.

The purpose of this Ordinance is to amend Article XII of Chapter 11 of the Solano County Code to modernize the business license tax applicable in the unincorporated areas of Solano County as it relates to commercial wind turbine generators, commercial solar energy systems, front-of-the-meter battery energy storage systems, natural gas extraction facilities, and data centers. The Ordinance amends Article XII of Chapter 11 to increase the tax rate on commercial wind turbine generators (\$0.00003 to \$0.00008 per kWh) and to extend the tax to commercial solar energy systems (\$0.00008 per kWh), battery energy storage systems (\$1.50 per MWh), natural gas extraction facilities (\$0.30 per thousand cubic feet), and data centers (\$0.12 per building square foot), generating approximate \$353,000 of additional revenue annually, until ended by the voters.

Section 2.

Article XII of Chapter 11 of the Solano County Code is hereby amended to read as follows:

ARTICLE XII. BUSINESS LICENSE TAX

Sec. 11-160. Tax imposed

Pursuant to the authority granted by Revenue and Taxation Code Section 7284, as amended, there is established and imposed a business license tax on those activities and in those amounts specified below:

(a) Solid waste disposal at the base rate of five dollars (\$5.00) per ton of waste deposited at a licensed solid waste disposal facility, which rate shall be reduced to three dollars (\$3.00) per ton of waste deposited upon the occurrence of the three (3) conditions set forth in subdivisions (a)(1) and (2) of this section, and to remain at the three dollar (\$3.00) base rate until December 31, 2013, except for annual adjustments based upon the Bay Area Economic Consumer Index (ECI), so long as the conditions set forth in subdivisions (a)(1) and (2) of this section are in effect.

(1) The Potrero Hills Landfill operator shall have received all necessary approvals from the county, including a conditional land use permit and a marsh development permit, to allow for the receipt of expanded tonnage and/or Potrero Hills and Hay Road landfills reach an agreement for disposal of waste tonnage in the county which are in excess of the current permitted limit at Potrero Hills; and

(2) That the present exemption set forth under Section 11-163(i)(2) of this code for placement of asbestos materials in landfills, under the solid waste mitigation fee shall be eliminated.

(b) Well drilling mud disposal at the base rate of twenty cents (\$0.20) per ton of well drilling mud deposited at a licensed drilling mud disposal facility.

- (c) Electrical energy produced by commercial wind turbine generators and commercial solar energy systems at the base rate of eight one-thousandths of one cent (\$0.00008) per kilowatt-hour of electrical energy generated.
 - (1) Beginning January 1, 2028, and every year thereafter, the rate set forth in this subsection shall be adjusted to reflect changes in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, as published by the United States Bureau of Labor Statistics.
 - (2) The adjusted rate shall be calculated by multiplying the then-current rate by a fraction, the numerator of which is the CPI-U for the most recently published calendar year preceding the adjustment date, and the denominator of which is the CPI-U for the calendar year used in the previous adjustment.
 - (3) The adjusted rate shall be rounded to the nearest one ten-millionth of a dollar (\$0.0000001) per kilowatt-hour.
 - (4) The Director of Resource Management shall calculate and publish the adjusted rate, which shall take effect automatically without further action by the Board of Supervisors.

- (d) Front-of-the-meter (FTM) battery energy storage system at the base rate of one dollar and fifty cents (\$1.50) per megawatt-hour of capacity.
 - (1) Beginning January 1, 2028, and every year thereafter, the rate set forth in this subsection shall be adjusted to reflect changes in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, as published by the United States Bureau of Labor Statistics.
 - (2) The adjusted rate shall be calculated by multiplying the then-current rate by a fraction, the numerator of which is the CPI-U for the most recently published calendar year preceding the adjustment date, and the denominator of which is the CPI-U for the calendar year used in the previous adjustment.
 - (3) The adjusted rate shall be rounded to the nearest cent per megawatt-hour.
 - (4) The charge imposed by this subsection shall be calculated based on the approved electrical capacity of the front-of-the-meter battery energy storage system. This monthly charge shall equal the applicable rate multiplied by the project's rated electrical capacity, expressed in megawatt-hours (MWh), as approved by the County. The resulting monthly charge shall constitute a flat capacity-based tax, regardless of actual charging, or discharging of the system.
 - (5) The Director of Resource Management shall calculate and publish the adjusted rate, which shall take effect automatically without further action by the Board of Supervisors.

- (e) Natural gas well extraction facility at the base rate of 30 cents (\$0.30) per McF extracted.
 - (1) Beginning January 1, 2028, and every year thereafter, the rate set forth in this subsection shall be adjusted to reflect changes in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, as published by the United States Bureau of Labor Statistics.
 - (2) The adjusted rate shall be calculated by multiplying the then-current rate by a fraction, the numerator of which is the CPI-U for the most recently published calendar year preceding the adjustment date, and the denominator of which is the CPI-U for the calendar year used in the previous adjustment.
 - (3) The adjusted rate shall be rounded to the nearest cent per McF.
 - (4) The Director of Resource Management shall calculate and publish the adjusted rate, which shall take effect automatically without further action by the Board of

Supervisors.

- (f) Data centers at the base rate of 12 cents (\$0.12) per building square foot of gross floor area.
 - (1) Beginning January 1, 2028, and every year thereafter, the rate set forth in this subsection shall be adjusted to reflect changes in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, as published by the United States Bureau of Labor Statistics.
 - (2) The adjusted rate shall be calculated by multiplying the then-current rate by a fraction, the numerator of which is the CPI-U for the most recently published calendar year preceding the adjustment date, and the denominator of which is the CPI-U for the calendar year used in the previous adjustment.
 - (3) The adjusted rate shall be rounded to the nearest cent per square foot.
 - (4) The Director of Resource Management shall calculate and publish the adjusted rate, which shall take effect automatically without further action by the Board of Supervisors.

- (e) A marijuana business, as defined in this article, shall pay to the county fifteen (15%) percent of each dollar of its gross receipts for the reporting period.
 - (1) The board of supervisors, by resolution, may lower and raise this tax rate from time to time as it deems appropriate, so long as the tax does not exceed the maximum rate of fifteen (15%) percent of each dollar of gross receipts.
 - (2) Payment of the marijuana business tax shall not be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner. Nothing in this section shall be applied or construed as authorizing the sale of marijuana. This section is in addition to any other requirements set forth in the county's code and is not intended to exempt, substitute or replace any other requirements, permits, or licenses necessary for a marijuana business to operate legally in the county.

Sec. 11-161. Purpose of tax

This tax is enacted solely to raise revenue for general governmental purposes of the county and not for regulation. All of the proceeds from the tax imposed by this chapter shall be placed in the county's general fund and used for the usual current expenses of the county, however incurred.

Sec. 11-162. Effect of other ordinances

Persons required to pay a license tax for transacting and carrying on any business under this chapter shall not be relieved from the payment of any license fee for the privilege of doing such business required under any other ordinance of the county and shall remain subject to the regulatory provisions of other ordinances.

Sec. 11-163. Definitions

- (a) **Commercial wind turbine generator** means a wind-driven machine that converts wind energy into production of electrical power for the primary purpose of resale or off-site use.
- (b) **Commercial solar energy system** means a solar energy system that converts sunlight into the production of electrical power for the primary purpose of resale or off-site use.
- (c) **Front-of-the-meter (FTM) battery energy storage system** means a battery energy storage system (BESS) that is directly connected to the transmission or distribution grid

and primarily serves wholesale market functions such as grid support, frequency regulation, or energy arbitrage.

- (d) **Natural gas well extraction facility** means a drilled well or group of wells, together with associated surface and subsurface equipment, that extracts natural gas for the primary purpose of resale or off-site use, with production quantities reported in thousand cubic feet (MCF) or other standard volumetric gas units.
- (e) **Data center** means a building, dedicated space within a building, or group of buildings used to house networked computer servers, telecommunications equipment, data storage systems, and related information technology infrastructure for the primary purpose of storing, processing, managing, or transmitting digital data for off-site users, customers, businesses, organizations, or systems. A data center does not include computer servers, telecommunications equipment, or information technology infrastructure that are accessory to and primarily support on-site business, governmental, agricultural, industrial, or institutional use.
- (f) **Drilling mud waste** means all drilling mud derived from the development and production of oil and natural gas wells.
- (g) **Gross receipts** means the total amount actually received or receivable from all sales; the total amount of compensation actually received or receivable for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit allowed, whether or not such act or service is done as part of or in connection with the sale of materials, goods, wares or merchandise; and gains realized from trading in stocks or bonds, interest discounts, rents, royalties, fees, commissions, dividends, or other emoluments, however designated. Included in "gross receipts" shall be all receipts, cash, credits and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever, except that the following shall be excluded therefrom:
 - (1) Cash discounts allowed and taken on sales;
 - (2) Credit allowed on property accepted as part of the purchase price and which property may later be sold, at which time the sales price shall be included as gross receipts;
 - (3) Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;
 - (4) Such part of the sale price of property returned by purchasers upon rescission of a contract of sale as is refunded either in cash or by credit;
 - (5) Receipts of refundable deposits, except that such deposits when forfeited and taken into income of the business shall not be excluded;
 - (6) Amounts collected for others where the business is acting as an agent or trustee to the extent that such amounts are paid to those for whom collected, provided the agent or trustee has furnished the administrator with the names and addresses of the others and the amounts paid to them. This exclusion shall not apply to any fees, percentages, or other payments retained by the agent or trustee; and

(7) Cash value of sales, trades or transactions between departments or units of the same business.

As to any person engaged in the business of manufacturing or processing any goods, wares, merchandise, article or commodity at a fixed place of business within the county which does not generate gross receipts as defined in this section within the county, gross receipts shall be deemed to include the total of all expenses incurred in the manufacturing or processing of such goods at the business location within the county for payroll, utilities, depreciation, and/or rent.

As to any person engaged in the business of operating an administrative headquarters at a fixed place of business within the county who does not have gross receipts as defined in this section within the county, gross receipts shall be deemed to include the total gross payroll of all persons employed at such administrative headquarters.

- (h) **Gross floor area** shall be calculated as the total area of all floors of the building, including any loft or mezzanine, measured to the exterior finished surface of outside walls or to the centerline of common walls, including covered and enclosed space, but not including any exterior storage areas incidental to the principal use of the construction, including any garage, parking structure, security quarters, unenclosed walkway, or utility or disposal area.
- (i) **Kilowatt-hours (kwh)** means a measurement of electrical energy produced by commercial wind turbine generators and commercial solar energy systems.
- (j) **Megawatt-hours (MWh)** means a measurement of electrical energy produced by Front-of-the-meter (FTM) battery energy storage system.
- (k) **Thousand Cubic Feet (McF)** means a unit of measurement equal to one thousand (1,000) cubic feet of natural gas, used to quantify the volume of gas extracted.
- (l) **Licensed drilling mud waste disposal facility** means any facility or location where disposal of drilling mud occurs and is permitted by the local land use authority which has permit authority over the use, location or operation of the facility.
- (m) **Licensed solid waste disposal facility** means any facility or location where disposal of solid waste occurs and is permitted by the local land use authority, local solid waste enforcement agency and any other agency which has permit authority over the use, location or operation of the facility.
- (n) **Marijuana** has the same meaning as “cannabis” as defined in Business and Professions Code Section 19300.5(f), as may be amended from time to time.
- (o) **Marijuana business** means a commercial marijuana activity, regardless of whether it is for profit or nonprofit, including, but not limited to, planting, cultivation, harvesting, donating, transporting, manufacturing, compounding, testing, converting, processing, preparing, storing, packaging, distributing, making available, providing, or selling wholesale and/or retail sales of marijuana, whether fixed or mobile, temporary or permanent, regardless of whether for medical or nonmedical purposes.
- (p) **Solid waste:**
 - (8) Means all putrescible and nonputrescible solid, semisolid, and liquid wastes,

including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, detreated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes.

(9) Does not include hazardous waste or low-level radioactive waste regulated under the Health and Safety Code.

(10) Does not include medical waste regulated under the Health and Safety Code; provided, that the medical waste, whether treated or untreated, is not disposed of at a solid waste disposal facility. Medical waste which has been treated and which is deemed to be solid waste shall be regulated pursuant to this chapter.

(11) Does not include drilling mud derived from the development and production of oil and gas wells.

(12) Does not include materials which are recycled as defined by Public Resources Code Section 40180, as amended.

(q) **Tonnage** means the difference between the total weight of the solid waste or drilling mud received (measured in pounds) and the total weight diverted for recycling (measured in pounds) divided by two thousand (2,000).

(r) **Wind energy generation facility** means an installation of one (1) or more commercial wind turbine generators.

Sec. 11-164. Reporting

(a) For purposes of determining the net tonnage deposited for computation of the tax, each licensed solid waste facility or drilling mud facility shall make monthly reports of net tonnage to the Solano County department of resource management by the twenty-fifth day of the following month. The department of resource management shall verify the reports and submit the data quarterly to the Solano County auditor-controller on the twenty-fifth day of the month following the end of the quarter.

(b) For purposes of determining the electrical energy produced for computation of the wind and solar energy tax, each wind energy generation or commercial solar energy system facility shall make monthly report of the kilowatt-hours of energy produced by the facility to the Solano County department of resource management by the twenty-fifth day of the following month. The department of resource management shall verify the reports and submit the data quarterly to the Solano County auditor-controller.

(c) For purposes of determining the McF extracted from a natural gas well, each company shall make monthly report of volume extracted by the facility to the Solano County department of resource management by the twenty-fifth day of the following month. The department of resource management shall verify the reports and submit the data quarterly to the Solano County auditor-controller.

(d) For purposes of determining the electrical capacity for BESS, each facility shall make monthly report of the megawatt-hours of capacity to the Solano County department of resource management by the twenty-fifth day of the following month. The department of resource management shall verify the reports and submit the data quarterly to the Solano

County auditor-controller.

(e) For purposes of determining the gross floor area of data centers, each facility shall provide a report annually by March 30. The department of resource management shall verify and submit the data to the Solano County auditor-controller.

(f) A marijuana business shall report its gross receipts quarterly to the Solano County auditor-controller by the twenty-fifth day of the month following the end of the quarter.

Sec. 11-165. Payment of tax

The Solano County auditor-controller shall issue a quarterly tax bill to each marijuana business, licensed solid waste facility, licensed drilling mud disposal facility, commercial solar energy system, Front-of-the-meter (FTM) battery energy storage system, natural gas well extraction facility and wind energy generation facility, which shall be due and payable to the Solano County auditor-controller upon receipt and delinquent at the end of the month following the month issued.

The Solano County auditor-controller shall issue a yearly tax bill to each data center facility, which shall be due and payable to the Solano County auditor-controller upon receipt and delinquent at the end of the month following the month issued.

Sec. 11-166. Penalty for delinquency

A ten (10%) percent penalty shall be assessed on any tax not paid by the delinquent date. A facility or business subject to this article that is not current in its payment of any taxes pursuant to this chapter at the time of the annual renewal of its Solano County business license issued pursuant to Chapter 14 may be denied a license renewal until all taxes and penalties are paid.

Section 11-167. Exemption

The tax imposed by Section 11-160 shall not apply to any person or entity that is exempt from business license taxes under Federal or State law.

Section 3.

The business license tax established by this Ordinance is a general tax within the meaning of Government Code section 53721 and Article XIII C, section 1(a) of the California Constitution. The revenue generated by this general tax shall be deposited into the County General Fund and is available for general governmental purposes. The revenue from this general tax shall be available to the Board of Supervisors for annual appropriations in the County's budget for any lawful expenditure. Nothing in this Ordinance nor in any other ordinance, advisory measure, resolution, or policy shall be construed as limiting, in any way, the amount or the objects of the appropriations and expenditures that can be made from the revenue of the tax nor be construed as creating a continuing appropriation.

Section 4.

This Ordinance is exempt from the Environmental Quality Act (Public Resources Code § 21000, et seq.) (CEQA) pursuant to CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.) Section 15378(b)(4) because it creates a government funding mechanism, which is not a project subject

to the requirements of CEQA. Prior to commencement of any project that may result from the expenditure of revenues from this tax increase, any necessary environmental review required by CEQA shall be completed.

Section 5.

Any portion of this Ordinance deemed invalid or unenforceable shall be severed from the remainder, which shall remain in full force and effect.

Section 6.

If approved by a majority of the electorate voting on this ordinance at the November 3, 2026 general election, this Ordinance shall take effect on January 1, 2027.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on June 23, 2026 by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

MONICA BROWN, Chair
Solano County Board of Supervisors

ATTEST:
IAN M. GOLDBERG, Clerk
Solano County Board of Supervisors

By: _____
Alicia Draves, Chief Deputy Clerk

Introduced:
Adopted:
Effective:
Operative:

ORDINANCE NO. 2026-

An Ordinance amending Article XII of Chapter 11 of the Solano County Code relating to the Business License Tax imposed on Commercial Energy Production, Resource Extraction Facilities, and Data Centers in the Unincorporated Areas of Solano County

The Solano County Board of Supervisors ordains as follows:

Section 1.

The purpose of this Ordinance is to amend Article XII of Chapter 11 of the Solano County Code to modernize the business license tax applicable in the unincorporated areas of Solano County as it relates to commercial wind turbine generators, commercial solar energy systems, front-of-the-meter battery energy storage systems, natural gas extraction facilities, and data centers. The Ordinance amends Article XII of Chapter 11 to increase the tax rate on commercial wind turbine generators (\$0.00003 to \$0.00008 per kWh) and to extend the tax to commercial solar energy systems (\$0.00008 per kWh), battery energy storage systems (\$1.50 per MWh), natural gas extraction facilities (\$0.30 per thousand cubic feet), and data centers (\$0.12 per building square foot), generating approximate \$353,000 of additional revenue annually, until ended by the voters.

Section 2.

Article XII of Chapter 11 of the Solano County Code is hereby amended to read as follows:

ARTICLE XII. BUSINESS LICENSE TAX

Sec. 11-160. Tax imposed

Pursuant to the authority granted by Revenue and Taxation Code Section 7284, as amended, there is established and imposed a business license tax on those activities and in those amounts specified below:

(a) Solid waste disposal at the base rate of five dollars (\$5.00) per ton of waste deposited at a licensed solid waste disposal facility, which rate shall be reduced to three dollars (\$3.00) per ton of waste deposited upon the occurrence of the three (3) conditions set forth in subdivisions (a)(1) and (2) of this section, and to remain at the three dollar (\$3.00) base rate until December 31, 2013, except for annual adjustments based upon the Bay Area Economic Consumer Index (ECI), so long as the conditions set forth in subdivisions (a)(1) and (2) of this section are in effect.

(1) The Potrero Hills Landfill operator shall have received all necessary approvals from the county, including a conditional land use permit and a marsh development permit, to allow for the receipt of expanded tonnage and/or Potrero Hills and Hay Road landfills reach an agreement for disposal of waste tonnage in the county which are in excess of the current permitted limit at Potrero Hills; and

(2) That the present exemption set forth under Section 11-163(i)(2) of this code for placement of asbestos materials in landfills, under the solid waste mitigation fee shall be eliminated.

(b) Well drilling mud disposal at the base rate of twenty cents (\$0.20) per ton of well drilling mud deposited at a licensed drilling mud disposal facility.

~~(c)~~ Electrical energy produced by commercial wind turbine generators and commercial solar energy systems at the base rate of eight one-thousandths of one cent (\$0.0000300008) per kilowatt-hour of electrical energy generated.

~~(1)~~ Beginning January 1, 2028, and every year thereafter, the rate set forth in this subsection shall be adjusted to reflect changes in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, as published by the United States Bureau of Labor Statistics.

~~(2)~~ The adjusted rate shall be calculated by multiplying the then-current rate by a fraction, the numerator of which is the CPI-U for the most recently published calendar year preceding the adjustment date, and the denominator of which is the CPI-U for the calendar year used in the previous adjustment.

~~(3)~~ The adjusted rate shall be rounded to the nearest one ten-millionth of a dollar (\$0.0000001) per kilowatt-hour.

~~(e)(4)~~ The Director of Resource Management shall calculate and publish the adjusted rate, which shall take effect automatically without further action by the Board of Supervisors.

~~(d)~~ Front-of-the-meter (FTM) battery energy storage system at the base rate of one dollar and fifty cents (\$1.50) per megawatt-hour of capacity.

~~(1)~~ Beginning January 1, 2028, and every year thereafter, the rate set forth in this subsection shall be adjusted to reflect changes in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, as published by the United States Bureau of Labor Statistics.

~~(2)~~ The adjusted rate shall be calculated by multiplying the then-current rate by a fraction, the numerator of which is the CPI-U for the most recently published calendar year preceding the adjustment date, and the denominator of which is the CPI-U for the calendar year used in the previous adjustment.

~~(3)~~ The adjusted rate shall be rounded to the nearest cent per megawatt-hour.

~~(4)~~ The charge imposed by this subsection shall be calculated based on the approved electrical capacity of the front-of-the-meter battery energy storage system. This monthly charge shall equal the applicable rate multiplied by the project's rated electrical capacity, expressed in megawatt-hours (MWh), as approved by the County. The resulting monthly charge shall constitute a flat capacity-based tax, regardless of actual charging, or discharging of the system.

~~(5)~~ The Director of Resource Management shall calculate and publish the adjusted rate, which shall take effect automatically without further action by the Board of Supervisors.

~~(e)~~ Natural gas well extraction facility at the base rate of 30 cents (\$0.30) per McF extracted.

~~(1)~~ Beginning January 1, 2028, and every year thereafter, the rate set forth in this subsection shall be adjusted to reflect changes in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, as published by the United States Bureau of Labor Statistics.

~~(2)~~ The adjusted rate shall be calculated by multiplying the then-current rate by a fraction, the numerator of which is the CPI-U for the most recently published calendar year preceding the adjustment date, and the denominator of which is the CPI-U for the calendar year used in the previous adjustment.

~~(3)~~ The adjusted rate shall be rounded to the nearest cent per McF.

~~(4)~~ The Director of Resource Management shall calculate and publish the adjusted rate, which shall take effect automatically without further action by the Board of

Supervisors.

(f) Data centers at the base rate of -12 cents (\$0.12) per building square foot of gross floor area.

(1) Beginning January 1, 2028, and every year thereafter, the rate set forth in this subsection shall be adjusted to reflect changes in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, as published by the United States Bureau of Labor Statistics.

(2) The adjusted rate shall be calculated by multiplying the then-current rate by a fraction, the numerator of which is the CPI-U for the most recently published calendar year preceding the adjustment date, and the denominator of which is the CPI-U for the calendar year used in the previous adjustment.

(3) The adjusted rate shall be rounded to the nearest cent per square foot.

(4) The Director of Resource Management shall calculate and publish the adjusted rate, which shall take effect automatically without further action by the Board of Supervisors.

(d)(e) A marijuana business, as defined in this article, shall pay to the county fifteen (15%) percent of each dollar of its gross receipts for the reporting period.

(1) The board of supervisors, by resolution, may lower and raise this tax rate from time to time as it deems appropriate, so long as the tax does not exceed the maximum rate of fifteen (15%) percent of each dollar of gross receipts.

(2) Payment of the marijuana business tax shall not be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner. Nothing in this section shall be applied or construed as authorizing the sale of marijuana. This section is in addition to any other requirements set forth in the county's code and is not intended to exempt, substitute or replace any other requirements, permits, or licenses necessary for a marijuana business to operate legally in the county.

Sec. 11-161. Purpose of tax

This tax is enacted solely to raise revenue for general governmental purposes of the county and not for regulation. All of the proceeds from the tax imposed by this chapter shall be placed in the county's general fund and used for the usual current expenses of the county, however incurred.

Sec. 11-162. Effect of other ordinances

Persons required to pay a license tax for transacting and carrying on any business under this chapter shall not be relieved from the payment of any license fee for the privilege of doing such business required under any other ordinance of the county and shall remain subject to the regulatory provisions of other ordinances.

Sec. 11-163. Definitions

(a) Commercial wind turbine generator means a wind-driven machine that converts wind energy into production of electrical power for the primary purpose of resale or off-site use.

(b) Commercial solar energy system means a solar energy system that converts sunlight into the production of electrical power for the primary purpose of resale or off-site use.

~~(c)~~ **Front-of-the-meter (FTM) battery energy storage system** means a battery energy storage system (BESS) that is directly connected to the transmission or distribution grid and primarily serves wholesale market functions such as grid support, frequency regulation, or energy arbitrage.

~~(a)~~ **Natural gas well extraction facility** means a drilled well or group of wells, together with associated surface and subsurface equipment, that extracts natural gas for the primary purpose of resale or off-site use, with production quantities reported in thousand cubic feet (MCF) or other standard volumetric gas units.

~~(d)~~ _____

~~(b)~~~~(e)~~ **Data center** means a building, dedicated space within a building, or group of buildings used to house networked computer servers, telecommunications equipment, data storage systems, and related information technology infrastructure for the primary purpose of storing, processing, managing, or transmitting digital data for off-site users, customers, businesses, organizations, or systems. A data center does not include computer servers, telecommunications equipment, or information technology infrastructure that are accessory to and primarily support on-site business, governmental, agricultural, industrial, or institutional use.

~~(e)~~~~(f)~~ **Drilling mud waste** means all drilling mud derived from the development and production of oil and natural gas wells.

~~(d)~~~~(g)~~ **Gross receipts** means the total amount actually received or receivable from all sales; the total amount of compensation actually received or receivable for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit allowed, whether or not such act or service is done as part of or in connection with the sale of materials, goods, wares or merchandise; and gains realized from trading in stocks or bonds, interest discounts, rents, royalties, fees, commissions, dividends, or other emoluments, however designated. Included in "gross receipts" shall be all receipts, cash, credits and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever, except that the following shall be excluded therefrom:

- (1) Cash discounts allowed and taken on sales;
- (2) Credit allowed on property accepted as part of the purchase price and which property may later be sold, at which time the sales price shall be included as gross receipts;
- (3) Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;
- (4) Such part of the sale price of property returned by purchasers upon rescission of a contract of sale as is refunded either in cash or by credit;
- (5) Receipts of refundable deposits, except that such deposits when forfeited and taken into income of the business shall not be excluded;
- (6) Amounts collected for others where the business is acting as an agent or trustee to the extent that such amounts are paid to those for whom collected, provided the agent or trustee has furnished the administrator with the names and addresses of the others and

the amounts paid to them. This exclusion shall not apply to any fees, percentages, or other payments retained by the agent or trustee; and

(7) Cash value of sales, trades or transactions between departments or units of the same business.

As to any person engaged in the business of manufacturing or processing any goods, wares, merchandise, article or commodity at a fixed place of business within the county which does not generate gross receipts as defined in this section within the county, gross receipts shall be deemed to include the total of all expenses incurred in the manufacturing or processing of such goods at the business location within the county for payroll, utilities, depreciation, and/or rent.

As to any person engaged in the business of operating an administrative headquarters at a fixed place of business within the county who does not have gross receipts as defined in this section within the county, gross receipts shall be deemed to include the total gross payroll of all persons employed at such administrative headquarters.

~~(e)~~(h) **Gross floor area** shall be calculated as the total area of all floors of the building, including any loft or mezzanine, measured to the exterior finished surface of outside walls or to the centerline of common walls, including covered and enclosed space, but not including any exterior storage areas incidental to the principal use of the construction, including any garage, parking structure, security quarters, unenclosed walkway, or utility or disposal area.

~~(i)~~ **Kilowatt-hours (kwh)** means a measurement of electrical energy produced by commercial wind turbine generators and commercial solar energy systems.

~~(j)~~ **Megawatt-hours (MWh)** means a measurement of electrical energy produced by Front-of-the-meter (FTM) battery energy storage system.

~~(f)~~(k) **Thousand Cubic Feet (McF)** means a unit of measurement equal to one thousand (1,000) cubic feet of natural gas, used to quantify the volume of gas extracted.

~~(g)~~(l) **Licensed drilling mud waste disposal facility** means any facility or location where disposal of drilling mud occurs and is permitted by the local land use authority which has permit authority over the use, location or operation of the facility.

~~(h)~~(m) **Licensed solid waste disposal facility** means any facility or location where disposal of solid waste occurs and is permitted by the local land use authority, local solid waste enforcement agency and any other agency which has permit authority over the use, location or operation of the facility.

~~(i)~~(n) **Marijuana** has the same meaning as “cannabis” as defined in Business and Professions Code Section 19300.5(f), as may be amended from time to time.

~~(j)~~(o) **Marijuana business** means a commercial marijuana activity, regardless of whether it is for profit or nonprofit, including, but not limited to, planting, cultivation, harvesting, donating, transporting, manufacturing, compounding, testing, converting, processing, preparing, storing, packaging, distributing, making available, providing, or selling wholesale and/or retail sales of marijuana, whether fixed or mobile, temporary or permanent, regardless of whether for medical or nonmedical purposes.

~~(k)~~(p) **Solid waste:**

(8) Means all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, detreated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes.

(9) Does not include hazardous waste or low-level radioactive waste regulated under the Health and Safety Code.

(10) Does not include medical waste regulated under the Health and Safety Code; provided, that the medical waste, whether treated or untreated, is not disposed of at a solid waste disposal facility. Medical waste which has been treated and which is deemed to be solid waste shall be regulated pursuant to this chapter.

(11) Does not include drilling mud derived from the development and production of oil and gas wells.

(12) Does not include materials which are recycled as defined by Public Resources Code Section 40180, as amended.

~~(h)~~(q) **Tonnage** means the difference between the total weight of the solid waste or drilling mud received (measured in pounds) and the total weight diverted for recycling (measured in pounds) divided by two thousand (2,000).

~~(m)~~(r) **Wind energy generation facility** means an installation of one (1) or more commercial wind turbine generators.

Sec. 11-164. _____ Reporting of tonnage or kilowatt-hours or gross receipts

(a) For purposes of determining the net tonnage deposited for computation of the tax, each licensed solid waste facility or drilling mud facility shall make monthly reports of net tonnage to the Solano County department of resource management by the twenty-fifth day of the following month. The department of resource management shall verify the reports and submit the data quarterly to the Solano County auditor-controller on the twenty-fifth day of the month following the end of the quarter.

(b) For purposes of determining the electrical energy produced for computation of the wind and solar energy tax, each wind energy generation or commercial solar energy system facility shall make monthly report of the kilowatt-hours of energy produced by the facility to the Solano County department of resource management by the twenty-fifth day of the following month. The department of resource management shall verify the reports and submit the data quarterly to the Solano County auditor-controller.

(c) For purposes of determining the McF extracted from a natural gas well, each company shall make monthly report of volume extracted by the facility to the Solano County department of resource management by the twenty-fifth day of the following month. The department of resource management shall verify the reports and submit the data quarterly to the Solano County auditor-controller.

(d) For purposes of determining the electrical capacity for BESS, each facility shall make monthly report of the megawatt-hours of capacity to the Solano County department of resource management by the twenty-fifth day of the following month. The department of resource management shall verify the reports and submit the data quarterly to the Solano County auditor-controller.

(e) For purposes of determining the gross floor area of data centers, each facility shall provide a report annually by March 30. The department of resource management shall verify and submit the data to the Solano County auditor-controller.

(b)(f) A marijuana business shall report its gross receipts quarterly to the Solano County auditor-controller by the twenty-fifth day of the month following the end of the quarter.

Sec. 11-165. Payment of tax

The Solano County auditor-controller shall issue a quarterly tax bill to each marijuana business, licensed solid waste facility, licensed drilling mud disposal facility, commercial solar energy system, Front-of-the-meter (FTM) battery energy storage system, natural gas well extraction facility and wind energy generation facility, which shall be due and payable to the Solano County auditor-controller upon receipt and delinquent at the end of the month following the month issued.

The Solano County auditor-controller shall issue a yearly tax bill to each data center facility, which shall be due and payable to the Solano County auditor-controller upon receipt and delinquent at the end of the month following the month issued.

Sec. 11-166. Penalty for delinquency

A ten (10%) percent penalty shall be assessed on any tax not paid by the delinquent date. A facility or business subject to this article that is not current in its payment of any taxes pursuant to this chapter at the time of the annual renewal of its Solano County business license issued pursuant to Chapter 14 may be denied a license renewal until all taxes and penalties are paid.

Section 11-167. Exemption

The tax imposed by Section 11-160 shall not apply to any person or entity that is exempt from business license taxes under Federal or State law.

Section 3.

The business license tax established by this Ordinance is a general tax within the meaning of Government Code section 53721 and Article XIII C, section 1(a) of the California Constitution. The revenue generated by this general tax shall be deposited into the County General Fund and is available for general governmental purposes. The revenue from this general tax shall be available to the Board of Supervisors for annual appropriations in the County's budget for any lawful expenditure. Nothing in this Ordinance nor in any other ordinance, advisory measure, resolution, or policy shall be construed as limiting, in any way, the amount or the objects of the appropriations and expenditures that can be made from the revenue of the tax nor be construed as creating a continuing appropriation.

Section 4.

This Ordinance is exempt from the Environmental Quality Act (Public Resources Code § 21000, et seq.) (CEQA) pursuant to CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.) Section 15378(b)(4) because it creates a government funding mechanism, which is not a project subject to the requirements of CEQA. Prior to commencement of any project that may result from the expenditure of revenues from this tax increase, any necessary environmental review required by CEQA shall be completed.

Section 5.

Any portion of this Ordinance deemed invalid or unenforceable shall be severed from the remainder, which shall remain in full force and effect.

Section 6.

If approved by a majority of the electorate voting on this ordinance at the November 3, 2026 general election, this Ordinance shall take effect on January 1, 2027.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on June 23, 2026 by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

MONICA BROWN, Chair
Solano County Board of Supervisors

ATTEST:
IAN M. GOLDBERG, Clerk
Solano County Board of Supervisors

By: _____
Alicia Draves, Chief Deputy Clerk

Introduced:
Adopted:
Effective:
Operative:

Data Centers In California - Example Rates per Square Foot

Site Name	Site Size (Acres)	Data Center Facility (Square Feet)	10¢ Per Square Foot	12¢ Per Square Foot	15¢ Per Square Foot	25¢ Per Square Foot	30¢ Per Square Foot	50¢ Per Square Foot	75¢ Per Square Foot	\$1 Per Square Foot
Gilroy Data Center / Amazon Data Services, 8050 Camino Arroyo area	52	436,000	\$ 43,600.00	\$ 52,320.00	\$ 65,400.00	\$ 109,000.00	\$ 130,800.00	\$ 218,000.00	\$ 327,000.00	\$ 436,000.00
2805 Bowers Avenue - Data Center	5.2	244,068	\$ 24,406.80	\$ 29,288.16	\$ 36,610.20	\$ 61,017.00	\$ 73,220.40	\$ 122,034.00	\$ 183,051.00	\$ 244,068.00
Pittsburg Data Hub / AVAIO, 2242 Golf Club Road	76	347,740	\$ 34,774.00	\$ 41,728.80	\$ 52,161.00	\$ 86,935.00	\$ 104,322.00	\$ 173,870.00	\$ 260,805.00	\$ 347,740.00
STACK SVY03A Data Center Campus, Eden Landing / Production Avenue area	11	310,000	\$ 31,000.00	\$ 37,200.00	\$ 46,500.00	\$ 77,500.00	\$ 93,000.00	\$ 155,000.00	\$ 232,500.00	\$ 310,000.00
San José Data Center / Microsoft, Alviso-Milpitas Road area	64.59	356,000	\$ 35,600.00	\$ 42,720.00	\$ 53,400.00	\$ 89,000.00	\$ 106,800.00	\$ 178,000.00	\$ 267,000.00	\$ 356,000.00

