



SOLANO COUNTY SHERIFF'S OFFICE

Thomas A. Ferrara, Sheriff-Coroner

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April 1, 2025

City of Vallejo | Mayor's Office
555 Santa Clara Street
Vallejo, CA 94590

Mayor Andrea Sorce:

Re: Questions Submitted March 20, 2025

This correspondence is provided in response to the questions you submitted via email on the evening of March 20, 2025. Over the past two years, the Solano County Sheriff's Office has worked diligently to develop and present an operational plan to support the City of Vallejo Police Department in addressing its emergency staffing challenges. We have collaborated with the Vallejo City Manager, Police Chief, and a range of legislative, community, and governmental stakeholders to establish a public safety model tailored to the city's needs. Additionally, I have consulted with the Solano County Administrator's Office, County Counsel, and our fiscal team to explore ways to reduce the overall cost of the contract while maintaining a safe and effective level of service. As you are aware, government liability and insurance costs continue to rise, making accurate projections increasingly complex. We look forward to your continued engagement and the opportunity to further discuss your position with the Solano County Board of Supervisors.

1. Can you outline the admin overhead costs included in the contract, and is there a possibility of reducing that?

Comment: There is not a possibility of reducing this cost; actual staff time spent may exceed this amount.

Administrative Overhead costs include additional administrative costs required to staff and support the Vallejo contract including recruitment and hiring to include pre-employment background investigations, payroll processing, extended leave administration, peer support, Records & Warrants, contract development and administration, fiscal support, command staff time (Captain, Undersheriff, Sheriff), Dispatch equipment, maintenance, supervision and management costs,

Dedicated to Community Service

training costs, administrative investigations, use of force reviews, policy review, changes and implementation and PRA requests.

2. If deputies are involved in a use of force or other incident and are found to have violated policy, will the S.O. commit to taking on that liability?

Comment: The County would assume liability for loss or damage caused by the willful misconduct of its deputies as indicated in the term sheet previously provided and restated below. Law enforcement officers are frequently subject to claims and lawsuits due to the nature of their duties. These claims can arise from routine actions and are not necessarily indicative of any misconduct or negligence by the officers or even violations of policy. Claims made against law enforcement officers, even when unfounded, require significant resources to defend. The legal fees, time, and effort involved in these defenses can be substantial, diverting valuable resources away from the County's other critical activities. This exposure would not exist for the County but for providing the services requested by Vallejo. Accordingly, the County would require that Vallejo assume the cost of defending any claims other than where it is found that the deputies engaged in willful misconduct. Such indemnity would include a negligent violation of policy.

Contract Language as stated on Terms Sheet:

*City agrees to indemnify, defend, and hold harmless County, its officers, officials, employees, agents, elective and appointive boards, and volunteers from any and all liability, claims, loss, expense, costs, damage, including property damage, personal injury, death and liability of every kind, (including without limitation costs and attorneys' fees) of every nature directly or indirectly arising out of or in connection with the services provided under this Contract, and for City's failure to comply with any of its obligations contained in this Contract, **except only such loss or damage caused by the willful misconduct of County.***

Rules, Regulations, Procedures and Policy. Personnel assigned to provide services under the Contract will be required to abide by all rules, regulations, policies, and procedures applicable to County employees and specifically Sheriff's Office employees.

3. How do we ensure that the data/reporting is coordinated and consistent between agencies?

Comment: The Solano County Sheriff's Office will coordinate and report on Crime Analysis Data, Computer Aided Dispatch information, Axon Body Worn Camera data, and In-car Camera Data (Camera Data will be provided only as required by law) at the request of the City Manager.

Contract Language as stated on the Terms Sheet:

Reports: The County, through the Sheriff's Office, will provide monthly written reports to the City Manager addressing the services provided under the Contract. Such reports will include areas of performance, crime statistics, major incidents, significant staffing issues, and other information considered pertinent by the Sheriff or the City Manager.

4. If a deputy assigned to Vallejo is on leave for injury or another reason, will the S.O. backfill?

Comment: Yes. Staffing levels will be guaranteed with Contract language, and levels of staffing will be consistent.

Staffing: Up to 17.0 full-time employees ("FTE") consisting of 1.0 FTE Lieutenant, 2.0 FTE Sergeants, 12.0 FTE Deputies, and 2.0 FTE Dispatchers.

5. Identifying potential issues with the DOJ settlement agreement. Could you let us know what specifically would be needed from your side in terms of navigating those relationships and obligations?

Comment: As agreed, the City of Vallejo will initiate discussions with the California Department of Justice regarding the Solano County Sheriff's Office. The Solano County Sheriff's Office will continue to maintain its culture of Constitutional Policing and will not be subject to the oversight elements of the City of Vallejo's/ California Department of Justice Settlement Agreement.

6. Can we compare VPD and S.O. use of force and other relevant policies?

Comment: Yes. Solano County Sheriff's Office Use of Force Policies are available publicly on their website.

https://www.solanocounty.com/depts/sheriff/pubinfo/policies_procedures_and_training_materials/default.asp

7. What are the bargaining responsibilities from the S.O. side, and what is the timeline?

Comment: The Solano County Sheriff will meet and confer with the Solano County Sheriff's Office Deputy Sheriff's Association. The timing of the meet and confer will depend on the progression of the city/county discussions but prior to entering into a contractual agreement with the City of Vallejo.

8. At the bottom of the budget, there is an item that says "estimation of one-time costs currently unknown." – is there any update on those costs?

Comment: When the City of Vallejo is agreeable to all other contract terms and conditions required by the County of Solano, the County will initiate a study for the one-time costs for the Dispatch/ Communications patch.

9. If the City of Vallejo determines that we can't fund the full amount, could we develop an alternative model, particularly if we give a specific amount of what we can afford?

Comment: No. The Solano County Sheriff's Office has developed a comprehensive Constitutional Policing Model to support the City of Vallejo Police Department and to meet their emergency

staffing needs. This model is rooted in the principles of constitutional law, public transparency, and community engagement, ensuring the protection of civil rights while maintaining public safety and operational integrity. Over the past two years, the SCSO has worked collaboratively with:

*Vallejo City Manager & Chief of Police
Sheriff and Administrative Staff
Solano County Counsel
Deputy Sheriff's Association
Vallejo Community Members and Advocacy Organizations (e.g., ACLU)
California Public Employees Retirement System (CalPERS)
California State Legislature*

These meetings ensured legal, ethical, and operational alignment with stakeholders at every level.

10. In terms of the operationality of the deployment – as the S.O. is recruiting deputies and staffing up, could the partnership be phased in so that we could get support sooner?

Comment: No. This model does not allow for the phasing in of services. The start-up costs and labor commitment is subject to a six-month preparation period to meet the terms of the contract.

11. What is the lead time needed for ordering vehicles, and do we need to start that now?

Comment: The ordering of vehicles should occur ASAP and is contingent on the receipt of start-up funding from the City of Vallejo. The delivery and upfitting of marked patrol vehicles for service is estimated at 6 months.

12. What would be the payment terms of the contract?

Comment: The City shall pay the start-up costs, liability costs, reserve and insurance costs up front. Start-up costs are estimated at approximately \$1,439,695. Liability, reserve, and insurance costs are estimated at approximately \$1,932,700. The City would then pay the Annual Base Cost as monthly installments of 1/12 of the agreed annual base price contract amount. Sheriff's fiscal staff will forward an invoice to the City by the 15th of each month for services provided in the previous month. The City shall pay the Sheriff within thirty (30) days of receipt of the monthly invoice, with the exception of year-end (June invoice), when the City must forward payment to the Sheriff by the published year-end deadline.

Sincerely,



Thomas A. Ferrara
Sheriff-Coroner