

SIDE LETTER AGREEMENT
TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SOLANO AND
SOLANO COUNTY DEPUTY SHERIFF'S ASSOCIATION (DSA) UNITS 3 AND 4

Temporary Law Enforcement Services to Contract City- Vallejo

This will confirm an understanding reached between the County of Solano (hereafter referred to as the "County") and the Solano County Deputy Sheriff's Association (hereafter referred to as the "Association"), representing Units 3 and 4. Collectively, County and Association are hereafter referred to as "the parties."

The Parties have met and conferred to discuss a proposed contract with the City of Vallejo for the Sheriff's Office to provide temporary law enforcement services within the City of Vallejo (hereafter referred to as "the City Contract") and temporarily expand the use of retired annuitants as extra help staffing in the Courts consistent with the provisions of SB1379. "City Contract" means the form of that contract in effect at any point in time.

The parties agree that, in addition to the existing provisions within the Units 3 and 4 MOUs, the following provisions will also be in place for any Solano County Sheriff Deputy or Sergeant Sheriff assigned to provide law enforcement services under the City Contract:

1. The Sheriff's Office will assign only experienced and qualified personnel to perform services under the City Contract, using the volunteer lateral assignment process as defined in the applicable Unit #3 and Unit #4 Memoranda of Understanding. Sergeants and Deputies may volunteer to make the Vallejo assignment their primary lateral assignment. While participation will not be mandated as a primary assignment, the Sheriff's Office may temporarily assign non-volunteers to support a major incident or fill a shift only when overall staffing levels across the County are sufficient.

If there is not enough staffing available to meet the County's operational needs for a City Contract shift, personnel will not be pulled from other assignments. In such cases, the Vallejo City Contract will either remain unstaffed for that shift or be staffed at a reduced level. When reduced staffing of the City Contract is necessary, coverage will be consolidated into fewer beats, rather than assigning fewer personnel per beat.

During the meet and confer, the parties discussed and agreed that the current staffing level in the Sheriff's Office is not sufficient to support assigning 17 full-time equivalent employees to Vallejo by January 1, 2026 as set forth in the City Contract. Therefore, it is the Sheriff's Office's intent to meet and confer with the City of Vallejo and implement the reduced staffing model outlined in Exhibit A by January 1, 2026. The Sheriff's Office intends to bolster staffing pursuant to the City Contract when staffing levels increase to a sufficient level.

2. County employee schedules will be consistent with the applicable Memorandum of Understanding.

3. Currently, there are 23 full-time deputy sheriff positions and two sheriff sergeant positions allocated to the Solano County Superior Courts ("Courts"). The County acknowledges that these positions (Deputy Sheriff (Bailiff) and Sergeant) in the Courts are Association-represented positions, and the duties

performed are bargaining unit work. Currently, 20 of the 25 total allocated positions are filled by full-time employees from Units 3 and 4. The remaining five positions are filled by retired annuitants. As of the date of this Agreement, there are 16 retired annuitants working in Courts to fill the five vacant positions, but the Association recognizes this number of retired annuitants may fluctuate.

4. SB 1379 authorizes the County to employ up to 20 retired annuitants in excess of the standard 960-hour annual limit, for the sole purpose of supporting services provided under the City Contract, through January 27, 2027. Accordingly, during the duration of the City Contract, the County intends to employ more sworn retired annuitants than it typically does to augment court staffing. This expanded use of annuitants is on a short term, temporary basis, and is intended to support, not supplant, bargaining unit work, as has been the established past practice between the parties. The Association reserves the right to meet and confer over any other use of annuitants as part of this City Contract.

During the duration of the City Contract, the Sheriff's Office will continue its current practices for addressing staffing shortages in the Courts. As a general practice, sworn retired annuitants are utilized to cover daily vacancies, and regular personnel are assigned overtime to cover absences resulting from training, vacation, sick leave, or similar causes.

If an insufficient number of sworn retired annuitants are available to cover daily vacancies in the Courts, additional overtime is required. Overtime opportunities are first offered on a voluntary basis and shall only be assigned on a mandatory basis if there are an insufficient number of volunteers.

Upon expiration or termination of the City Contract, the Sheriff's Office's use of sworn retired annuitants shall revert to existing practices, both in method and in number as set forth in paragraph 3 above.

5. The County reserves the right to assign personnel performing services under the City Contract to other tasks in the County unrelated to the City Contract, if deemed necessary by the Sheriff's Office.

6. The City Contract grants the County authority to enforce the rules, regulations, codes, and ordinances of the City and requires the full cooperation and assistance of the City, its officers, agents, and employees in doing so. However, County personnel shall not be required to comply with City policies or directives.

7. Calls for service generated at the City of Vallejo Police Department (commonly referred to as counter reports) will be assigned to the Vallejo Police Department unless the incident generating the call for service originated in a City Contract beat staffed by the Sheriff's Department that shift.

8. The City shall not maintain personnel records as defined by the Labor Code, Penal Code or any other rule, law or policy for any County employees. The County shall request that the City provide prompt notice of any records request that may result in the disclosure of information identifying a bargaining unit member for incidences occurring within the City Contract beats. Upon receipt of such notice, the County shall promptly notify the affected bargaining unit member(s). This practice shall not set a precedent nor continue at the conclusion of the City Contract.

9. The County shall meet with the Association on a quarterly basis, or more frequently as necessary, to review the services provided under the City Contract and address any operational or

administrative issues that may arise.

11. Any changes to, or expansion of, services beyond the City Contract shall trigger the duty to meet and confer.

12. The parties to this Side Letter Agreement understand that the provision of services by the Sheriff to the City of Vallejo pursuant to the City Contract is contemplated from the outset to be for only a limited time period, and therefore the Sheriff reserves the right to cease assigning employees to any of the assignments or tasks under the City Contract at any time, for any reason or no reason, in the Sheriff's sole and individual discretion without any County or Sheriff duty of notice nor any duty to meet and confer about the substance or potential effects of ceasing to assign employees in the City.

13. Upon termination of the City Contract, County employee reassignments shall follow existing practice and applicable MOU provisions.

14. This Side Letter Agreement shall not be interpreted to modify or affect the application of any other provision of the MOU.

15. This Side Letter of Agreement will expire automatically upon expiration of the City Contract, 11:59 p.m. on December 31, 2026, unless the City Contract is terminated earlier. If for any reason the City Contract ceases to be in effect or operative prior to its expiration, this Side Letter Agreement ends automatically without further obligation other than compensation by the County to employees for hours already worked during the time it was in effect.

FOR THE COUNTY:

FOR THE UNION:

Niger Edwards
Director of Human Resources

Ryan Wallace
President

Date: _____

Date: _____

Mark Bartley
Labor Relations Consultant,
Mastagni Holstedt, A.P.C.

Date: _____

Exhibit A

- 7 Deputies (6 + 1 Limited Term Sgt)
- 4-10 Schedule
- Wednesday through Saturday from 1400-2400
- Coverage of Vallejo City Beats 2, 3 and 4
- Vallejo PD (physically located in Beat 4) is not our responsibility. We may respond to counter reports if the report is triaged and reported to have occurred in one of our respective beats.