

Solano County

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



Agenda - Final

Tuesday, April 7, 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

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

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

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

If you attend the Board of Supervisors meeting in person, you must abide by all State rules and public health guidelines regarding masking and social distancing in the Board of Supervisors Chambers. 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.

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 by written comment, please submit comments in writing to the Clerk of the Board by U.S. Mail or by email. Written comments must be received no later than 5:00 P.M. on the Monday prior to the Board 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.com. Copies of comments received will be provided to the Board and will become a part of the official record but will not be read aloud at the meeting.

Phone: To submit comments verbally from your phone during the meeting, you may do so by dialing: 1-415-655-0001 and using Access Code 2632 043 6228# on your phone. 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.

The Board of Supervisors offers the opportunity to call in to this meeting as a courtesy to the public. If no member of the Board of Supervisors is attending the meeting via teleconference, and a technical error or outage occurs on the teleconference feed affecting the call in number, the Board of Supervisors will continue the meeting in public in the County Board Chambers.

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

CALL TO ORDER

ROLL CALL

SALUTE TO THE FLAG AND A MOMENT OF SILENCE

PRESENTATIONS

Health and Social Services:

- 1 [26-235](#) Adopt and present a resolution recognizing April 6-12, 2026, as National Public Health Week in Solano County (Chair Brown)
Attachments: [A - National Public Health Week 2026 Resolution](#)

Sheriff's Office:

- 2 [26-243](#) Adopt and present a resolution recognizing April 12-18, 2026, as National Public Safety Telecommunicators Week in Solano County (Chair Brown)
Attachments: [A - National Public Safety Telecommunicators Week Resolution](#)
- 3 [26-244](#) Adopt and present a resolution recognizing April 12-18, 2026, as Animal Care and Control Appreciation Week in Solano County (Supervisor James)
Attachments: [A - National Animal Care and Control Week Resolution](#)

First 5 Solano:

- 4 [26-263](#) Adopt and present a resolution proclaiming April 2026 as "Children's Month" to commemorate observances for children during the month of April; and Adopt and present a resolution proclaiming April 2026 as "National Child Abuse Prevention Month" to recognize the importance of families and communities working together to prevent child abuse and neglect (Supervisor James)
Attachments: [A - April Children's Month 2026 Resolution](#)
 [B - National Child Abuse Prevention Month 2026 Resolution](#)

Board of Supervisors:

- 5 [26-208](#) Adopt and present a resolution recognizing April 2026 as National Volunteer Appreciation Month in Solano County, highlighting the contributions of community volunteers and partner organizations (Supervisor Williams)
Attachments: [A - National Volunteer Appreciation Month Resolution](#)
- 6 [26-118](#) Adopt and present a resolution recognizing April 11-17, 2026, as Black Maternal Health Week in Solano County (Supervisor Williams)
Attachments: [A - Black Maternal Health Week Resolution](#)
- 7 [26-253](#) Adopt and present a resolution recognizing the 30th Anniversary of the Solano Community Foundation and honoring its three decades of philanthropic service to Solano County residents (Supervisor James)
Attachments: [A - Solano Community Foundation Resolution](#)

County Administrator:

- 8 [26-286](#) Receive a presentation from the County Administrator on the selection of Melinda Sandy for "Employee of the Month" for April 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:

- 9 [26-248](#) Adopt a resolution recognizing March 29, 2026, as Education and Sharing Day in Solano County

Attachments: [A - Education and Sharing Day Resolution](#)

Clerk of the Board of Supervisors:

- 10 [26-287](#) Approve the minutes of the Solano County Board of Supervisors' regular meeting of March 24, 2026

Attachments: [A - March 24, 2026 Draft Minutes](#)

County Administrator:

- 11 [26-240](#) Adopt a resolution recognizing April 2026 as National County Government Month in Solano County

Attachments: [A - National County Govt. Month Resolution](#)

County Counsel:

- 12 [26-246](#) Approve an amendment to the Public Risk Innovation, Solutions, and Management ("PRISM") Joint Powers Agreement to revise governance structure and expand public entity representation; and 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 per fiscal year

Attachments: [A - PRISM JPA Amendment 2026](#)
[B - PRISM JPA Agreement - Final Redline](#)

General Services:

- 13 [26-242](#) Declare a Summit ARS49ML Accucold 49 cu. ft. medical refrigerator as surplus County personal property; and Authorize the donation of the medical refrigerator to the Vacaville Fire Protection District, a public agency

Attachments: [A - Vacaville Fire Protection District Request Letter](#)
[B - Memo – Donation of Surplus Medical Refrigerator](#)
[C - Fair Market Value Analysis](#)
[D - Product Specifications](#)

First 5 Solano:

- 14 [26-233](#) Approve of a Memorandum of Understanding (MOU) between the City of Fairfield and the County of Solano, on behalf of First 5 Solano, to formalize the long-term use and operational responsibilities of the Robbieburr Berger Community Center, which will serve as the Fairfield First 5 Center; and Authorize the County Administrator, with County Counsel concurrence, to execute the MOU and subsequent amendments with no fiscal impact

Attachments: [A - City of Fairfield MOU](#)

HEALTH AND SOCIAL SERVICESHealth and Social Services:

- 15 [26-255](#) Approve a second contract amendment with Victor Community Support Services, Inc., for \$325,000 for a total contract amount of \$1,625,000 to provide continuing care for clients aged 0-26 years that meet medical necessity under the Early and Periodic Screening, Diagnosis and Treatment Medi-Cal Program for the current period through June 30, 2026; and 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 per fiscal year

Attachments: [A - Victor Community Support Services, Inc. Second Amendment](#)
 [B - Links to Original Agreement and First Amendment](#)

- 16 [26-283](#) Approve first contract amendment with IDEA Consulting for \$19,800 for a total contract amount of \$89,800 to provide ongoing consultation for the Proposition 47 grant, program design, and program evaluation for justice-involved populations for the period of July 1, 2024, through June 30, 2025; and Delegate authority to the County Administrator to execute the amendment

Attachments: [A - IDEA Consulting First Amendment](#)
 [B - Link to IDEA Consulting Original Contract](#)

CRIMINAL JUSTICEDistrict Attorney:

- 17 [26-236](#) Adopt a resolution recognizing April 19-25, 2026 as National Crime Victims' Rights Week in Solano County

Attachments: [A - Crime Victims Rights Week Resolution](#)

- 18 [26-234](#) Adopt a resolution recognizing April 2026 as Sexual Assault Awareness and Prevention Month in Solano County

Attachments: [A - Sexual Assault Awareness and Prevention Month Resolution](#)

MISCELLANEOUS ITEMS

Board of Supervisors:

- 19 [26-276](#) Approve the reappointment of Verneal Brumfield to the Solano Commission for Women and Girls as the District 3 representative to fill an unexpired term through October 11, 2028

REGULAR CALENDAR

GENERAL GOVERNMENT

Human Resources:

- 20 [26-280](#) Adopt a resolution accepting the Tentative Agreement with the Teamsters Union Local #856 ("L856"), regarding Unit 14 Correctional Supervisors for a successor Memorandum of Understanding for the term April 7, 2026, through October 28, 2028; Approve Side Letter Agreements to the Memorandum of Understanding to be entered into with the Teamsters Local #856 regarding Unit 14 concerning Base Wage Increase Re-opener, Pay Parity, Concealed Carry Weapons Training and Classification Study; Direct the Director of Human Resources to prepare a separate Memorandum of Understanding consistent with each of the tentative agreements and obtain the signatures of the relevant signatories for L856; 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 14 Resolution](#)
 [B - Unit 14 LBFO Packet](#)

Information Technology-Registrar of Voters:

- 21 [26-251](#) Receive a presentation on Solano County's Radio Interoperability and Public Safety Communications System; Approve the Public Safety Communications System Licensing Revenue Agreements with the Cities of Vallejo and Benicia; Accept \$1,031,000 in federal Community Project Funding administered through the U.S. Department of Justice Community Oriented Policing Services (COPS) Office Technology and Equipment Program; and Delegate authority to the County Administrator to execute the Licensing Agreements and any subsequent amendments, with County Counsel concurrence, and any required applications, agreements and documents related to the federal Community Project Funding
- Attachments: [A - P25 Licensing Agreement - Vallejo](#)
 [B - P25 Licensing Agreement - Benicia](#)
 [C - Federal Community Project Funding](#)

First 5 Solano:

- 22 [26-241](#) Receive a presentation from First 5 Solano Children and Families Commission regarding the Rise Vallejo Early Education and Community Resource Center project and its impact on expanding early learning and family support opportunities for children and families in Vallejo and Solano County
- Attachments: [A - Rise Vallejo Ribbon Cutting Invitation](#)

LAND USE/TRANSPORTATIONResource Management:

- 23 [26-199](#) Conduct a noticed Public Hearing to consider adoption of an ordinance for Zone Text Amendment ZT-25-04 to amend Chapter 28 of the Solano County Code to revise and update regulations pertaining to signs within unincorporated Solano County; the project is exempt from the California Environmental Quality Act (CEQA) pursuant to §§15061(b)(3) and 15311 of the CEQA Guidelines
- Attachments: [A - Ordinance](#)
 [B - Ordinance \(redlines\)](#)
 [C - Public Notice](#)

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.

CLOSED SESSION

- 24 [26-204](#)
- 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
- 3) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (Pursuant to Government Code § 54956.9(d)(4)) - Initiation of litigation: two cases

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

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS

ADJOURN:

*To the Board of Supervisors meeting of April 14, 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: Resolution-Presentation **Department:** Health and Social Services
File #: 26-235 **Contact:** Emery Cowan, 784-8400
Agenda date: 04/07/2026 **Final Action:**
Title: Adopt and present a resolution recognizing April 6-12, 2026, as National Public Health Week in Solano County (Chair Brown)
Governing body: Board of Supervisors
District: All
Attachments: A - National Public Health Week 2026 Resolution

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

04/07/2026	1	Board of Supervisors	Adopted	
------------	---	----------------------	---------	--

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 recognizing April 6-12, 2026, as National Public Health Week in Solano County.

SUMMARY:

Over the past 31 years, the first week of April has been designated National Public Health Week by the American Public Health Association (APHA). National Public Health Week brings together communities across the United States to recognize the contributions of public health and highlight health-related issues that are important to improve the nation's health. The Solano County Health and Social Services (H&SS) Department, Public Health Division, join with the Public Health Program at Touro University's College of Health Sciences in Vallejo, other California counties, the California Department of Public Health, and other states and counties across the nation in the observance of April 6-12, 2026 as National Public Health Week.

This year's theme, "Ready. Set. Action!" allows us to reflect on the progress we have made toward good health and to continue taking action to promote and protect the health of all people and communities. The Department of Health and Social Services (H&SS) will host various activities throughout April to focus on National Public Health Week and the services provided by Solano Public Health.

FINANCIAL IMPACT:

The costs associated with the resolution are included in the Board's FY205/26 Working Budget and National Public Health Week events are budgeted within the Department's FY2025/26 Working Budget. There is no impact on the County General Fund.

DISCUSSION:

In recognition of National Public Health Week and promoting the theme of “Ready. Set. Action!” the Solano County Public Health Division is highlighting the work of its programs and will host virtual and in-person events throughout April, including:

- The Solano County Car Seat Connection Program will offer self-guided car seat installation classes in English and Spanish. Upon completion of the course, the client may receive a car seat or assistance with purchasing one.
- Solano County employees may join the acting Health Officer, Dr. Kaiser, for a 15-minute walk around the Courage/Beck campus.
- An internal Health Resource Fair will be hosted on Tuesday, April 14, inviting employees to explore various public health programs through hands-on demonstrations, wellness activities, and interactive learning stations hosted by each Public Health Bureau.
- April will also feature a series of staff workshops focused on leadership, self-development, and process improvement, including trauma-informed leadership training, a Clifton Strengths-based self-discovery session, and quality improvement skills workshops such as Lean Training by the California Department of Public Health and Plan-Do-Study-Act training.

In addition, H&SS will provide outreach to local media outlets to increase awareness of NPHW and the month’s events. H&SS employees will receive daily emails with tips and ideas about how every community member can improve their health.

During National Public Health Week and throughout the year, Solano Public Health’s work on key initiatives to improve the health and safety of Solano County residents, including but not limited to the following:

Solano County Community Health Needs Assessment

The Solano County Community Health Needs Assessment (CHNA) is used to prioritize health needs for Solano County Public Health and inform planning efforts across the county. As part of the California Advancing and Innovating Medi-Cal (CalAIM) Initiative in 2025, Solano Public Health partnered with Solano County Behavioral Health and the Medi-Cal Managed Care plans to develop the CHNA and seek community input, resulting in 687 surveys collected and nearly tripling community participation.

Solano HEALS

Solano HEALS is a culturally rooted program in Solano County focused on improving birth outcomes and maternal mental health for African American women and birthing people, partnering with various organizations and agencies in Solano County. In 2025, through the Centering the Doula Program, Solano HEALS successfully trained community members to become certified doulas-professionals who provide support during pregnancy, childbirth, and the postpartum period. Two hundred clients received Centering the Doula Services. The National Association of County and City Health Officials (NACCHO) awarded Solano HEALS’ doula model the Model Practice Award for its innovative, community-driven approach.

Nurse-Family Partnership

Solano County’s Maternal Child & Adolescent Health Nurse-Family Partnership (NFP) program celebrated its 15th anniversary of supporting healthy pregnancies and early childhood development for first-time mothers and their babies in Solano County. It effectively facilitated breastfeeding initiation among nearly all participants.

Solano Public Health Immunization Program

Solano Public Health's Immunization Program is instrumental in protecting the health and safety of Solano County residents through year-round community vaccination clinics. Many of these vaccination clinics were supported by local community partners, including Touro University of California. In FY2024/25, the Immunization Program hosted 39 vaccine clinics throughout Solano County in senior centers, schools, churches, and community outreach events. 1,101 vaccines were administered, including COVID-19, influenza, and childhood vaccinations. In addition, the immunization program provided 25 trainings to internal and external staff who administer and assist with vaccines, and supported nearly 50 schools and childcare sites with annual immunization reporting.

Health Promotion and Community Wellness

The Solano Oral Health Education and Prevention Program provided 703 students with dental screenings, administered fluoride varnish to 330 students, completed 344 Kindergarten Oral Health Assessments, and provided oral health education to 1,043 students.

Nutrition Services Bureau

The Nutrition Services Bureau's Women, Infants, and Children (WIC) Program is vital in providing nutritious foods, nutrition assessments, and breastfeeding education to high-risk low-income birthing parents and their children under five years of age. In FY2024/25, WIC served 9,156 clients, marking its third consecutive year of caseload growth and earning a California Department of Public Health (CDPH) WIC expansion grant to continue expanding access to nutrition services for families with infants and young children across the County.

ALTERNATIVES:

The Board of Supervisors may choose not to adopt and present this resolution. This is not recommended because it is an opportunity to raise awareness of issues important to improving public health.

OTHER AGENCY INVOLVEMENT:

H&SS partners with various agencies to promote National Public Health Week, including the Healthy Solano Collaborative, Human Resources, and the First 5 Solano Children & Families Commission.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2026-

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING APRIL 6-12, 2026, AS SOLANO COUNTY PUBLIC HEALTH WEEK

WHEREAS, the American Public Health Association has declared April 6–12, 2026, as National Public Health Week; and

WHEREAS, the Solano County Health and Social Services Department, Public Health Division, will observe April 6–12, 2026, as Public Health Week and join with the Public Health Program at Touro University's College of Health Sciences in Vallejo, other California counties, the California Department of Public Health, and other states and counties across the nation in this observance; and

WHEREAS, this year's theme of "Ready. Set. Action!" highlights progress toward good health and emphasizes the continued collective efforts of individuals, families, communities, and public health professionals to promote and protect the health of all people and communities; and

WHEREAS, Solano Public Health expanded Community Health Needs Assessment outreach in partnership with Solano County Behavioral Health and the Medi-Cal Managed Care plans, Kaiser Permanente and Partnership Health Plan of California, collecting 687 surveys and nearly tripling community participation; and

WHEREAS, the Women, Infants, and Children Program achieved its third consecutive year of caseload growth, received a California Department of Public Health expansion grant; and

WHEREAS, the Nurse-Family Partnership program within the Maternal, Child & Adolescent Health Bureau supported 53 births in FY2024/25, achieved breastfeeding initiation among 98 percent of participants, and celebrated its 15th anniversary with its largest class since launching in 2010; and

WHEREAS, the Oral Health Education and Prevention provided 703 students with dental screenings, administered fluoride varnish to 330 students, completed 344 Kindergarten Oral Health Assessments, and provided oral health education to 1,043 students; and

WHEREAS, Solano HEALs received the 2025 Model Practice Award from the National Association of County and City Health Officials (NACCHO) for improving birth outcomes for Black mothers and babies by strengthening perinatal support through its Centering the Doula Program, improving access to mental health services, and advancing racial equity training for healthcare providers.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby recognizes April 6-12, 2026, as Solano County Public Health Week, honors all the dedicated staff serving the community, and encourages all residents to work together toward advancing health equity and making Solano communities healthier, stronger, and safer.

Dated this 7th day of April 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:** Sheriff's Office
File #: 26-243 **Contact:** Lisa Donahue, 784-7049
Agenda date: 04/07/2026 **Final Action:**
Title: Adopt and present a resolution recognizing April 12-18, 2026, as National Public Safety Telecommunicators Week in Solano County (Chair Brown)
Governing body: Board of Supervisors
District: All
Attachments: A - National Public Safety Telecommunicators Week Resolution

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

04/07/2026	1	Board of Supervisors	Adopted	
------------	---	----------------------	---------	--

Published Notice Required? Yes ___ No X

Public Hearing Required? Yes ___ No X

DEPARTMENTAL RECOMMENDATION:

The Sheriff's Office requests that the Board adopt and present a resolution recognizing April 12-18, 2026, as National Public Safety Telecommunicators Week in Solano County.

SUMMARY/DISCUSSION:

An emergency that requires a response from law enforcement, fire or other emergency medical service providers can happen at a moment's notice. First responders rely on timely and accurate information from public safety dispatchers, who are a vital link between those who observe, and report alleged crimes, medical emergencies, fires, car accidents and more, and the law enforcement, fire and medical personnel who respond.

Each year during the second full week in April, the telecommunications personnel in the public safety community are honored. It is a time to celebrate and thank those who dedicate their lives to serving the public. The weeklong recognition of public safety dispatchers was initially started in 1981 by Patricia Anderson of the Contra Costa County Sheriff's Office and has been continued by the National Association of Public Safety Communications Officials.

This resolution provides official recognition of the critical work that public safety telecommunicators perform in maintaining safety in our communities.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the department's

FY2025/26 Working Budget. The costs associated with preparation and purchase of the resolution materials are included in the Board's FY2025/26 Working Budget.

ALTERNATIVES:

The Board could choose not to adopt this resolution, however, that is not recommended as this is an opportunity to recognize and raise awareness of the dedicated professionals who serve as public safety dispatchers and thank them for their service.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2026 –

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING APRIL 12-18, 2026, AS NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK IN SOLANO COUNTY

WHEREAS, an emergency can occur at any time that requires police, fire or emergency medical service personnel to respond; and

WHEREAS, when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life, preservation of property and safety of the public; and

WHEREAS, the safety of our police officers and firefighters is dependent on the quality and accuracy of information obtained from citizens who contact emergency communications centers in Solano and Napa counties; and

WHEREAS, public safety telecommunicators are the first and most critical contact our residents have with emergency services. They are also the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety. They are the unseen first responders; and

WHEREAS, when a call comes into a dispatch center, lives can be saved. Public safety telecommunicators provide pre-arrival emergency medical assistance and instructions, help bring babies into the world, and they comfort and console residents during periods of grief; and

WHEREAS, each year during the second week in April, the telecommunications personnel in the public safety community are honored. It is a time to celebrate and thank those who dedicate their lives to serving the public. The weeklong celebration of public safety dispatchers was started in 1981 by Patricia Anderson of the Contra Costa County Sheriff's Office and later signed into law by then President Bill Clinton in 1994.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby recognizes April 12-18 2026, as National Public Safety Telecommunicators Week as a time to honor and thank our public safety dispatchers for their sacrifice and dedication to serving the public and keeping our residents and first responders safe.

Dated this 7th day of April 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: Resolution-Presentation **Department:** Sheriff's Office
File #: 26-244 **Contact:** Evelyn Hopkins, 784-1357
Agenda date: 04/07/2026 **Final Action:**
Title: Adopt and present a resolution recognizing April 12-18, 2026, as Animal Care and Control Appreciation Week in Solano County (Supervisor James)
Governing body: Board of Supervisors
District: All
Attachments: A - National Animal Care and Control Week Resolution

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

04/07/2026	1	Board of Supervisors	Adopted	
------------	---	----------------------	---------	--

Published Notice Required? Yes ___ No X

Public Hearing Required? Yes ___ No X

DEPARTMENTAL RECOMMENDATION:

The Sheriff's Office requests that the Board adopt and present a resolution recognizing April 12-18, 2026, as Animal Care and Control Appreciation Week in Solano County.

SUMMARY:

The National Animal Care and Control Association (NACA) has designated the second full week in April as National Animal Care and Control Appreciation Week. This week of appreciation is designed to give recognition to the hard-working men and women of Animal Care and Control agencies across the country who dedicate themselves to protect the health and welfare of animals and pets that are rescued from injury, disease, abuse and starvation; as well as those who enforce animal control laws, protect the public from diseases such as rabies, and who educate the public on the proper care of the community's pets.

In Solano County, our animal control officers and shelter staff of animal care specialists, veterinarian technicians, contract veterinarians, clerical staff and numerous volunteers protect public safety, ensure humane treatment of animals, provide quality professional services to the public including microchipping, spay and neuter and vaccination clinics. In addition, Animal Care and Control staff respond during emergencies in the community such as wildfires, or floods where they work to ensure animals stay safe and reunite lost and frightened animals with their owners. They respond to situations where domestic animals may be neglected or abused, or a dog or wild animal may have bitten or injured someone.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are minimal and included in the Department's

FY2025/26 Working Budget. There is no additional impact to the County General Fund. The costs associated with preparation and purchase of the resolution materials are included in the Board's FY2025/26 Working Budget.

DISCUSSION:

Animal Care provides animal care services at our shelter, located at 2510 Claybank Road in Fairfield, through the following activities: care, shelter, and placement of stray and/or abandoned animals; spay and neutering of adoptable animals; and countywide dog licensing. Animal Care also provides the public with low-cost spay/neuter and low-cost vaccination services.

Animal Control provides animal control services and promotes responsible animal ownership through education and enforcement to the Cities of Vallejo, Benicia, and Rio Vista, and the unincorporated areas through patrols in areas of jurisdiction, enforcement of animal codes and regulations, and investigation of charges of animal abuse. Animal Control administers the countywide rabies control program that is legally mandated by the California Code of Regulations (CCR), Title 17 and CCR section 2606 and associated State regulations.

Recognizing April 12-18, 2026, as Animal Care and Control Appreciation Week in Solano County acknowledges the devotion and care provided to the animals brought to our shelter and encountered in the field. In 2025 alone,

- 1,107 animals were adopted to their "forever homes"
- 1,755 animals were turned over to nonprofit partners and partner shelters
- 1,087 lost animals were reunited with their owners
- 890 animal bites/exposures were investigated (Animal control)
- 569 animal welfare checks were completed (Animal control)
- 105 cases of animal cruelty were investigated (Animal control)

Animal Care and Control staff's dedication to the well-being of all animals in Solano County has helped to maintain a notable shelter live release rate of 75% in 2025. These achievements are largely due to the dedication and passion of the Animal Care and Control staff and volunteers promoting adoptions and live releases of all the animals entrusted in their care. This dedication has led to strengthened partnerships with rescue organizations and increased opportunities to transfer animals to other shelters to fill adoption demand opportunities elsewhere by partnering with other California counties, as well as shelters in other states and Canada.

ALTERNATIVES:

The Board could choose not to adopt this resolution, however, that is not recommended as this is an opportunity to recognize and raise awareness of the dedicated professionals who perform animal care and control services in Solano County and thank them for their service.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2026 –

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
RECOGNIZING APRIL 12-18, 2026, AS
ANIMAL CARE AND CONTROL APPRECIATION WEEK
IN SOLANO COUNTY**

WHEREAS, the National Animal Care and Control Association has designated the second week of April each year as National Animal Care and Control Appreciation Week; and

WHEREAS, various federal, state and local government officials throughout the country take this time to recognize, thank and commend all Animal Care and Control staff for the dedicated service they provide to the citizens, public safety and public service agencies and departments across the nation; and

WHEREAS, every day, Animal Care and Control staff put themselves in potentially dangerous situations to protect the health and welfare of all kinds of animals, pets, and the public; and

WHEREAS, Animal Control Officers, in addition to patrolling the unincorporated areas of the County, provide enforcement of laws and ordinances, rabies control, and removal of dead animals from the roadways; and

WHEREAS, Animal Care staff, in addition to caring for shelter animals, organize and facilitate adoption and outreach events and provide low-cost vaccination, microchipping and spay/neuter services; and

WHEREAS, Animal Care and Control staff work are to be recognized for their tireless devotion and care provided to the animals brought to our shelter and encountered in the field.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors recognizes the week of April 12-18, 2026, as Animal Care and Control Appreciation Week and commends the Animal Care and Control staff for their dedication and distinguished service to the citizens of Solano County.

Dated this 7th day of April 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: Resolution-Presentation **Department:** First 5 Solano
File #: 26-263 **Contact:** Denise Winters, 784-1335
Agenda date: 04/07/2026 **Final Action:**
Title: Adopt and present a resolution proclaiming April 2026 as “Children’s Month” to commemorate observances for children during the month of April; and Adopt and present a resolution proclaiming April 2026 as “National Child Abuse Prevention Month” to recognize the importance of families and communities working together to prevent child abuse and neglect (Supervisor James)
Governing body: Board of Supervisors
District: All
Attachments: A - April Children's Month 2026 Resolution, B - National Child Abuse Prevention Month 2026 Resolution

Date:	Ver.	Action By:	Action:	Result:
04/07/2026	1	Board of Supervisors	Adopted	

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

DEPARTMENTAL RECOMMENDATION:

First 5 Solano recommends that the Board of Supervisors adopt and present a resolution proclaiming April 2026 as “Children’s Month” to commemorate observances for children during the month of April and adopt a resolution proclaiming April 2026 as “National Child Abuse Prevention Month” to recognize the importance of families and communities working together to prevent child abuse and neglect.

SUMMARY:

Since 2006, the Solano County Board of Supervisors has proclaimed April as “Children’s Month” in recognition of the numerous national and local observances dedicated to children’s health, education, safety, and well-being. These observances provide an opportunity to highlight programs and partnerships that support children and families throughout Solano County.

This agenda item also includes a separate resolution proclaiming April as “National Child Abuse Prevention Month,” which recognizes the importance of strengthening families and promoting community awareness to prevent child abuse and neglect.

FINANCIAL IMPACT:

The costs associated with the preparation and purchase of the resolution materials are included in the Board’s FY2025/26 Working Budget.

DISCUSSION:

Each April, community partners across Solano County participate in Children's Month activities to raise awareness about important issues affecting children and families while celebrating the contributions of programs, educators, caregivers, and community organizations that support the healthy development of young children.

Several key observances take place during the month, including:

Autism Acceptance Month: Autism Acceptance Month, previously known as Autism Awareness Month, emphasizes the importance of promoting acceptance, celebrating differences, and fostering inclusive communities for individuals with autism. Community members are encouraged to show support throughout the month, including participating in activities such as displaying blue lights to promote awareness and acceptance.

Week of the Young Child (April 11-17, 2026): The Week of the Young Child is an annual celebration sponsored by the National Association for the Education of Young Children (NAEYC). This observance recognizes the importance of early learning and celebrates young children, their families, educators, and communities. The Solano County Office of Education's Early Learning Division and First 5 Solano will participate through social media and community engagement activities that highlight the value of high-quality early learning.

National Library Week (April 19-25, 2026) and El Día de los Niños/El Día de los Libros (April 30):

In partnership with Solano County Library, National Library Week recognizes the essential role libraries play in providing access to books, technology, and lifelong learning opportunities. On April 30, libraries will celebrate El Día de los Niños/El Día de los Libros (Día), a national initiative that promotes literacy for children of all cultural and linguistic backgrounds and connects families to diverse books, languages, and cultures through special programming across local library branches.

Month of the Military Child: April is also recognized as the Month of the Military Child, honoring the resilience and sacrifices of children in military families. Travis Air Force Base and community partners recognize April 22, 2026 as "Purple Up! Day" which raises awareness of the unique experiences of military-connected youth and promotes community support networks and programs that serve military families.

In addition to Children's Month observances, the Board is asked to proclaim April 2026 as National Child Abuse Prevention Month. The Solano Child Abuse Prevention Council leads the Solano Blue Ribbon Campaign each April to raise awareness about child abuse prevention and to promote community efforts to support families and protect children.

Observances during Child Abuse Prevention Month include:

Children's Memorial Flag Day (April 24, 2026): The Children's Memorial Day was established by the California Assembly in April 1997, which formally declares the fourth Friday in April as a statewide annual observance day. On the fourth Friday in April every year the Children's Memorial Flag is to be flown statewide in memory of all the young lives lost in California due to violence in the previous year. This is a day of remembrance set aside to recognize the national tragedy of violence against children. The Children's Memorial Flag will be raised in the courtyard at Solano County Health and Social Services at 275 Beck Ave. in Fairfield on April 24, with a small gathering to observe a moment of silence and reflection to honor the Californians' young lives lost to violence.

Children’s Light of Hope Day (April 18, 2026): Children’s Light of Hope Day was established by the National Court Appointed Special Advocates (CASA)/Guardian ad Litem Association to recognize and acknowledge the Court Appointed Special Advocates, foster parents, and adoptive parents who have opened their hearts and homes to abused and neglected children in our community. CASA of Solano invites you to recognize Children’s Light of Hope Day in Solano County by lighting a virtual candle and posting it on Social media throughout the day on April 18th

Together, these observances highlight the importance of community partnerships, public awareness, and coordinated services that promote the safety, well-being, and success of children throughout Solano County.

ALTERNATIVES:

The Board could choose not to adopt the resolutions proclaiming April 2026 as “Children’s Month” and “National Child Abuse Prevention Month” in Solano County. This option is not recommended, as these proclamations support community awareness of children’s issues, highlight available services for families, and encourage residents to participate in efforts that strengthen programs and policies benefiting Solano County’s children.

OTHER AGENCY INVOLVEMENT:

The Solano County Library, Solano County Health and Social Services, Solano County Office of Education, Solano Child Abuse Prevention Council, Children’s Network of Solano County, Solano County Local Child Care Planning Council, Travis Air Force Base, the Solano County Licensed Family Child Care Association, local school districts, and many other community partners collaborate to promote awareness of children’s issues through activities and observances during the month of April.

Children’s Month and National Child Abuse Prevention Month activities are coordinated among numerous local agencies, nonprofit organizations, and community service providers dedicated to supporting children and families in Solano County.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2026-

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS PROCLAIMING APRIL 2026 AS “CHILDREN’S MONTH” IN SOLANO COUNTY

WHEREAS, Solano County is committed to the improvement of the health and wellness of all those who live and work in our community and acknowledges the health, safety and well-being of young children in Solano County as critical components of the Solano County Board of Supervisors’ strategic plan; and

WHEREAS, each year since 2006, Solano County has celebrated and observed the multiple children’s events recognizing April as “Children’s Month”; and

WHEREAS, many community partners join together to expand awareness of young children’s issues by promoting “April Children’s Month” through public education and events; and

WHEREAS, from birth to age 5, a child’s brain develops more than at any other time in life. And early brain development has a lasting impact on a child’s ability to learn and succeed in school and life; and

WHEREAS, Solano County recognizes April as Autism Acceptance Month, previously named Autism Awareness Month and April 2 as Autism Acceptance Day to celebrate and promote acceptance for those living with autism which, as of 2026, occurs in one of every 31 children in the United States; and

WHEREAS, the National Association for the Education of Young Children (NAEYC), Quality Counts Solano and the Solano County Office of Education recognize April 11-17, 2026, as Week of the Young Child celebrating early learning, young children, their caregivers and teachers, families, and communities; and

WHEREAS, the Solano County Library, in conjunction with the American Library Association and public libraries across the country, celebrates April 19-25, 2026, as National Library Week with the theme “Find Your Joy.”, and April 30, 2026, as “El Dia de los Niños/El Dia de los Libros” (Children’s Day/Children’s Book Day); and

WHEREAS, Month of the Military Child allows us to pay tribute to military children, across the country and in our local military community at Travis Air Force Base, for their ability to take on unique challenges and adapt to present and future changes that other youth their age never experience; and

WHEREAS, the quality of a child’s experiences in the first few years of life helps shape how their brain develops; and

WHEREAS, these observances focus on the need to give children in our community and around the country a better chance for safe and positive futures and supportive environments in which to thrive; and

WHEREAS, many local organizations have dedicated their efforts to ensuring that all Solano children receive the care, support and services crucial to their growth and development, to build better futures for everyone in Solano County and should be recognized for the work that occurs year-round.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby proclaims the month of April 2026 as “Children’s Month” in Solano County, and encourages all residents to work to support the health, safety and well-being of children and youth in Solano County.

Dated this 7th day of April 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

Resolution No. 2026-

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS PROCLAIMING APRIL 2026 AS “CHILD ABUSE PREVENTION MONTH” IN SOLANO COUNTY

WHEREAS, Solano County is committed to the improvement of health and wellness of all those who live and work in our community and acknowledges the health, safety and well-being of young children in Solano County as critical components of the Solano County Board of Supervisors’ strategic plan; and

WHEREAS, the Solano County Child Abuse Prevention Council is sponsoring the Blue-Ribbon Campaign in recognition of National Child Abuse Prevention Month to promote public awareness of the abuse and neglect of children, and the resources available to strengthen and support families; and

WHEREAS, across America, National Court Appointed Special Advocates (CASA) Association and its local member organizations set aside a day in April as Children’s Light of Hope Day to recognize and acknowledge the CASA volunteers, foster and adoptive parents who have opened their hearts and homes to abused and neglected children in our community; and

WHEREAS, Children’s Memorial Flag Day is recognized in the United States by the Child Welfare League of America on the fourth Friday of April as a way of memorializing the thousands of children who die each year, and as a day to raise awareness about the continuing problem of violence against children; and

WHEREAS, child abuse and neglect can have long-term psychological, emotional, and physical effects and are serious problems affecting every segment of our community; and

WHEREAS, finding solutions requires input and action from everyone as our children are our most valuable resources and will shape the future of Solano County; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS, we must work together as a community to increase awareness about child abuse and contribute to promoting the social and emotional well-being of children and families in safe, stable, and nurturing environments.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby proclaims the month of April 2026 as “Child Abuse Prevention Month” in Solano County and urges all citizens to recognize this month by improving the quality of life for all children and families in Solano County.

Dated this 7th day of April 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 #: 5 **Status:** Presentation
Type: Resolution-Presentation **Department:** Board of Supervisors
File #: 26-208 **Contact:** Latressa Wilson Alford, 784-6418
Agenda date: 04/07/2026 **Final Action:**
Title: Adopt and present a resolution recognizing April 2026 as National Volunteer Appreciation Month in Solano County, highlighting the contributions of community volunteers and partner organizations (Supervisor Williams)
Governing body: Board of Supervisors
District: District 3
Attachments: A - National Volunteer Appreciation Month Resolution

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

04/07/2026	1	Board of Supervisors	Adopted	
------------	---	----------------------	---------	--

Published Notice Required? Yes ___ No X

Public Hearing Required? Yes ___ No X

DEPARTMENTAL RECOMMENDATION:

Supervisor Williams recommends that the Board of Supervisors adopt and present a resolution recognizing April 2026 as National Volunteer Appreciation Month in Solano County and acknowledging the significant contributions of volunteers and community partners who support essential services throughout the County.

SUMMARY/ DISCUSSION:

Solano County benefits greatly from the dedication and service of volunteers who contribute thousands of hours annually to support vital programs and services throughout the community. These volunteers represent a diverse cross-section of the community, ranging in age from young adults to retirees, and bring a wide variety of backgrounds, skills, and experiences that strengthen the County’s ability to serve its residents. The month of April is designated as National Volunteer Appreciation Month, a time dedicated to recognizing the importance of volunteering and honoring the significant contributions individuals make by generously donating their time and talents to worthy causes. April also highlights volunteerism through events such as Earth Day, National Service Recognition Day, and United Way’s National Volunteer Month, further emphasizing the value of civic engagement.

Volunteer Appreciation Month provides an opportunity to recognize and thank volunteers who lend their time, talent, voice, and resources to meet critical community needs. It is estimated that in Solano County there are over 100 volunteer opportunities available across a wide range of organizations and causes. These opportunities allow residents to support essential services, from animal care and food distribution to public safety and education, reinforcing that volunteering and civic engagement are the cornerstone of a strong and connected community.

The Food Bank of Contra Costa and Solano relies heavily on volunteers to support its mission of leading the fight to end hunger in partnership with the community. Volunteers assist with inspecting, sorting, and packing food, bagging produce at the Fairfield warehouse, and supporting mobile pantry and community distribution programs throughout Solano County. Through these efforts, the Food Bank distributes more than 2.7 million meals monthly to neighbors in need, with volunteers playing a critical role in ensuring food reaches families, seniors, and individuals facing food insecurity.

Within the Solano County Sheriff's Office, dozens of volunteers serve on teams such as Cadets, Reserve Deputies, Sheriff's Mounted Posse, SAVE, Animal Shelter, Chaplaincy, Jail Programs, Search and Rescue, Dive Team, and Auxiliary Communications. These volunteers enhance the agency's ability to respond to routine operations and large-scale incidents, including service in demanding conditions within specialized units like Search and Rescue and the DIVE Team. Their efforts reduce operational demands on sworn personnel while expanding service capacity and strengthening community relationships through programs such as the Cadet Program. Partnerships with organizations like VOAD further support coordinated emergency response efforts.

Similarly, the Solano County Library relies on volunteers to support programs and services that promote literacy, lifelong learning, and community engagement. Volunteers assist with shelving materials, literacy and tutoring programs, children's story-times, and general program support across library branches. These contributions help expand access to services, enhance programming, and create welcoming spaces for residents of all ages.

Countywide, the Center for Volunteer & Nonprofit Leadership (CVNL), also known locally as Solano Volunteers, plays a critical role in strengthening volunteerism by connecting individuals with meaningful service opportunities and supporting nonprofit capacity. Through the County's partnership and contractual relationship with CVNL, these services are made possible, helping to coordinate and expand volunteer engagement across Solano County, including support for County operations during disasters. CVNL mobilizes volunteers throughout the region and provides services such as volunteer matching, leadership training, and nonprofit consulting, enabling organizations to effectively engage volunteers and increasing their impact. Through community partnerships and coordinated volunteer efforts, CVNL supports initiatives that address local needs and strengthen community resilience.

The contributions of volunteers across Solano County are essential to maintaining strong community programs, supporting vulnerable populations, and enhancing public services. Recognition of National Volunteer Appreciation Month reflects the County's commitment to honoring those who give their time selflessly and encourages all residents to volunteer and make a positive difference in their community.

FINANCIAL IMPACT:

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

ALTERNATIVES:

The Board could choose not to adopt this resolution but that would not be recommended as this is an excellent opportunity to recognize the importance and contributions of volunteers to Solano County.

OTHER AGENCY INVOLVEMENT:

Other agencies involved in this effort include the Food Bank of Contra Costa and Solano, the Solano County Sheriff's Office, the Solano County Library, and the Center for Volunteer and Nonprofit Leadership. Each partner plays a collaborative role in supporting program implementation through resource coordination, community outreach, and service delivery, contributing to a comprehensive and countywide approach.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2026-

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING APRIL 2026 AS NATIONAL VOLUNTEER APPRECIATION MONTH

WHEREAS, the month of April is designated as National Volunteer Appreciation Month, a time dedicated to recognizing the importance of volunteering and honoring the significant contributions volunteers make by generously donating their time and talents to worthy causes; and

WHEREAS, Volunteer Appreciation Month is an opportunity to recognize and thank volunteers who lend their time, talent, voice, and resources to meet the critical needs of our community; and

WHEREAS, Solano County benefits from volunteers who contribute thousands of hours annually in support of vital programs and services, and who represent a diverse cross-section of the community, ranging from young adults to retirees, bringing a wide variety of backgrounds, skills, and experiences; and

WHEREAS, April highlights volunteerism through events such as Earth Day, National Service Recognition Day, and United Way's National Volunteer Month, further emphasizing the importance of civic engagement; and

WHEREAS, it is estimated that in Solano County there are over 100 volunteer opportunities available across a wide range of organizations, including those that support animal care, food distribution, public safety, education, and community services; and

WHEREAS, organizations such as the Food Bank of Contra Costa and Solano rely on volunteers to inspect, sort, and package food, bag produce in their Fairfield warehouse, and support community distribution programs, helping provide more than 2,700,000 meals monthly to individuals and families in need; and

WHEREAS, volunteers within the Solano County Sheriff's Office support a variety of programs and specialized units, enhancing the County's ability to respond to routine operations and emergency incidents while strengthening community relationships; and

WHEREAS, the Solano County Library benefits from volunteers who support literacy programs and services, educational programming, and community engagement efforts across its branches, helping expand access to services for residents of all ages; and

WHEREAS, the County's partnership with the Center for Volunteer & Nonprofit Leadership (CVNL), also known as Solano Volunteers, plays a vital role in connecting individuals to volunteer opportunities and supporting nonprofit organizations in effectively engaging volunteers to meet community needs; and

WHEREAS, volunteering and civic engagement are the cornerstone of a strong, resilient, and connected community.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby recognizes April 2026 as National Volunteer Appreciation Month and encourages all residents to volunteer and make a positive difference in Solano County.

Dated this 7th Day of April 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 #: 6 **Status:** Presentation
Type: Resolution-Presentation **Department:** Board of Supervisors
File #: 26-118 **Contact:** Kathy Lawton-Caesar, 784-3006
Agenda date: 04/07/2026 **Final Action:**
Title: Adopt and present a resolution recognizing April 11-17, 2026, as Black Maternal Health Week in Solano County (Supervisor Williams)
Governing body: Board of Supervisors
District: District 3
Attachments: A - Black Maternal Health Week Resolution

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

04/07/2026	1	Board of Supervisors	Adopted	
------------	---	----------------------	---------	--

Published Notice Required? Yes ___ No X

Public Hearing Required? Yes ___ No X

DEPARTMENTAL RECOMMENDATION:

Supervisor Williams recommends that the Board of Supervisors adopt a resolution recognizing April 11-17, 2026, as Black Maternal Health Week in Solano County.

SUMMARY/ DISCUSSION:

Black Maternal Health Week (BMHW) is an annual national campaign dedicated to raising awareness about the significant disparities in maternal health outcomes experienced by Black women in the United States. Led by the Black Mamas Matter Alliance (BMMA), a national organization committed to advancing Black maternal health, BMHW works to elevate the voices, experiences, and needs of Black mothers and birthing people nationwide.

Observed as part of National Minority Health Month, Black Maternal Health Week draws attention to the stark reality that Black women in the United States are more than three times as likely to die from pregnancy-related causes as white women. These inequities are driven by a range of social, cultural, and systemic factors, including racism, economic inequity, and limited access to quality, culturally responsive healthcare.

The purpose of Black Maternal Health Week is to highlight racial disparities in maternal health outcomes, advocate for policies and programs that support Black mothers, educate the public about the root causes of poor maternal health, and empower Black communities to take action to improve health outcomes for Black families.

Throughout the week, communities across the country host a variety of events and activities, including educational workshops and webinars, community health fairs and screenings, advocacy events and rallies, media campaigns and social media activations, as well as conferences and research presentations focused

on advancing maternal health equity.

Individuals and organizations are encouraged to get involved by attending local events, supporting the Black Mamas Matter Alliance and other organizations advancing Black maternal health initiatives, advocating for policies that improve maternal health outcomes, sharing trusted information and resources through social media, and uplifting the work of organizations dedicated to maternal and reproductive health equity.

FINANCIAL IMPACT:

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

ALTERNATIVES:

The Board could choose not to adopt this resolution but that would not be recommended as this is a good opportunity to highlight the importance of the purpose and goals of this movement especially as given that the County is specifically charged by the State with providing services to those most at risk.

OTHER AGENCY INVOLVEMENT:

There is no other agency involvement.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2026 –

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING APRIL 11-17, 2026, AS BLACK MATERNAL HEALTH WEEK

WHEREAS, Black Maternal Health Week, is a time to commit and recommit to ending the maternal health crisis that is taking the lives of far too many of our Nation’s Black mothers; and

WHEREAS, women in America are dying at a higher rate from pregnancy-related causes than women in any other developed nation; and

WHEREAS, Black women face even more risk and are three times more likely to die from pregnancy-related causes than white women, in no small part because of the long history of systemic racism and bias in America; and

WHEREAS, studies show that when Black women suffer from severe injuries or pregnancy complications or simply ask for medical assistance, they are often dismissed, go untreated or are ignored in the health care settings that are supposed to care for them; and

WHEREAS, people of color including expecting mothers, often bear the brunt of environmental injustices and, too often, Black mothers lack access to safe and secure housing, affordable transportation, and affordable healthy food; and

WHEREAS, former Vice President Kamala Harris was a key leader on maternal health and convened experts and activists to find solutions to fight for improved maternal health outcomes, elevating the issue nationally; and

WHEREAS, President Biden’s administration released a Blueprint for Addressing the Maternal Health Crisis, which outlined actions the federal government would take to combat maternal mortality and improve maternal health by creating the new “Birthing-Friendly” hospital designation that highlights hospitals and health systems that offer high-quality maternal care — ensuring that expecting mothers know where to go to get the help they need; and

WHEREAS, Solano County is fortunate enough to have three hospitals that meet the criteria to be recognized as being “Birthing-Friendly, including Kaiser in Vallejo, NorthBay in Fairfield and Kaiser in Vacaville; and

WHEREAS, the theme for 2026, the 10th annual Black Maternal Health Week, is "Rooted in Justice & Joy."

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby recognizes April 11 – 17, 2026, as Black Maternal Health Week in Solano County.

Dated this 7th day of April 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 #:	7	Status:	Presentation
Type:	Resolution-Presentation	Department:	Board of Supervisors
File #:	26-253	Contact:	Cassandra James, 784-3261
Agenda date:	04/07/2026	Final Action:	
Title:	Adopt and present a resolution recognizing the 30th Anniversary of the Solano Community Foundation and honoring its three decades of philanthropic service to Solano County residents (Supervisor James)		
Governing body:	Board of Supervisors		
District:	District 1		
Attachments:	A - Solano Community Foundation Resolution		

Date:	Ver.	Action By:	Action:	Result:
04/07/2026	1	Board of Supervisors	Adopted	

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

DEPARTMENTAL RECOMMENDATION:

Supervisor James recommends the Board adopt and present a resolution recognizing the 30th anniversary of the Solano Community Foundation, honoring its three decades of philanthropic service to Solano County residents.

SUMMARY/ DISCUSSION:

The Solano Community Foundation is marking its 30th year of operation, representing three decades of sustained philanthropic investment and partnership in support of Solano County residents. Over the past thirty years, the Foundation has played a critical role in strengthening the local nonprofit ecosystem by strategically directing resources toward programs and initiatives that address the county's most pressing needs.

Through its grantmaking efforts, the Foundation has supported a wide range of community-based organizations working across key areas such as education, health and wellness, economic stability, and community development. These investments have helped expand access to essential services, build organizational capacity, and foster innovative solutions to complex local challenges. In addition, the Foundation's scholarship programs have opened pathways to higher education and career advancement for local students, helping to cultivate the next generation of leaders within Solano County.

Beyond financial contributions, the Foundation has served as a convener and connector-bringing together donors, nonprofits, and community stakeholders to align efforts, share knowledge, and maximize collective impact. Its work reflects a long-standing commitment to equity, opportunity, and the overall well-being of the communities it serves.

As it commemorates this 30-year milestone, the Solano Community Foundation stands as a testament to the power of sustained, community-centered philanthropy and continues to play an important role in shaping a more resilient and thriving future for Solano County.

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 may choose not to adopt the resolution; however, this is not recommended, as the Solano Community Foundation has been a longstanding and impactful partner in supporting Solano County residents through three decades of philanthropic investment, grantmaking, and scholarship programs that strengthen the community and advance local priorities.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2026 -

A RESOLUTION CELEBRATING THE 30TH ANNIVERSARY OF THE SOLANO COMMUNITY FOUNDATION

WHEREAS, the Solano Community Foundation (SCF), established in 1996, has served as a trusted philanthropic partner dedicated to strengthening communities and improving quality of life throughout Solano County by connecting people, resources, and ideas to create lasting impact; and

WHEREAS, SCF advances community well-being through initiatives such as Building Community Muscle, which strengthens nonprofit capacity and collaboration, and Live Solano Give Solano, which in its inaugural year generated over \$110,000 through 709 donations benefiting 110 nonprofits across Solano County, with its second annual giving day scheduled for October 7, 2026; and through programs including Spark Grants for educators and scholarship programs that award approximately \$140,000 annually—many as multi-year awards—to support local students; and

WHEREAS, SCF stewards approximately \$14 million in charitable assets, the majority of which are held in endowed funds, and is implementing a forward-looking strategy to grow and diversify its portfolio to ensure long-term sustainability while remaining responsive to evolving community needs; and

WHEREAS, SCF distributes approximately \$530,000 annually in grants and scholarships, reinvesting resources directly into the community while continuing to modernize its operations to enhance accessibility, transparency, and efficiency; and

WHEREAS, SCF operates with a dedicated and resourceful team, demonstrating measurable progress, innovation, and expanded community engagement in recent years despite a lean staffing model; and

WHEREAS, in its 30th anniversary year, SCF is expanding its leadership through initiatives such as Solano 100+ Women Who Care, disaster resiliency efforts, growth of its Community Impact Fund, and strengthened partnerships across the public, private, and nonprofit sectors, while continuing to elevate community voice and foster cross-sector collaboration; and

WHEREAS, this milestone anniversary represents both a celebration of SCF's longstanding impact and a renewed commitment to building a more vibrant, equitable, and resilient future for all residents of Solano County.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby celebrates and honors the Solano Community Foundation on the occasion of its 30th anniversary for its enduring commitment to strengthening Solano County and improving the lives of its residents. The Board commends SCF for its leadership, innovation, and vision; recognizes its role in cultivating a strong, community-based philanthropic ecosystem; and extends its best wishes for continued success as it advances its mission in the years to come.

Dated this 7th day of April 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 #: 8 **Status:** Presentation
Type: Presentation **Department:** County Administrator
File #: 26-286 **Contact:** Ian Goldberg, 784-6100
Agenda date: 04/07/2026 **Final Action:**
Title: Receive a presentation from the County Administrator on the selection of Melinda Sandy for "Employee of the Month" for April 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:

It is recommended that the Board receive a presentation by the County Administrator on the selection of Melinda Sandy as the April 2026 "Employee of the Month" making Ms. Sandy 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 County Administrator's Office has selected Melinda Sandy as the deserving employee, granting her use of the designated parking area for the month of April 2026.

Ms. Sandy began her career with Solano County on November 22, 2004, as an Accounting Clerk III in the Treasurer/Tax Collector/County Clerk's Office. She promoted to Accounting Technician in the Auditor-Controller's Office on April 10, 2005, and later advanced to Office Supervisor in the County Administrator's Office on May 7, 2017. In that role, she oversaw a broad range of administrative and operational functions, including supervising clerical staff, managing office procedures and record systems, coordinating purchasing and payroll, supporting data processing, and assisting with departmental expenditures, claims, contracts, and budget activities.

On June 22, 2025, Ms. Sandy promoted to Budget Coordinator in the County Administrator's Office. In her current role, she supports the development and monitoring of both the countywide budget and the County Administrator's Office budget, and serves as a key point of contact for departments on budget-related matters. She has been instrumental in assisting departments with the transition to new budget software, consistently going above and beyond to ensure a smooth and effective implementation.

Ms. Sandy is recognized by her peers as a highly reliable and responsive professional who can be counted on to follow through promptly and thoroughly. She brings a collaborative and solutions-focused approach to her work, providing valuable support to departments, executive staff, and stakeholders across the organization. Her strong work ethic, sound judgment, and commitment to service make her an outstanding representative of the County Administrator's Office.

For these reasons, Ms. Sandy is a well-deserving recipient of the Employee of the Month recognition.

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 elect to name someone else as the "Employee of the Month"; however, this alternative is not recommended as Melinda Sandy is deserving of the Board's "Employee of the Month Parking" program.



Solano County

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

Agenda Submittal

Agenda #: 9 **Status:** Consent Calendar
Type: Resolution **Department:** Board of Supervisors
File #: 26-248 **Contact:** Kathy Lawton-Caesar, 784-3006
Agenda date: 04/07/2026 **Final Action:** 04/07/2026
Title: Adopt a resolution recognizing March 29, 2026, as Education and Sharing Day in Solano County
Governing body: Board of Supervisors
District: District 3
Attachments: A - Education and Sharing Day Resolution

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

04/07/2026	1	Board of Supervisors	Adopted	
------------	---	----------------------	---------	--

Published Notice Required? Yes ___ No X

Public Hearing Required? Yes ___ No X

DEPARTMENTAL RECOMMENDATION:

Supervisor Williams requests the Board adopt a resolution recognizing March 29, 2026, as Education and Sharing Day in Solano County.

SUMMARY/ DISCUSSION:

Education and Sharing Day has been recognized annually since 1978, when it was established to promote the importance of education and strengthen awareness of the role that moral and ethical instruction plays in the development of our nation’s youth.

In 2026, “Education and Sharing Day, U.S.A.” is observed on March 29, as recognized by the United States Congress and the White House. The day also honors the legacy of the Lubavitcher Rebbe, Rabbi Menachem M. Schneerson, of righteous memory, whose lifelong work advanced educational opportunity and emphasized the importance of values-based learning for all Americans.

Education and Sharing Day is observed each year on the Rebbe’s birthday, with 2026 marking the 124th anniversary of his birth. Since its establishment, the day has been commemorated through annual presidential proclamations, as well as recognitions by states, counties, and municipalities nationwide, encouraging reflection on our shared responsibility to provide young people with a strong moral and ethical foundation to lead lives of purpose, fulfillment, and service.

Recognizing Education and Sharing Day in Solano County provides an opportunity to reaffirm the County’s commitment to supporting the development of children and youth through education that fosters character, responsibility, and community engagement.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the District 3 FY2025/26 Working Budget. The costs associated with purchase of resolution materials are nominal and absorbed by the Board of Supervisors FY2025/26 Working Budget.

ALTERNATIVES:

The Board could choose not to adopt this resolution. This is not recommended because this is an opportunity to demonstrate the importance of moral education to all of our children.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2026-

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING MARCH 29, 2026, AS EDUCATION AND SHARING DAY IN SOLANO COUNTY

WHEREAS, education is fundamental to the strength and continuity of any society, and in Solano County, the education and development of youth remain a top priority; and

WHEREAS, education must not only impart knowledge, but also foster the moral and ethical development of young people, equipping them with the values and character necessary to lead meaningful lives and contribute positively to society; and

WHEREAS, the Lubavitcher Rebbe, Rabbi Menachem M. Schneerson, of righteous memory, was a global spiritual leader and advocate for education who emphasized that values-based learning empowers individuals to reach their full potential and improve the world around them; and

WHEREAS, his teachings promoted unity, compassion, and acts of goodness and kindness, grounded in the belief that even a single positive act can have a lasting and far-reaching impact; and

WHEREAS, March 29, 2026, marks the 124th anniversary of the Rebbe's birth and the 76th year of his leadership of the Chabad-Lubavitch movement, which is rooted in the principles of wisdom, understanding, and knowledge, and guided by enduring values including love of learning, care for others, and service to community; and

WHEREAS, "Education and Sharing Day" is observed annually on the Rebbe's birthday in recognition of his lasting contributions to education, moral development, and community service, and serves as a reminder of our shared responsibility to provide youth with a strong foundation for lives of purpose, responsibility, and service.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby proclaims Sunday, March 29, 2026, as "Education and Sharing Day" in Solano County, and encourages educators, community leaders, and residents to promote acts of learning, kindness, and service that contribute to a stronger and more compassionate community for all.

Dated this 7th day of April 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:	Approved
Type:	Minutes	Department:	Clerk of the Board of Supervisors
File #:	26-287	Contact:	Alicia Draves, 784-6126
Agenda date:	04/07/2026	Final Action:	04/07/2026
Title:	Approve the minutes of the Solano County Board of Supervisors' regular meeting of March 24, 2026		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - March 24, 2026 Draft Minutes		

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

04/07/2026	1	Board of Supervisors	Approved	
------------	---	----------------------	----------	--

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 meeting of March 24, 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, March 24, 2026

9:00 AM

Board of Supervisors Chambers

CALL TO ORDER

The Solano County Board of Supervisors met on the 24th day of March, 2026, in regular session in the Board of Supervisors' Chambers at the Solano County Government Center, 675 Texas Street, Fairfield, California at 9:00 A.M.

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 [26-222](#)

Adopt and present a resolution recognizing March 24, 2026, as World Tuberculosis Day in Solano County (Supervisor Mashburn)

Attachments: [A - World Tuberculosis Day 2026 Resolution](#)

On motion of Supervisor Mashburn, seconded by Supervisor James, the Board adopted and presented Resolution No. 2026-49, recognizing March 24, 2026, as World Tuberculosis Day in Solano County. So ordered by a 4-0 vote with Supervisor Vasquez absent. (see Resolution Book)

Enactment No: Resolution No. 2026-49

- 2 [26-217](#) Adopt and present a resolution recognizing World Autism Awareness Day, internationally recognized each year on April 2, to raise awareness about the millions of Americans and 67 million people around the world living with autism spectrum disorder (Supervisor Williams)

Attachments: [A - World Autism Awareness Day Resolution](#)

On motion of Supervisor Williams, seconded by Supervisor James, the Board adopted and presented Resolution No. 2026-50, recognizing World Autism Awareness Day, internationally recognized each year on April 2, to raise awareness about the millions of Americans and 67 million people around the world living with autism spectrum disorder. So ordered by a 4-0 vote with Supervisor Vasquez absent. (see Resolution Book)

Enactment No: Resolution No. 2026-50

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) Debbie Toth, representing Choice in Aging, commented on the loss of funding for the Prevention and Early Access for Seniors program also known as PEAS.*
- B) Steve Olry commented on various issues related to financial impact to the County.*
- C) Nick Filloy commented on ongoing labor negotiations.*
- D) Rick Estrada commented on ongoing labor negotiations.*
- E) Rene Haase commented on ongoing labor negotiations.*
- F) Costa Kerestenzis commented on ongoing labor negotiations.*
- G) Eloise Wright commented on ongoing In-Home Supportive Services (IHSS) labor negotiations*
- H) Maximina Del Real commented on ongoing IHSS labor negotiations.*
- I) Minerva Peña commented on ongoing IHSS labor negotiations.*
- J) Daphne Dunstan commented on ongoing IHSS labor negotiations.*
- K) Eleese Cheek commented on the loss of funding for the Prevention and Early Access for Seniors program also known as PEAS.*

L) Baltazar Dispo thanked the Board for taking action to clean up graffiti and on IHSS labor negotiations.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There were no additions to or deletions from the Solano County Board of Supervisors' agenda for March 24, 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 March 24, 2026 as submitted. So ordered by a 4-0 vote with Supervisor Vasquez absent.

PUBLIC COMMENT ON CONSENT CALENDAR

Supervisor Williams submitted a correction to her Monthly Meeting Attendance Report for Consent Calendar Item No. 6 noting she did attend the February 12, 2026, Solano County Water Agency meeting; however, it was omitted from her attendance report.

In response to a question from Supervisor Williams on Consent Calendar Item No. 13, regarding who acts as the Fire Marshall for Solano County, County Building Official Saeed Iravani stated he is the Fire Marshall for the County of Solano. Mr. Iravani further stated he also functions as the liaison between the various fire districts within the County.

In response to a question from Supervisor Williams regarding how the County ensures transparency and public awareness of new or increased fees, Ms. Blacklock stated that fee adoptions occur through public meetings, such as Board agenda items and hearings, which are publicly noticed and posted. She explained that each district adopts its own fees through this process, providing an opportunity for public review and input, and that no additional direct notification is currently required.

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 James, seconded by Supervisor Williams, the Board approved the following Consent Calendar items, as amended on Consent Calendar Item No. 6 to include participation in the February 12, 2026, Solano County Water Agency Meeting, and by 4-0 vote with Supervisor Vasquez absent:

CONSENT CALENDAR

- 3 [26-210](#) Authorize the County's contribution of \$6,800 from the General Fund contribution allocated to District 3 to benefit the following organizations, including T.E.A.M. Hope (\$2,500), Pearls of Wisdom Educational Resources, Inc. (\$1,000), Rotary Club of Fairfield-Suisun (\$1,000), Assist-A-Grad Scholarship Foundation, Inc. (\$1,000), Solano Hispanic Chamber Scholarship Fund (\$700), and Soroptimist International of Central Solano County, (\$600)
- Approved**
- 4 [26-216](#) Authorize the County's contribution of \$800 from General Fund contribution allocated to District 2 to benefit Food is Free Solano
- Approved**
- 5 [26-219](#) Approve the minutes of the Solano County Board of Supervisors' regular meetings of March 3, 2026 and March 10, 2026
- Attachments:* [A - March 3, 2026 Draft Minutes](#)
 [B - March 10, 2026 Draft Minutes](#)
- Approved**
- 6 [26-220](#) Receive and file the Meeting Attendance Reports for the month of February 2026 from the members of the Board of Supervisors
- Attachments:* [A - Monthly Meeting Attendance Reports - February 2026](#)
 [B - BOS Appts Detailed 2026](#)
- Approved**
- 7 [26-223](#) Approve a Memorandum of Understanding (MOU) for up to \$140,000 with the Golden State Finance Authority to coordinate a jail medical care feasibility study for the Bay Area Region; Delegate authority to the County Administrator to execute the MOU and any subsequent amendments, with County Counsel concurrence; and Approve an Appropriation Transfer Request (ATR) for \$34,935, to fund the first year costs of the MOU in the Sheriff's Office funded by the County General Fund (4/5 vote required)
- Attachments:* [A - MOU Golden State Finance Authority - Jail Medical Study](#)
- Approved**

- 8 [26-227](#) Adopt a resolution amending the List of Numbers and Classifications of Positions to add 1.0 FTE Chief Deputy County Counsel and delete 1.0 FTE Chief Deputy County Counsel (TBD) in the County Counsel's Office subject to the Board of Supervisors' approval of the FY2025/26 Midyear Financial Report Attachment G; and Adopt a resolution amending the Alphabetical Listing of Classes and Salaries to add the classification of Chief Deputy County Counsel with a monthly salary range of \$19,186.75 - \$23,321.62

Attachments: [A - Alphabetical Listing of Classes and Salaries Resolution](#)
 [B - List of Numbers and Classifications of Positions Resolution](#)

Adopted

Enactment No: Resolution No. 2026-51 and Resolution No. 2026-52

- 9 [26-205](#) Accept the Quarterly Review of the Statement of Assets of the Solano County Treasury as of December 31, 2025

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

Accepted

- 10 [26-218](#) Approve an Appropriation Transfer Request (ATR) of \$4,900,000 to fund Phase 1 of the Downtown Justice Campus Security Improvements Project, funded by the General Fund and Capital Renewal Reserve (4/5 vote required); and Delegate authority to the County Administrator, or designee, to execute a construction agreement and any necessary amendments for the Downtown Justice Campus Security Improvements - Phase 1 project, with County Counsel concurrence, and within the approved project budget

Attachments: [A - Underground Utility Map](#)
 [B - Security Perimeter Map](#)
 [C - Budget Summary](#)

Approved

- 11 [26-209](#) Approve the Notice of Completion for the Northeast Hangar Taxilanes Reconstruction and Drainage Improvement Project, Phase 2A located at Nut Tree Airport, 301 County Airport Road, Vacaville constructed by OC Jones & Sons, Inc., of Berkeley, CA; and Authorize the Clerk of the Board to record the executed Notice of Completion

Attachments: [A - Notice of Completion](#)
 [B - Budget Summary](#)

Approved

- 12 [26-207](#) Approve the Membership Certification Statement of the Solano County Child Care Planning Council

Attachments: [A - 2026 SCCPC Membership Certification](#)

Approved

- 13 [26-96](#) Ratify the proposed consensus ordinance on behalf of the Cordelia, Dixon, Montezuma, Suisun and Vacaville fire protection districts that adopts the 2025 California Fire Code together with local amendments

Attachments: [A - 2025 Consensus Ordinance \(Clean\)](#)
 [B - 2025 Consensus Ordinance \(Redlines\)](#)
 [C - Fire Districts Approval Dates](#)
 [D - Summary Table \(PDF\)](#)

Approved

- 14 [26-197](#) Approve the reappointment of Jacqui Nguyen to the Solano Commission for Women and Girls representing District 5 for a term to expire November 9, 2029

Approved

- 15 [26-200](#) Approve the appointment of Dion Denes to the Dixon Fire Protection District Board of Directors representing District 5 for a term to expire March 1, 2030

Attachments: [A - D. Denes - Application](#)

Approved**REGULAR CALENDAR**

- 16 [26-228](#) Adopt a resolution accepting the Tentative Agreement with the Service Employees International Union Local #1021 ("SEIU"), regarding Units 2, 7, 9 for a successor Memorandum of Understanding for the term March 24, 2026, through September 30, 2028; Adopt a resolution accepting the Tentative Agreement with the Service Employees International Union Local #1021, regarding Unit 5 for a successor Memorandum of Understanding for the term March 24, 2026, through September 30, 2028; Adopt a resolution accepting the Tentative Agreement with the Service Employees International Union Local #1021, regarding Unit 8 for a successor Memorandum of Understanding for the term March 24, 2026, through September 30, 2028; Adopt a resolution accepting the Tentative Agreement with the Service Employees International Union Local #1021, regarding Units 82, 87, 89, 90 for a successor Memorandum of Understanding for the term March 24, 2026, through September 30, 2028; Approve Side Letter Agreements to the Memorandums of Understanding to be entered into with the Service Employees International Union Local #1021 regarding Units (2, 7, 9), (5), (8), (82, 87, 89, 90) concerning Base Wage Increase Re-opener, Enhanced Tier II Bilingual Differential Pay, Recruitment/Retention Stipend with Partnership Health Plan, Library Hours, and Administrative Leave for Business Systems Analyst and IT Analyst; Direct the Director of Human Resources to prepare

separate Memorandums of Understanding consistent with each of the tentative agreements and obtain the signatures of the relevant signatories for SEIU; and Delegate authority to the County Administrative Officer or Director of Human Resources to execute the final Memorandums of Understanding and make technical, non-substantive adjustments

Attachments: [A - SEIU Units 2, 7, 9, 5, 8, 82, 87, 89, 90 Resolution](#)
 [B - SEIU Units 2, 7, 9, 5, 8, 82, 87, 89, 90 - Tentative Agreements and Side L](#)

Assistant Director of Human Resources David Pak introduced the item, noting that his presentation covers Regular Calendar Item Nos. 16, 17, and 18.

County Counsel Carrie Blacklock stated the Board can hear all three agenda items at once and can take the items as one vote.

Mr. Pak provided an overview of the labor agreements and side letters that have been approved by the labor unions for Service Employees International Union Local #1021 representing Units 2, 7, 9, 5, 8, 82, 87, 89, and 90, Solano County HSS Association of Professional Employees representing Unit 6, International Professional and Technical Engineers Local #21 representing Unit 19, and International Union of Operating Engineers, Stationary Engineers Local #39 representing Unit 10.

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

A) Jenifer LaRiviere commented on ongoing labor negotiations.

B) Michael Kitzes commented on ongoing labor negotiations.

On motion of Supervisor Mashburn, seconded by Supervisor James, the Board: 1) adopted Resolution No. 2026-53, accepting the Tentative Agreement with the Service Employees International Union Local #1021, regarding Units 2, 7, 9 for a successor Memorandum of Understanding for the term March 24, 2026, through September 30, 2028; accepting the Tentative Agreement with the Service Employees International Union Local #1021, regarding Unit 5 for a successor Memorandum of Understanding for the term March 24, 2026, through September 30, 2028; and accepting the Tentative Agreement with the Service Employees International Union Local #1021, regarding Unit 8 for a successor Memorandum of Understanding for the term March 24, 2026, through September 30, 2028; accepting the Tentative Agreement with the Service Employees International Union Local #1021, regarding Units 82, 87, 89, 90 for a successor Memorandum of Understanding for the term March 24, 2026, through September 30, 2028; 2) approved Side Letter Agreements to the Memorandums of Understanding to be entered into with the Service Employees International Union Local #1021 regarding Units 2, 7, 9, 5, 8, 82, 87, 89, and 90 concerning Base Wage Increase Re-opener, Enhanced Tier II Bilingual Differential Pay, Recruitment/Retention Stipend with Partnership Health Plan, Library Hours, and Administrative Leave for Business Systems Analyst and IT Analyst; 3) directed the Director of Human Resources to prepare separate Memorandums of Understanding consistent with each of the Tentative Agreements and obtain the signatures of the relevant signatories for the SEIU; and 4) delegated

authority to the County Administrative Officer or Director of Human Resources to execute the final Memorandums 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. 2026-53

17 [26-231](#)

Adopt a resolution accepting the Tentative Agreement with the Solano HSS Association of Professional Employees in representation of Unit 6 (Health And Social Services Supervisors) for a successor Memorandum of Understanding for the term March 24, 2026, through September 30, 2028; Adopt a resolution accepting the Tentative Agreement with the International Professional And Technical Engineers Local #21, in representation of Unit 16 (Association Of Mid-Management Professionals At Solano County) for a successor Memorandum of Understanding for the term March 24, 2026, through September 30, 2028; Adopt a resolution accepting the Tentative Agreement with the International Professional And Technical Engineers Local #21, in representation of Unit 19 (Executive and Senior Management, Professional and Technical Engineers Local 21) for a successor Memorandum of Understanding for the term March 24, 2026, through September 30, 2028; Approve Side Letter Agreements to the Memorandums of Understanding to be entered into with the Solano HSS Association of Professional Employees and the International Professional And Technical Engineers Local #21 regarding Units 6, 16, and 19, respectively, concerning Base Wage Increase Re-opener and Wage Separation due to Equity Adjustment (Unit 16); Direct the Director of Human Resources to prepare separate Memorandums of Understanding consistent with each of the tentative agreements and obtain the signatures of the relevant signatories for Solano HSS Association of Professional Employees and Local #21; and Delegate authority to the County Administrative Officer or Director of Human Resources to execute the final Memorandums of Understanding and make technical, non-substantive adjustments

Attachments: [A - Unit 6 Resolution](#)
[B - Units 16 and 19 Resolution](#)
[C - Unit 6 - Tentative Agreement and Side Letter](#)
[D - Unit 16 - Tentative Agreement and Side Letter](#)
[E - Unit 19 - Tentative Agreement and Side Letter](#)

On motion of Supervisor Mashburn, seconded by Supervisor James, the Board: 1) adopted Resolution No. 2026-54. accepting the Tentative Agreement with the Solano HSS Association of Professional Employees, regarding Unit 6 for a successor Memorandum of Understanding for the term March 24, 2026, through September 30, 2028; 2) adopted Resolution No. 2026-55, accepting the Tentative Agreement with the International Professional and Technical Engineers Local #21, regarding Unit 16 for a successor Memorandum of Understanding for the term March 24, 2026, through September 30, 2028 and accepting the Tentative Agreement with the International Professional and Technical Engineers Local #21, regarding Unit 19 for a successor Memorandum of Understanding for the term March 24, 2026, through September 30, 2028; 3) approved Side Letter Agreements to the Memorandums of Understanding to be entered into with the Solano HSS Association of Professional Employees and the International

Professional and Technical Engineers Local #21 regarding Units 6, 16, 19, respectively, concerning Base Wage Increase Re-opener and Wage Separation due to Equity Adjustment (Unit 16); 4) directed the Director of Human Resources to prepare separate Memorandums of Understanding consistent with each of the Tentative Agreements and obtain the signatures of the relevant signatories for the Local #21; and 5) delegated authority to the County Administrative Officer or Director of Human Resources to execute the final Memorandums 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. 2026-54 and Resolution No 2026-55

18 [26-237](#)

Adopt a resolution accepting the Tentative Agreement with the International Union of Operating Engineers, Stationary Engineers Local #39 ("L39"), regarding Unit 10 for a successor Memorandum of Understanding for the term March 24, 2026, through September 30, 2028; Approve Side Letter Agreements to the Memorandum of Understanding to be entered into with the International Union of Operating Engineers, Stationary Engineers Local #39 regarding Unit 10 concerning Base Wage Increase Re-opener and Workers' Compensation Pilot Program; Direct the Director of Human Resources to prepare separate Memorandum of Understanding consistent with each of the tentative agreements and obtain the signatures of the relevant signatories for L39; and Delegate authority to the County Administrative Officer or Director of Human Resources to execute the final Memorandums of Understanding and make technical, non-substantive adjustments

Attachments: [A - Unit 10 Resolution](#)
 [B - Unit 10 Tentative Agreement and Side Letter](#)

On motion of Supervisor Mashburn, seconded by Supervisor James, the Board: 1) adopted Resolution No. 2026-56, accepting the Tentative Agreement with the International Union of Operating Engineers, Stationary Engineers Local #39, regarding Unit 10 for a successor Memorandum of Understanding for the term March 24, 2026, through September 30, 2028; 2) approved Side Letter Agreements to the Memorandum of Understanding to be entered into with the International Union of Operating Engineers, Stationary Engineers Local #39 regarding Unit 10 concerning Base Wage Increase Re-opener and Workers' Compensation Pilot Program; 3) directed the Director of Human Resources to prepare separate Memorandums of Understanding consistent with each of the Tentative Agreements and obtain the signatures of the relevant signatories for L39; and 4) delegated authority to the County Administrative Officer or Director of Human Resources to execute the final Memorandums 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. 2026-56

19 [26-225](#)

Receive the FY2025/26 Midyear Financial Report and consider taking action on the recommendations contained in the Report

Attachments: [A - Financial - Variance Report FY2025-26](#)
 [B - FY2025-26 Midyear Projections - General Fund](#)
 [C - FY2025-26 Midyear Projections - Other Funds](#)
 [D - FY2025-26 Midyear Projections - ISF, Enterprise, Special Districts](#)

[E - General Fund Year-End Fund Balance FY2025-26](#)

[F - Midyear Appropriation Transfer Requests \(ATR\) FY2025-26](#)

[G - Position Resolution Midyear FY2025-26](#)

[H - Budget Preparation Assumptions](#)

[I - State and Federal Budget Update](#)

County Administrator Ian Goldberg introduced the item.

Budget Officer Tami Lukens provided an overview of the Fiscal Year 2025/26 Midyear Financial Report.

Assistant County Administrator Debbie Vaughn provided an overview of Midyear position changes and an overview of the County's potential exposures related to H.R. 1, Care Court, Proposition 1, and State program changes.

In response to a question from Supervisor Mashburn regarding if the County has the ability to set up a volunteer program to enable those who are affected by the new work/volunteer requirement to keep their program services, Assistant Director of Health and Social Services Kelly Curtis stated the Health and Social Services department is actively working with community partners to determine if memorandums of understanding can be created to enable the County to refer individuals needing to complete their work/volunteer hour requirement. Ms. Curtis further stated staff is also waiting for additional guidance from the State of California (State).

In response to a question from Supervisor Mashburn regarding how the County and the public can provide input into State level bureaucratic processes shaping program implementation, Ms. Vaughn stated the State is currently awaiting guidance from the federal government where many of the decisions originate. Ms. Vaughn further stated the statewide associations that represent counties are actively advocating and engaging with State and federal partners on behalf of the health and human services agencies. Ms. Curtis provided a description of a structured engagement process through the County Welfare Directors Association, noting that while this type of process is comprehensive, it can delay timelines for final implementation guidance.

A discussion was held regarding the fiscal and service impacts of individuals losing coverage, including clarification that while services would still be provided, costs would shift to public systems, including the State and counties as payers of last resort for indigent care. It was noted that emergency care would continue to be partially reimbursed by the State, but funding gaps and increased reliance on emergency services and county-supported care could create significant financial and operations pressures.

In response to a question from Supervisor Williams regarding the need for workshops to help individuals properly complete required forms, track eligibility activities, and whether the County is coordinating with food banks to

prepare for potential increases in demand, Ms. Vaughn clarified that approximately 30,000 individuals are impacted on the Medi-Cal side and about 52,000 on CalFresh, and noted that staff are developing plans but are still awaiting State and federal guidance to avoid misaligned efforts. Ms. Curtis stated that over 8,000 CalFresh recipients may be at risk of losing benefits if they do not meet work requirements and confirmed ongoing coordination with the food bank to prepare for increased need. Ms. Curtis further emphasized that eligibility staff are already stretched thin and that increased workload, coupled with reduced or limited funding, will make it challenging to provide the necessary level of support, including assistance with completing required forms.

In response to a question from Supervisor Mashburn regarding whether there are any significant pending property tax appeal exposures, particularly related to large businesses, Mr. Goldberg confirmed that additional exposures do exist beyond those previously discussed and noted that reserves have been set aside to help address potential impacts. He added that a detailed list of these exposures could be provided for further review. County Counsel Carrie Blacklock further stated that there is a pending Genentech property tax appeal hearing expected within the next few months and indicated that this is the only complex matter currently identified within the Assessor's Office.

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

A) Bryan Espinoza representing the Food Bank of Contra Costa and Solano Counties, commented on the anticipated impacts of federal CalFresh changes under H.R. 1, including expanded work requirements and loss of eligibility for certain populations, which may affect approximately 7,000 Solano County residents. Mr. Espinoza noted that reduced benefits historically increase reliance on emergency food services and urged the Board to consider supporting food banks to help address the expected rise in food insecurity.

B) Tracey Stacey commented on the need for a systems-level, innovative approach to budgeting, emphasizing that funding decisions have widespread impacts across services and populations and require cross-departmental collaboration. Ms. Stacey highlighted the PEAS program as a cost-effective, innovative model serving vulnerable older adults and urged the County to prioritize sustaining such programs while addressing growing community needs.

On motion of Supervisor Mashburn, seconded by Supervisor James, the Board:1) approved Appropriation Transfer Requests recognizing revenues and transfers in various departments requiring and approved adjustments to existing appropriations in various departments; 2) adopted Resolution No. 2026-57, amending the List of Numbers and Classifications of Positions within Solano County for a net decrease of 0.25 positions; 3) approved fixed asset purchases in the amount of \$453,345 for the Library, \$151,287 for Probation, \$23,463 for the Sheriff, \$178,332 for Fleet Management; 4) affirmed initial

budget assumptions for FY2026/27; and 5) confirmed the FY2026/27 Budget Hearing dates from Thursday, June 25, 2026, through Tuesday, June 30, 2026. So ordered by a 4-0 vote with Supervisor Vasquez absent. (see Resolution Book)

Enactment No: Resolution No. 2026-57

ITEMS FROM THE PUBLIC con't

There were no additional comments from the public.

CLOSED SESSION

The Solano County Board of Supervisors recessed to Closed Session at 11:39 A.M. to discuss the following matters with no action to report:

20

[26-211](#)

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

3) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(pursuant to Government Code § 54956.9(a)) - Garrido v. County of Solano,
et al. (County of Solano Superior Court Case No. CU24-06928)

No action to report

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS

There were no Board member comments or reports on meetings.

ADJOURN:

This meeting of the Solano County Board of Supervisors adjourned at 1:10 P.M. Next meeting of the Solano County Board of Supervisors will be April 7, 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 #:	11	Status:	Consent Calendar
Type:	Resolution	Department:	County Administrator
File #:	26-240	Contact:	Matthew A. Davis, 784-6111
Agenda date:	04/07/2026	Final Action:	04/07/2026
Title:	Adopt a resolution recognizing April 2026 as National County Government Month in Solano County		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - National County Govt. Month Resolution		

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

04/07/2026	1	Board of Supervisors	Adopted	
------------	---	----------------------	---------	--

Published Notice Required? Yes _____ No X

Public Hearing Required? Yes _____ No X

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a resolution recognizing April 2026 as National County Government Month in Solano County.

SUMMARY:

April 2026 marks the annual celebration of National County Government Month (NCGM), sponsored by the National Association of Counties (NACo) since 1991. This initiative is designed to raise public awareness and understanding of the vital role counties play in delivering essential services and improving the quality of life for residents.

In 2026, National County Government Month takes on added significance as the nation commemorates the 250th anniversary of American independence, recognizing the long-standing role counties have played in serving communities throughout the country's history. Across the nation, more than 3,000 counties serve over 330 million residents, providing critical services that support healthy, safe and vibrant communities. Counties act as key intergovernmental partners, implementing local, state and federal programs that impact nearly every aspect of daily life.

In Solano County, departments and employees are committed to connecting residents with essential programs and services that support safer, healthier and more resilient communities. Residents benefit from a wide range of county services, including, but not limited to, access to healthcare, food and housing assistance, public safety, elections, infrastructure, behavioral health services, services for children and families, veteran support, and the justice system.

National County Government Month provides an opportunity to highlight these services and recognize the

dedication of county employees who serve the public every day.

FINANCIAL IMPACT:

The costs associated with preparing this agenda item are nominal and will be absorbed within the County Administrator's FY2025/26 Working Budget. Costs related to preparation and presentation of the resolution are also included in the Board of Supervisors FY2025/26 Working Budget.

DISCUSSION:

County governments remain one of the nation's oldest forms of government and continue to play a critical role in delivering services that directly impact residents' daily lives. Counties invest billions of dollars annually in infrastructure, public safety, health services, social services, and community development.

National County Government Month, held each April, serves as an opportunity to educate residents about these investments and the essential functions of county government. It also highlights the role counties play as intergovernmental partners, working collaboratively across all levels of government to address community needs and implement effective, locally responsive solutions.

In 2026, this observance also aligns with the nation's 250-year history, underscoring the enduring importance of county government in shaping communities and supporting residents across generations.

Solano County is proud to be one of the nation's 3,069 counties serving residents through a wide array of programs and services. Below is just a sampling of the programs and services that Solano County departments provide residents, businesses, visitors and clients in our community, including:

- **The Agriculture / Weights and Measures Department** inspects thousands of commercial devices annually to ensure fairness and consumer protection.
- **The Department of Child Support Services** assists thousands of families each year, securing critical financial support for children.
- **First 5 Solano** continues to expand early childhood education opportunities, including development of early learning facilities that support working families.
- **Library Services** provides expanded digital access to books, media and educational resources for residents across the county.
- **The Public Defender and Alternate Defender Offices** protect the rights of residents while helping remove barriers to employment and housing through record-clearing efforts.
- **The Environmental Health Division** conducts inspections to ensure safe food handling practices throughout the county.
- **The Veterans Service Office** assists thousands of veterans in accessing benefits and services earned through their military service.
- **The Department of Health and Social Services** provides critical support to a significant portion of the county's population through public assistance, behavioral health, child welfare and other programs.

Through these services and many others, Solano County continues to support residents from early childhood through older adulthood, helping individuals and families thrive.

ALTERNATIVES:

The Board could choose not to adopt the resolution recognizing April 2026 as National County Government Month. This is not recommended, as the resolution provides an opportunity to increase public awareness of county services and recognize the contributions of county employees.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2026 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS DESIGNATING THE MONTH OF APRIL 2026 AS NATIONAL COUNTY GOVERNMENT MONTH IN SOLANO COUNTY

WHEREAS, counties are one of America's oldest forms of government, dating back to 1634, and today the nation's 3,069 counties serve more than 330 million Americans, providing essential services that create healthy, safe and vibrant communities; and

WHEREAS, counties fulfill a vast range of responsibilities and deliver services that touch nearly every aspect of residents' lives, while acting as intergovernmental partners implementing local, state and federal programs; and

WHEREAS, in 2026, the nation celebrates the 250th anniversary of American independence, recognizing the long and enduring role counties have played in serving residents and strengthening communities; and

WHEREAS, since 1991, the National Association of Counties has encouraged counties across the country to elevate public awareness of county responsibilities, programs and services through National County Government Month; and

WHEREAS, counties nationwide support critical infrastructure and services, including hospitals, public health systems, transportation networks, courts, elections, and community development programs; and

WHEREAS, in Solano County, employees are dedicated to ensuring residents have access to essential services including healthcare, public safety, housing and food assistance, behavioral health services, elections, and the justice system; and

WHEREAS, these services are delivered through a diverse network of county departments and programs working collaboratively to meet the needs of Solano County residents; and

WHEREAS, Solano County provides a wide range of programs and services that support a healthy, safe and thriving community, including consumer protection efforts through the Agriculture / Weights and Measures Department, which inspects thousands of devices annually to ensure fairness in the marketplace; and

WHEREAS, the Department of Child Support Services serves thousands of families and distributes critical financial assistance that directly benefits children and families throughout the county; and

WHEREAS, First 5 Solano continues to invest in early childhood development and expand access to childcare and family support services for residents; and

WHEREAS, the Department of Library Services provides expanded access to digital media, educational materials and community resources for residents across Solano County; and

WHEREAS, the Public Defender and Alternate Defender Offices work to protect the rights, liberty and dignity of residents while helping remove barriers to employment and housing opportunities; and

WHEREAS, the Department of Resource Management, Environmental Health Division conducts inspections to ensure safe food handling practices and protect public health; and

WHEREAS, the Veterans Service Office assists veterans in accessing the medical, educational, housing and disability benefits they have earned through their service; and

WHEREAS, the Department of Health and Social Services provides essential services to a significant portion of the county's population, including public assistance, child welfare, and behavioral health programs.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors does hereby recognize the month of April as National County Government Month in Solano County.

Dated this 7th day of April 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 #:	12	Status:	Approved
Type:	Contract	Department:	County Counsel
File #:	26-246	Contact:	Carrie Blacklock, 784-6140
Agenda date:	04/07/2026	Final Action:	04/07/2026

Title: Approve an amendment to the Public Risk Innovation, Solutions, and Management (“PRISM”) Joint Powers Agreement to revise governance structure and expand public entity representation; and 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 per fiscal year

Governing body: Board of Supervisors

District: All

Attachments: A - PRISM JPA Amendment 2026, B - PRISM JPA Agreement - Final Redline

Date:	Ver.	Action By:	Action:	Result:
04/07/2026	1	Board of Supervisors	Approved	

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

DEPARTMENTAL RECOMMENDATION:

The Office of County Counsel recommends the Board of Supervisors:

1. Approve an amendment to the Public Risk Innovation, Solutions, and Management (“PRISM”) Joint Powers agreement to revise governance structure and expand public entity representation; and
2. 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 per fiscal year

SUMMARY:

PRISM, established in 1979 by the California State Association of Counties (CSAC), was originally formed to serve California counties. Today, 54 of the 58 counties participate in one or more PRISM programs. Since expanding eligibility in 2001, PRISM has also grown to include a broad range of public agency members, including over 70% of California cities, as well as special districts, school districts, and joint powers authorities. PRISM is now the largest public entity property and casualty risk pool in the United States.

In recognition of this growth and the significant role public entity members play in the organization, PRISM is proposing updates to its governance structure and Joint Powers Authority (JPA) Agreement. Public entity members have participated in PRISM for over 20 years, contribute approximately half of the organization’s annual funding, and actively serve on committees; however, their representation in governance has not kept pace. The proposed amendment updates the composition of the Board of Directors and Executive

Committee, and revises additional language to reflect current practices.

FINANCIAL IMPACT:

There is no cost associated with the amendment.

DISCUSSION:

Board of Directors Composition

Currently, the PRISM Board of Directors consists of 61 voting members: 54 county representatives and 7 public entity representatives (with three alternates for the public entity seats). The proposal would increase public entity representation by adding 10 additional voting seats, bringing the total to 17 public entity members (plus three alternates) and 71 total voting members. Under this structure, counties would retain approximately 76% of the voting authority.

Executive Committee Composition

The Executive Committee, which oversees the day-to-day operations of PRISM, currently consists of 11 members. The proposal would expand the committee to 13 members and add two alternates. Members of the Executive Committee continue to be elected by the Board of Directors.

JPA Agreement Updates

Additional amendments to the JPA Agreement are proposed to:

1. Reflect current organizational practices and operations.
2. Support expanded governance participation by public entity members.
3. Remove references to “insurance” to accurately reflect PRISM’s status as a risk-sharing pool rather than an insurance provider.

These proposed changes were initially discussed during a strategic planning retreat in November 2022 with the Executive Committee and committee leadership. Following that discussion, the Executive Committee directed the Governance Subcommittee to develop recommended amendments. The proposed changes were subsequently reviewed by both the Executive Committee and the Board of Directors.

ALTERNATIVES:

The Board could choose not to sign the amendment and the County would need to find alternatives for coverages outside the JPA.

OTHER AGENCY INVOLVEMENT:

None

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Adopted: October 5, 1979
Amended: May 12, 1980
Amended: January 23, 1987
Amended: October 7, 1988
Amended: March 1993
Amended: November 18, 1996
Amended: October 4, 2005
Amended: February 28, 2006
Amended: June 30, 2020
Amended: June 30, 2026

JOINT POWERS AGREEMENT PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT

This Agreement is executed in the State of California by and among those counties and public entities organized and existing under the Constitution of the State of California, which are parties signatory to this Agreement. California counties, hereinafter called member counties, and public entities, hereinafter called member public entities, (collectively “members”) shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

RECITALS

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, Article 16, Section 6 of the California Constitution provides that insurance pooling arrangements under joint exercise of power agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, pursuant to California Government Code Section 990.6, the cost of insurance provided by a local public entity is a proper charge against the local public entity; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and such pooling of self-insured claims or losses is not considered insurance nor subject to regulation under the Insurance Code; and

WHEREAS, the counties and public entities executing this Agreement desire to join together for the purpose of jointly funding and/or establishing excess and other coverage programs as determined;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 CREATION OF PRISM

Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as Public Risk Innovation, Solutions, and Management ("PRISM"), with such powers as are hereinafter set forth.

ARTICLE 2 DEFINITIONS

"Board of Directors" or "Board" shall mean the governing body of PRISM.

"Claim" shall mean a claim made against a member arising out of an occurrence that is covered by an excess or primary coverage program of PRISM in which the member is a participant.

"Executive Committee" shall mean the Executive Committee of the Board of Directors of PRISM.

"Fiscal year" shall mean that period of twelve months that is established by the Board of Directors as the fiscal year of PRISM.

"Government Code" shall mean the California Government Code.

"Insurance program" or "program" shall mean a program under which participating members are protected against designated losses, either through joint purchase of primary or excess insurance or reinsurance, pooling of self-insured claims or losses, purchased insurance or reinsurance, or any other combination as determined by the Executive Committee or other program governing committee. The Board of Directors, the Executive Committee, or a program's governing committee may determine applicable criteria for determining eligibility in any program, as well as establishing program policies and procedures.

"Joint powers law" shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

"Loss" shall mean a liability or potential liability of a member, including litigation expenses, attorneys' fees and other costs, that is covered by a program of PRISM in which the member is a participant.

"Member County" shall mean any county in the State of California that has executed this Agreement and become a member of PRISM. "Member County" shall also include those entities or other bodies set forth in Article 3 (c).

"Member Public Entity" shall mean any California public entity, which is not a California county, that has executed this Agreement and become a member of PRISM. "Member Public Entity" shall also include those entities or other bodies set forth in Article 3(c).

"Occurrence" shall mean an event, which is more fully defined in the memorandums of coverage and/or policies or reinsurance agreements of a program, in which the participating county or participating public entity is a member.

"Participating county" shall mean any Member County that has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Participating public entity" shall mean any Member Public Entity that has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Self-insured retention" shall mean that portion of a loss resulting from an occurrence experienced by a member, that is retained as a liability or potential liability of the member and is not subject to payment by PRISM.

"Reinsurance" shall mean insurance or reinsurance purchased by PRISM as part of a program to cover that portion of any loss that exceeds the joint funding capacity of that program.

ARTICLE 3 PURPOSES

This Agreement is entered into by the Member Counties and Member Public Entities in order to jointly develop and fund coverage programs. Such programs may include, but are not limited to, the creation of pooled risk programs, including primary and excess coverage programs, the pooling of self-insured claims and losses, purchased insurance or reinsurance, and the provision of necessary administrative services. Such administrative services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal services.

ARTICLE 4 PARTIES TO AGREEMENT

- (a) There shall be two classes of membership of the parties pursuant to this Agreement consisting of one class designated as Member Counties and another class designated as Member Public Entities.
- (b) Each Member County and Member Public Entity, as a party to this Agreement, certifies that it intends to and does contract with all other members as parties to this Agreement and, with such other members as may later be added as parties to this Agreement pursuant to Article 19 as to all programs of which it is a participating member. Each member also certifies that the removal of any party from this Agreement, pursuant to Articles 20 or 21, shall not affect this Agreement or the member's obligations hereunder.

- (c) A member for purposes of participating in or providing coverage under any program of PRISM, may contract on behalf of, and shall be deemed to include:
- Any public entity as defined in Government Code § 811.2 which the member requests to be added and from the time that such request is approved by the Executive Committee of PRISM.
- Any nonprofit entity, including a nonprofit public benefit corporation formed pursuant to Corporations Code §§ 5111, 5120 and, 5065, which the member requests to be added and from the time that such request is approved by the Executive Committee.
- (d) Any public entity or nonprofit so added shall be subject to and included under the member's SIR or deductible, and when so added, may be subject to such other terms and conditions as determined by the Executive Committee.
- (e) Such public entity or nonprofit shall not be considered a separate party to this Agreement. Any public entity or nonprofit so added, shall not affect the member's representation on the Board of Directors and shall be considered part of and represented by the member for all purposes under this Agreement.
- (f) The Executive Committee shall establish guidelines for approval of any public entity or nonprofit so added in accordance with Article 4(c) and (d).
- (g) Should any conflict arise between the provisions of this Article and any applicable Memorandum of Coverage or other document evidencing coverage, such Memorandum of Coverage or other document evidencing coverage shall prevail.

ARTICLE 5 TERM

This Agreement shall continue in effect until terminated as provided herein.

ARTICLE 6 POWERS OF PRISM

PRISM shall have all of the powers common to General Law counties in California, such as Alpine County and all additional powers set forth in the joint powers law, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

- (a) To make and enter into contracts.
- (b) To incur debts, liabilities, and obligations.

- (c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.
- (d) To sue and be sued in its own name, and to settle any claim against it.
- (e) To receive and use contributions and advances from members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment, or property.
- (f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.
- (g) To allow for risk management services to be provided to out-of-state participants in a PRISM program.
- (h) To carry out all provisions of this Agreement.

Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

ARTICLE 7 BOARD OF DIRECTORS

PRISM shall be governed by the Board of Directors, which shall be composed as follows:

- (a) One director from each Member County, appointed by the Member County's board of supervisors and serving at the pleasure of that body. Each Member County's board of supervisors shall also appoint an alternate director who shall have the authority to attend, participate in and vote at any meeting of the Board of Directors when the director is absent. A director or alternate director shall be a county supervisor, other county official, staff person of the Member County, or agent and upon termination of office or employment with the Member County or agency relationship, shall automatically terminate membership or alternate membership on the Board of Directors.
- (b) Twenty directors consisting of seventeen directors and three alternate directors chosen in the manner specified in the Bylaws from those participating as Member Public Entities. A director or alternate public entity director shall be an official, or staff person, or agent of the Member Public Entity, and upon termination of office, employment, or agency relationship with the Member Public Entity, shall automatically terminate membership or alternate membership on the Board of Directors.

- (c) Any vacancy in a county director or alternate director position shall be filled by the appointing county's board of supervisors, subject to the provisions of this Article. Any vacancy in a public entity director position shall be filled by vote of the public entity members.
- (d) A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business. Each member of the Board of Directors shall have one vote. Except as otherwise provided in this Agreement or any other duly executed agreement of the members, all actions of the Board of Directors shall require the affirmative vote of a majority of the members; provided, that any action which is restricted in effect to one of PRISM's insurance programs, shall require the affirmative vote of a majority of those Board of Directors members who represent counties and public entities participating in that program. For purposes of an insurance program vote, to the extent there are public entity members participating in a program, the public entity Board of Directors members as a whole shall have a minimum of one vote. The public entity Board of Directors members may in no event cast more votes than would constitute 20% of the number of total county members in that program (subject to the one vote minimum). Should the number of public entity Board of Directors votes authorized herein be less than the number of public entity Board of Directors members at a duly noticed meeting, the public entity Board of Directors members shall decide among themselves, which Board of Directors member shall vote. Should they be unable to decide, the President of PRISM shall determine which director(s) shall vote.

ARTICLE 8 POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers and functions:

- (a) The Board of Directors shall exercise all powers and conduct all business of PRISM, either directly or by delegation to other bodies or persons unless otherwise prohibited by this Agreement, or any other duly executed agreement of the members or by law.
- (b) The Board of Directors may adopt such resolutions as deemed necessary in the exercise of those powers and duties set forth herein.
- (c) The Board of Directors shall form an Executive Committee, as provided in Article 11. The Board of Directors may delegate to the Executive Committee and the Executive Committee may discharge any powers or duties of the Board of Directors except adoption of PRISM's annual budget. The powers and duties so delegated shall be specified in resolutions adopted by the Board.
- (d) The Board of Directors or Executive Committee may form, as provided in Article 12, such other committees as it deems appropriate to conduct the business of PRISM. The membership of any such other committee may

consist in whole or in part of persons who are not members of the Board of Directors.

- (e) The Board of Directors shall elect the officers of PRISM and shall appoint or employ necessary staff in accordance with Article 13.
- (f) The Board of Directors shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of PRISM. Adoption of the budget may not be delegated.
- (g) The Board of Directors shall develop, or cause to be developed, and shall oversee each program of PRISM, including all provisions for self-insurance, pooling, excess or reinsurance, and administrative services necessary to carry out such program.
- (h) The Board of Directors, directly or through the Executive Committee, shall provide for necessary services to PRISM and to members, by contract or otherwise, which may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal services.
- (i) The Board of Directors, directly or through the Executive Committee, shall provide general supervision and policy direction to the Chief Executive Officer.
- (j) The Board of Directors shall receive and act upon reports of the committees and the Chief Executive Officer.
- (k) The Board of Directors shall act upon each claim involving liability of PRISM, directly or by delegation of authority to the Executive Committee or other committee, body or person, provided, that the Board of Directors shall establish monetary limits upon any delegation of claims settlement authority, beyond which a proposed settlement must be referred to the Board of Directors for approval.
- (l) The Board of Directors, directly or through the Executive Committee or other committee, may require that PRISM review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any member, insofar as those functions affect the liability or potential liability of PRISM. The Board of Directors, Executive Committee, or other committee may forward any or all such recommendations to the member with a request for compliance and a statement of potential consequences for noncompliance.
- (m) The Board of Directors shall receive, review and act upon periodic reports and audits of the funds of PRISM, as required under Articles 15 and 16 of this Agreement.

- (n) The Board of Directors, directly or through the Executive Committee or program committee, may declare that any funds established for any program has a surplus of funds and determine a formula to return such surplus to the participating counties and participating public entities, which have contributed to such fund. Likewise, the Board, Executive Committee or program committee may declare that funds established for any program has a deficit of funds and determine a formula to collect additional funds from the participating counties and participating public entities, which have contributed to such fund.
- (o) The Board of Directors, directly or through the Executive Committee, shall have such other powers and duties as are reasonably necessary to carry out the purposes of PRISM.

ARTICLE 9 MEETINGS OF THE BOARD OF DIRECTORS

- (a) The Board of Directors shall hold at least one regular meeting each year and shall provide for such other regular meetings and for such special meetings as it deems necessary.
- (b) The Chief Executive Officer of PRISM shall provide for the keeping of minutes of regular and special meetings of the Board of Directors and shall provide a copy of the minutes to each member of the Board of Directors at the next scheduled meeting.
- (c) All meetings of the Board of Directors, the Executive Committee and such other committees pursuant to Article 12 herein, shall be called, noticed, held and conducted in accordance with the provisions of Government Code Section 54950 et seq.

ARTICLE 10 OFFICERS

The Board of Directors shall elect from its membership a President and Vice President of the Board, to serve for one-year terms.

The President, or in his or her absence, the Vice President, shall preside at and conduct all meetings of the Board of Directors and shall chair the Executive Committee.

ARTICLE 11 EXECUTIVE COMMITTEE

The Board of Directors shall establish an Executive Committee of the Board of Directors, which shall consist of fifteen members: the President and Vice President of the Board of Directors, eleven voting members, and two alternates elected by the Board of Directors from its membership.

The terms of office of the eleven non-officer members shall be as provided in the Bylaws of PRISM.

The Executive Committee shall conduct the business of PRISM between meetings of the Board of Directors, exercising all those powers as provided for in Article 8, or as otherwise delegated to it by the Board.

ARTICLE 12 COMMITTEES

The Board of Directors, directly or through the Executive Committee, may establish committees as it deems appropriate to conduct the business of PRISM. Members of the committees shall be appointed by the Executive Committee. Each committee shall annually select one of their members to chair the Committee.

Each committee shall be composed of at least five members and shall have those duties as determined by the Board of Directors, Executive Committee, or as otherwise set forth in the Bylaws.

Each committee shall meet on the call of its chair, and shall report to the Executive Committee and the Board of Directors.

ARTICLE 13 STAFF

- (a) **Principal Staff.** The Chief Executive Officer shall be appointed by and serve at the pleasure of the Board of Directors. The Chief Executive Officer shall serve as the Board Secretary and administer the business and activities of PRISM, subject to the general supervision and policy direction of the Board of Directors and Executive Committee; shall be responsible for all minutes, notices and records of PRISM and shall perform such other duties as are assigned by the Board and Executive Committee.
- (b) **Treasurer and Auditor.** Pursuant to Government Code Section 6505.6, the Chief Financial Officer shall serve as the Treasurer/Auditor. The duties of the Treasurer are set forth in Article 16 of this Agreement. The Chief Financial Officer shall draw warrants to pay demands against PRISM. The Chief Financial Officer shall comply with the provisions of Government Code Section 6505.5 (a-d) and shall be appointed by and serve at the pleasure of the Chief Executive Officer.
- (c) **Other Staff.** The Board of Directors, Executive Committee or Chief Executive Officer shall provide for the appointment of such other staff as may be necessary for the administration of PRISM.

ARTICLE 14 DEVELOPMENT, FUNDING AND IMPLEMENTATION OF PROGRAMS

- (a) **Program Coverage.** Programs of PRISM may provide coverage, including excess insurance and/or reinsurance coverage, or services for any Member County or Member Public Entity.
- (b) **Program and PRISM Funding.** The members developing or participating in a program shall fund all costs of that program, including administrative costs, as hereinafter provided. Costs of staffing and supporting PRISM, hereinafter called PRISM general expenses, shall be equitably allocated among the various programs by the Board of Directors, and shall be funded by the members developing or participating in such programs in accordance with such allocations, as hereinafter provided.
 - (1) **Annual Premium.** Except as provided in (2) below, all post-development costs of a program shall be funded by annual premiums charged to the members participating in the program each policy year, and by interest earnings on the funds so accumulated. Such premiums shall be determined by the Executive Committee or the program's governing committee upon the basis of a cost allocation plan and rating formula adopted by the Executive Committee or the program's governing committee. The premium for each participating member shall include that participant's share of expected program losses including a margin for contingencies as determined by the Executive Committee or program governing committee, program reinsurance costs, and program administrative costs for the year, plus that participant's share of PRISM general expense allocated to the program by the Board of Directors.
 - (2) **Assessments**
 - (i) If it is determined by the Board of Directors or the program's governing committee that the funding for a program is insufficient to pay losses, fund known estimated losses, and fund estimated losses, which have been incurred but not reported, the Board of Directors or the program's governing committee may declare an assessment on all participating members of the program.
 - (ii) Assessments declared pursuant to (i) above shall be in an amount which will assure adequate funds for the program to be actuarially sound; provided that the assessment to any participating member shall not exceed an amount equal to three (3) times the member's annual premium for that year, unless otherwise determined by the Board of Directors or the program's governing committee.

Provided, however, that if an assessment is in excess of three times the member's annual premium for that year,, ninety days prior to the Board of Directors or program's

governing committee taking action to determine the amount of the assessment, PRISM will notify the governing body of each participating member, in writing, of its recommendations regarding its intent to declare an assessment and the amount recommended to be assessed each member.

- (iii) A member that is no longer a participating member at the time the assessment is declared, but was a participating member during the policy year(s) for which the assessment is needed, shall be required to pay its share of the assessment in accordance with the provisions of (i) and (ii) above.
- (c) **Program Implementation and Effective Date.** Upon establishment of a program by the Board of Directors or Executive Committee, PRISM shall determine the manner of program implementation and shall give written notice to all members of such program, which shall include, but not be limited to: program participation levels, coverages and terms of coverage of the program, estimates of first year premium charges, effective date of the program (or estimated effective date) and such other program provisions as deemed appropriate.
- (d) **Late Entry Into Program.** A member which does not elect to enter a program upon its implementation, pursuant to (c) above, or a county or public entity which becomes a party to this Agreement following implementation of the program, may apply to the Executive Committee or program's governing committee for entry into the program. Such request may be granted upon a majority vote of the Executive Committee or program committee.
- (e) **Reentry Into A Program.** Except as otherwise provided in a Program Memorandum of Understanding, any county or public entity that is a member of a program of PRISM who withdraws or is cancelled from a program under Articles 21 and 22, may not reenter such program for a period of three years from the effective date of withdrawal or cancellation.

ARTICLE 15 ACCOUNTS AND RECORDS

- (a) **Annual Budget.** The Board of Directors shall annually adopt an operating budget pursuant to Article 8 of this Agreement, which shall include a separate budget for each program under development or adopted and implemented by PRISM.
- (b) **Funds and Accounts.** The Chief Financial Officer ("CFO") of PRISM shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board of Directors. Separate accounts shall be established and maintained for each program under

development or adopted and implemented by PRISM. Books and records of PRISM shall be open to inspection at all reasonable times by authorized representatives of members.

PRISM shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.

- (c) **CFO's Report.** The CFO, within one hundred and eighty (180) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each member.
- (d) **Annual Audit.** Pursuant to Government Code Section 6505, PRISM shall either make or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records of PRISM, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with each of the members and also with the county auditor of the county where the home office of PRISM is located and shall be sent to any public agency or person in California that submits a written request to PRISM. The report shall be filed within six months of the end of the fiscal year or years under examination. Costs of the audit shall be considered a general expense of PRISM.

ARTICLE 16 RESPONSIBILITIES FOR FUNDS AND PROPERTY

- (a) The Treasurer shall have the custody of and disburse PRISM's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Executive Committee to perform that function, subject to the requirements of (b) below.
- (b) Pursuant to Government Code Section 6505.6, the Treasurer shall:
 - (1) Receive and acknowledge receipt for all funds of PRISM and place them in the treasury of the Treasurer to the credit of PRISM.
 - (2) Be responsible upon his or her official bond for the safekeeping and disbursements of all PRISM funds so held by him or her.
 - (3) Pay any sums due from PRISM, as approved for payment by the Executive Committee or by any body or person to whom the Executive Committee has delegated approval authority, making such payments from PRISM funds upon warrants drawn by the CFO.
- (c) Pursuant to Government Code Section 6505.1, the Chief Executive Officer, the Treasurer, and such other persons as the Executive Committee may designate shall have charge of, handle, and have access to the property of PRISM.

- (d) PRISM shall secure and pay for a fidelity bond or bonds or crime insurance, in an amount or amounts and in the form specified by the Executive Committee, covering all officers and staff of PRISM, and all officers and staff who are authorized to have charge of, handle, and have access to property of PRISM.

ARTICLE 17 RESPONSIBILITIES OF MEMBERS

Members shall have the following responsibilities under this Agreement.

- (a) The board of supervisors of each Member County shall appoint a representative and one alternate representative to the Board of Directors, pursuant to Article 7. The Board of Supervisors may appoint by individual or by position.
- (b) Each member shall appoint an officer or employee of the member to be responsible for the risk management function for that member and to serve as a liaison between the member and PRISM for all matters relating to risk management.
- (c) Each member shall maintain an active risk prevention and control program, and shall consider and act upon all recommendations of PRISM concerning the reduction of unsafe practices.
- (d) Each member shall maintain its own claims and loss records in each category of liability covered by a program of PRISM in which the member is a participant, and shall provide copies of such records to PRISM as directed by the Executive Committee or program governing committee.
- (e) Each member shall pay premiums and assessments due to PRISM as required under Article 14. Penalties for late payment of such premiums and/or assessments shall be as determined by the Executive Committee. After withdrawal, cancellation, or termination action under Articles 20, 21, or 23, each member or former member shall pay promptly to PRISM any additional premiums due, as determined and assessed by the Executive Committee or other Program governing committee under Articles 22 or 23. Any costs incurred by PRISM associated with the collection of such premiums or other charges, shall be recoverable by PRISM.
- (f) Each member shall provide PRISM such other information or assistance as may be necessary for PRISM to develop and implement programs under this Agreement.
- (g) Each member shall cooperate with and assist PRISM, and any insurer or reinsurer of PRISM, in all matters relating to this Agreement, and shall comply with all Bylaws, and other rules adopted by the Board of Directors, Executive Committee or program governing committee.

- (h) Each member shall have such other responsibilities as are provided elsewhere in this Agreement, and as are established by the Board of Directors, Executive Committee or program governing committee in order to carry out the purposes of this Agreement.

ARTICLE 18 ADMINISTRATION OF CLAIMS

- (a) Subject to subparagraph (e), each member shall be responsible for the investigation, settlement or defense, and appeal of any claim made, suit brought, or proceeding instituted against the member arising out of a loss.
- (b) PRISM may develop standards for the administration of claims for each program of PRISM so as to allow PRISM to oversee the administration of claims by the members.
- (c) Each participating member shall give PRISM timely written notice of claims in accordance with the provisions of the Bylaws and the applicable program Memorandum of Coverage.
- (d) A member shall not enter into any settlement involving liability of PRISM without the advance written consent of PRISM.
- (e) PRISM, at its own election and expense, shall have the right to participate with a member in the settlement, defense, or appeal of any claim, suit or proceeding, which, in the judgment of PRISM, may involve liability of PRISM.

ARTICLE 19 NEW MEMBERS

Any California county or public entity may become a party to this Agreement upon approval by the Executive Committee.

ARTICLE 20 WITHDRAWAL

- (a) A member may withdraw as a party to this Agreement upon thirty (30) days advance written notice to PRISM if it has never become a participant in any program pursuant to Article 14, or if it has previously withdrawn from all programs in which it was a participant.
- (b) After becoming a participant in a program, a member may withdraw from that program only at the end of a policy year for the program, and only if it gives PRISM at least sixty (60) days advance written notice of such action unless otherwise specified in a program Memorandum of Understanding.

ARTICLE 21 CANCELLATION

- (a) Notwithstanding the provisions of Article 20,
 - (1) The Board of Directors may, on a two-thirds vote, cancel any member from this Agreement and membership in PRISM. Such action shall have the effect of canceling the member's participation in all programs of PRISM as of the date that all membership is canceled.
 - (2) A program governing committee may cancel any member's participation in a program of PRISM, without canceling the member's membership in PRISM or participation in other programs, on a vote of two-thirds of the program governing committee.
 - (3) PRISM shall give sixty (60) days advance written notice of the effective date of any cancellation under the foregoing provisions. Upon such effective date, the member shall be treated the same as if it had voluntarily withdrawn from this Agreement, or from the program, as the case may be.
- (b) Except as otherwise provided in a program Memorandum of Understanding, a member that does not enter one or more of the programs developed and implemented by PRISM within the member's first year as a member of PRISM shall be considered to have withdrawn as a party to this Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.
- (c) A member which withdraws from all programs of PRISM in which it was a participant and does not enter any program for a period of six (6) months thereafter shall be considered to have withdrawn as a party to the Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.

ARTICLE 22 EFFECT OF WITHDRAWAL OR CANCELLATION

- (a) If a member's participation in a program of PRISM is canceled under Article 21, with or without cancellation of membership in PRISM, and such cancellation is effective before the end of the policy year for that program, PRISM shall promptly determine and return to that member the amount of any unearned premium payment from the member for the policy year, such amount to be computed on a pro-rata basis from the effective date of cancellation.

- (b) Except as provided in (a) above or as otherwise provided in a program Memorandum of Understanding, a member which withdraws or is canceled from this Agreement and membership in PRISM, or from any program of PRISM, shall not be entitled to the return of any premium or other payment to PRISM, or of any property contributed to PRISM. However, in the event of termination of this Agreement, such member may share in the distribution of assets of PRISM to the extent provided in Article 23 provided; however, that any withdrawn or canceled member, which has paid an assessment pursuant to Article 14 (b) (3) (ii) shall be entitled to return of said member's unused assessment, plus interest accrued thereon, at such time as the Board of Directors or program governing committee declares that a surplus exists in any program for which an assessment was made.
- (c) Except as provided in (d) below, a member shall pay any premium charges, which the Board of Directors or program governing committee determines are due from the member for losses and costs incurred during the entire coverage year in which the member was a participant in such program regardless of the date of entry into such program. Such charges may include any deficiency in a premium previously paid by the member, as determined by audit under Article 14 (b) (2); any assessment declared and attributed to the member under Article 14 (b) (3); and any additional amount of premium, which the Executive Committee determines to be due from the member upon final disposition of all claims arising from losses under the program during the entire coverage year in which the member was a participant regardless of date of entry into such program. Any such premium charges shall be payable by the member in accordance with PRISM's invoice and payment policy.
- (d) Those members that have withdrawn or been canceled pursuant to Articles 20 and 21 from any program of PRISM during a coverage year shall pay any premium charges which the Board of Directors or Executive Committee determines are due from the members for losses and costs which were incurred during the member's participation in any program.

ARTICLE 23 TERMINATION AND DISTRIBUTION OF ASSETS

- (a) A three-fourths vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from the member public entities is required to terminate this Agreement; provided; however, that this Agreement and PRISM shall continue to exist after such election for the purpose of disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of PRISM.
- (b) Upon termination of this Agreement, all assets of PRISM in each program shall be distributed among those members that participated in that program in proportion to their premium contributions. The Board of

Directors shall determine such distribution within six (6) months after disposal of the last pending claim or other liability covered by the program.

- (c) Following termination of this Agreement, any member that was a participant in a program of PRISM shall pay any additional amount of premium, determined by the Board of Directors in accordance with a loss allocation formula, which may be necessary to enable final disposition of all claims arising from losses under that program during the entire coverage year in which the member was a participant regardless of the date of entry into such program.

ARTICLE 24 LIABILITY OF BOARD OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS AND LEGAL ADVISORS

The members of the Board of Directors, Officers, committee members and legal advisors to any Board of Directors or committees of PRISM shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of PRISM funds, or failure to invest.

No Director, Officer, committee member, or legal advisor to any Board of Directors or committee shall be responsible for any action taken or omitted by any other Director, Officer, committee member, or legal advisor to any committee. No Director, Officer, committee member or legal advisor to any committee shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this Agreement.

The funds of PRISM shall be used to defend, indemnify and hold harmless PRISM and any Director, Officer, committee member or legal advisor to any committee for their actions taken within the scope of the authority of PRISM. Nothing herein shall limit the right of PRISM to purchase insurance or reinsurance to provide such coverage, as is hereinabove set forth.

ARTICLE 25 BYLAWS

The Board of Directors may adopt Bylaws consistent with this Agreement, which shall provide for the administration and management of PRISM.

ARTICLE 26 NOTICES

PRISM shall address notices, billings and other communications to a member as directed by the member. Each member shall provide PRISM with the email address to which communications are to be sent. Members shall address notices and other

communications to PRISM to the Chief Executive Officer of PRISM, at the office address of PRISM or via email, as set forth in the Bylaws.

ARTICLE 27 AMENDMENT

A two-thirds vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from the member public entities is required to amend this Agreement. However, the Executive Committee is authorized to make non-substantive, clerical amendments to the Agreement and does not need to obtain approval from the Board of Directors to make such amendments.

ARTICLE 28 EFFECTIVE DATE OF AMENDMENTS

Any amendment of this Agreement shall become effective upon the date specified by the Board of Directors and upon approval of any Amended Agreement as required in Article 27. Approval of any amendment by the voting boards of supervisors and public entity board members must take place no later than 30 days from the effective date specified by the Board of Directors.

ARTICLE 29 PROHIBITION AGAINST ASSIGNMENT

No member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any member shall have any right, claim or title to any part, share, interest, fund, premium or asset of PRISM.

ARTICLE 30 AGREEMENT COMPLETE

This Agreement constitutes the full and complete Agreement of the parties.

ARTICLE 31 DISPUTE RESOLUTION

When a dispute arises between PRISM and a member, the following procedures are to be followed:

- (a) Request for Reconsideration. The member will make a written request to PRISM for the appropriate Committee to reconsider their position, citing the arguments in favor of the member and any applicable case law that applies. The member can also request a personal presentation to that Committee, if it so desires.
- (b) Committee Appeal. The committee responsible for the program or having jurisdiction over the decision in question will review the matter and

reconsider PRISM's position. This committee appeal process is an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the member requesting reconsideration is represented on the committee having jurisdiction, that committee member shall be deemed to have a conflict and shall be excluded from any vote.

- (c) Executive Committee Appeal. If the member is not satisfied with the outcome of the committee appeal, the matter will be brought to the Executive Committee for reconsideration upon request of the member. If the member requesting reconsideration is represented on the Executive Committee, that Executive Committee member shall be deemed to have a conflict and shall be excluded from any vote.
- (d) Arbitration. If the member is not satisfied with the outcome of the Executive Committee appeal, the next step in the appeal process is arbitration. The arbitration, whether binding or non-binding, is to be mutually agreed upon by the parties. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for a determination. If Binding Arbitration is selected, then the decision of the arbitrator is final. Both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved member and PRISM.
- (e) Litigation. If, after following the dispute resolution procedure paragraphs a-d, either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as a possible remedy to the dispute.

ARTICLE 32 FILING WITH SECRETARY OF STATE

The Chief Executive Officer of PRISM shall file a notice of this Agreement with the office of California Secretary of State within 30 days of its effective date, as required by Government Code Section 6503.5 and within 70 days of its effective date as required by Government Code Section 53051.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

DATE: _____

MEMBER: _____
(Print Name of Member Entity)

BY: _____
(Authorized signature of Member)

Seal:



Adopted: October 5, 1979
Amended: May 12, 1980
Amended: January 23, 1987
Amended: October 7, 1988
Amended: March 1993
Amended: November 18, 1996
Amended: October 4, 2005
Amended: February 28, 2006
Amended: June 30, 2020
Amended: June 30, 2026

JOINT POWERS AGREEMENT PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT

This Agreement is executed in the State of California by and among those counties and public entities organized and existing under the Constitution of the State of California, which are parties signatory to this Agreement. ~~Public Risk Innovation, Solutions, and Management (referred to herein as PRISM), formerly known as CSAC Excess Insurance Authority, was formed under the sponsorship of CSAC.~~ California counties, hereinafter called member counties, and public entities, hereinafter called member public entities, (collectively "members") shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

Commented [MP1]: Deleting as the document does not need a reference to the former name.

RECITALS

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, Article 16, Section 6 of the California Constitution provides that insurance pooling arrangements under joint exercise of power agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, pursuant to California Government Code Section 990.6, the cost of insurance provided by a local public entity is a proper charge against the local public entity; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and such pooling of self-insured claims or losses is not considered insurance nor subject to regulation under the Insurance Code; and

WHEREAS, the counties and public entities executing this Agreement desire to join together for the purpose of jointly funding and/or establishing excess and other ~~insurance coverage~~ programs as determined;

Commented [MP2]: Replacing "insurance" with the word "coverage" throughout the document since JPAs are not "insurance".

NOW THEREFORE, the parties agree as follows:

**ARTICLE 1
CREATION OF PRISM**

~~Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as Public Risk Innovation, Solutions, and Management ("PRISM"), with such powers as are hereinafter set forth.~~

Commented [MP3]: Moved from a later place in the document to introduce the creation of the organization earlier in the document.

**ARTICLE 42
DEFINITIONS**

~~"CSAC" shall mean the County Supervisors Association of California, dba California State Association of Counties.~~

Commented [MP4]: This is unnecessary as there is no longer a reference to CSAC anywhere in the document.

"Board of Directors" or "Board" shall mean the governing body of PRISM.

"Claim" shall mean a claim made against a member arising out of an occurrence, ~~which that~~ is covered by an excess or primary ~~insurance coverage~~ program of PRISM in which the member is a participant.

"Executive Committee" shall mean the Executive Committee of the Board of Directors of PRISM.

"Fiscal year" shall mean that period of twelve months ~~which that~~ is established by the Board of Directors as the fiscal year of PRISM.

"Government Code" shall mean the California Government Code.

"Insurance program" or "program" shall mean a program ~~which has been designated as a major program of PRISM~~ under which participating members are protected against designated losses, either through joint purchase of primary or excess insurance ~~or reinsurance~~, pooling of self-insured claims or losses, purchased insurance ~~or reinsurance~~, or any other combination as determined by the ~~Board of Directors~~ ~~Executive Committee or other program governing committee~~. The Board of Directors, the Executive Committee, or a program's governing committee may determine applicable criteria for determining eligibility in any ~~insurance~~ program, as well as establishing program policies and procedures.

Commented [MP5]: The Executive Committee recently decided to call all programs simply "programs", rather than calling them "major programs" or "miscellaneous programs."

"Joint powers law" shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

"Loss" shall mean a liability or potential liability of a member, including litigation expenses, attorneys' fees and other costs, ~~which that~~ is covered by a ~~an insurance~~ program of PRISM in which the member is a participant.

"Member County" shall mean any county in the State of California ~~which that~~ has executed this Agreement and become a member of PRISM. "Member County" shall also include those entities or other bodies set forth in Article 3 (c).

"Member Public Entity" shall mean any California public entity, which is not a California county, ~~which that~~ has executed this Agreement, and become a member of PRISM. "Member Public Entity" shall also include those entities or other bodies set forth in Article 3(c).

~~"Miscellaneous Program" is an insurance program of PRISM that does not involve pooling of self-insured claims or losses and may be made available to members as well as non-member public entities that are not a party to this Agreement.~~

"Occurrence" shall mean an event, which is more fully defined in the memorandums of coverage and/or policies or reinsurance agreements of ~~an insurance~~ program, in which the participating county or participating public entity is a member.

"Participating county" shall mean any ~~M~~member County ~~which that~~ has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Participating public entity" shall mean any ~~M~~member Public Entity ~~which that~~ has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Self-insured retention" shall mean that portion of a loss resulting from an occurrence experienced by a member, ~~which that~~ is retained as a liability or potential liability of the member and is not subject to payment by PRISM.

"Reinsurance" shall mean insurance or reinsurance purchased by PRISM as part of ~~an insurance~~ program to cover that portion of any loss ~~that which~~ exceeds the joint funding capacity of that program.

ARTICLE 23 PURPOSES

This Agreement is entered into by the ~~M~~member Counties and ~~M~~member Public Entities in order to jointly develop and fund ~~insurance coverage~~ programs ~~as determined~~. Such programs may include, but are not limited to, the creation of ~~joint insurance funds~~ pooled risk programs, including primary and excess ~~insurance coverage~~ programs ~~funds~~, the pooling of self-insured claims and losses, purchased insurance ~~or, including~~ reinsurance, and the provision of necessary administrative services. Such administrative services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal ~~defense~~ services.

ARTICLE 34 PARTIES TO AGREEMENT

- (a) There shall be two classes of membership of the parties pursuant to this Agreement consisting of one class designated as Member Counties and another class designated as Member Public Entities.
- (b) Each ~~M~~member ~~C~~ounty and ~~M~~member ~~P~~ublic ~~E~~ntity, as a party to this Agreement, certifies that it intends to and does contract with all other members as parties to this Agreement and, with such other members as may later be added as parties to this Agreement pursuant to Article 19 as to all programs of which it is a participating member. Each member also certifies that the removal of any party from this Agreement, pursuant to Articles 20 or 21, shall not affect this Agreement or the member's obligations hereunder.
- (c) A member for purposes of ~~participating in or~~ providing ~~insurance~~ coverage under any program of PRISM, may contract on behalf of, and shall be deemed to include:
- Any public entity as defined in Government Code § 811.2 which the member requests to be added and from the time that such request is approved by the Executive Committee of PRISM.
- Any nonprofit entity, including a nonprofit public benefit corporation formed pursuant to Corporations Code §§ 5111, 5120 and, 5065, which the member requests to be added and from the time that such request is approved by the Executive Committee.
- (d) Any public entity or nonprofit so added shall be subject to and included under the member's SIR or deductible, and when so added, may be subject to such other terms and conditions as determined by the Executive Committee.
- (e) Such public entity or nonprofit shall not be considered a separate party to this Agreement. Any public entity or nonprofit so added, shall not affect the member's representation on the Board of Directors and shall be considered part of and represented by the member for all purposes under this Agreement.
- (f) The Executive Committee shall establish guidelines for approval of any public entity or nonprofit so added in accordance with Article ~~34~~(c) and (d).
- (g) Should any conflict arise between the provisions of this Article and any applicable Memorandum of Coverage or other document evidencing coverage, such Memorandum of Coverage or other document evidencing coverage shall prevail.

ARTICLE 45
TERM

This Agreement shall continue in effect until terminated as provided herein.

ARTICLE 5 CREATION OF PRISM

~~Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as Public Risk Innovation, Solutions, and Management ("PRISM"), with such powers as are hereinafter set forth.~~

Commented [MP6]: Moved to earlier in the document.

ARTICLE 6 POWERS OF PRISM

PRISM shall have all of the powers common to General Law counties in California, such as Alpine County and all additional powers set forth in the joint powers law, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

- (a) To make and enter into contracts.
- (b) To incur debts, liabilities, and obligations.
- (c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.
- (d) To sue and be sued in its own name, and to settle any claim against it.
- (e) To receive and use contributions and advances from members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment, or property.
- (f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.
- (g) To allow ~~non member public entities and non member counties to participate in Miscellaneous Programs and~~ for risk management services to be provided to ~~non member counties and non member public entities including~~ out-of-state participants in a PRISM program.
- (h) To carry out all provisions of this Agreement.

Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

ARTICLE 7 BOARD OF DIRECTORS

PRISM shall be governed by the Board of Directors, which shall be composed as follows:

- (a) One director from each ~~M~~member ~~C~~county, appointed by the ~~M~~member ~~C~~county's board of supervisors and serving at the pleasure of that body. Each ~~M~~member ~~C~~county's board of supervisors shall also appoint an alternate director who shall have the authority to attend, participate in and vote at any meeting of the Board of Directors when the director is absent. A director or alternate director shall be a county supervisor, other county official, ~~or~~ staff person of the ~~M~~member ~~C~~county, or agent and upon termination of office or employment with the Member County or agency relationship, shall automatically terminate membership or alternate membership on the Board of Directors.
- (b) ~~Ten-Twenty~~ directors consisting of ~~seven~~teen directors and three alternate directors chosen in the manner specified in the Bylaws from those participating as Member Ppublic Eentitys ~~y~~ members. A director or alternate public entity director shall be an official, or staff person, or agent of the Member Ppublic Eentity ~~member~~, and upon termination of office, ~~or~~ employment, or agency relationship with the Member Ppublic Eentity, shall automatically terminate membership or alternate membership on the Board of Directors.
- (c) ~~Member county directors shall consist of a minimum of 80% of the eligible voting members on the Board of Directors. The public entity member directors shall be reduced accordingly to ensure at least 80% of the Board of Directors consists of county director members (By way of example, if the number of county members is reduced from the current 54 by member withdrawals to a level of 28, then county members would be at the 80% level, 28/35. If the county members go to 27, then the public entity members would lose one seat and would only have 6 votes).~~

Any vacancy in a county director or alternate director position shall be filled by the appointing county's board of supervisors, subject to the provisions of this Article. Any vacancy in a public entity director position shall be filled by vote of the public entity members.

A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business. Each member of the Board of Directors shall have one vote. Except as otherwise provided in this Agreement or any other duly executed agreement of the members, all actions of the Board of Directors shall require the affirmative vote of a majority of the members; provided, that any action which is restricted in effect to one of PRISM's insurance programs, shall require the affirmative vote of a majority of those Board of Directors members who represent counties and public entities participating in that program. For purposes of an insurance program vote, to the extent there are public entity members participating in a program, the public entity Board of Directors members as a whole shall have a minimum of one vote. The public entity Board of

Directors members may in no event cast more votes than would constitute 20% of the number of total county members in that program (subject to the one vote minimum). Should the number of public entity Board of Directors votes authorized herein be less than the number of public entity Board of Directors members at a duly noticed meeting, the public entity Board of Directors members shall decide among themselves, which Board of Directors member shall vote. Should they be unable to decide, the President of PRISM shall determine which director(s) shall vote.

ARTICLE 8 POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers and functions:

- (a) The Board of Directors shall exercise all powers and conduct all business of PRISM, either directly or by delegation to other bodies or persons unless otherwise prohibited by this Agreement, or any other duly executed agreement of the members or by law.
- (b) The Board of Directors may adopt such resolutions as deemed necessary in the exercise of those powers and duties set forth herein.
- (c) The Board of Directors shall form an Executive Committee, as provided in Article 11. The Board of Directors may delegate to the Executive Committee and the Executive Committee may discharge any powers or duties of the Board of Directors except adoption of PRISM's annual budget. The powers and duties so delegated shall be specified in resolutions adopted by the Board.
- (d) The Board of Directors or Executive Committee may form, as provided in Article 12, such other committees as it deems appropriate to conduct the business of PRISM. The membership of any such other committee may consist in whole or in part of persons who are not members of the Board of Directors.
- (e) The Board of Directors shall elect the officers of PRISM and shall appoint or employ necessary staff in accordance with Article 13.
- (f) The Board of Directors shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of PRISM. Adoption of the budget may not be delegated.
- (g) The Board of Directors shall develop, or cause to be developed, and shall ~~review, modify as necessary, and adopt~~ oversee each ~~insurance~~ program of PRISM, including all provisions for self-insurance, pooling, excess or reinsurance, and administrative services necessary to carry out such program.

- (h) The Board of Directors, directly or through the Executive Committee, shall provide for necessary services to PRISM and to members, by contract or otherwise, which may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal services.
- (i) The Board of Directors, directly or through the Executive Committee, shall provide general supervision and policy direction to the Chief Executive Officer.
- (j) The Board of Directors shall receive and act upon reports of the committees and the Chief Executive Officer.
- (k) The Board of Directors shall act upon each claim involving liability of PRISM, directly or by delegation of authority to the Executive Committee or other committee, body or person, provided, that the Board of Directors shall establish monetary limits upon any delegation of claims settlement authority, beyond which a proposed settlement must be referred to the Board of Directors for approval.
- (l) The Board of Directors, directly or through the Executive Committee or other committee, may require that PRISM review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any member, insofar as those functions affect the liability or potential liability of PRISM. The Board of Directors, Executive Committee, or other committee may forward any or all such recommendations to the member with a request for compliance and a statement of potential consequences for noncompliance.
- (m) The Board of Directors shall receive, review and act upon periodic reports and audits of the funds of PRISM, as required under Articles 15 and 16 of this Agreement.
- (n) The Board of Directors, directly or through the Executive Committee or program committee, may, ~~upon consultation with a casualty actuary,~~ declare that any funds established for any program has a surplus of funds and determine a formula to return such surplus to the participating counties and participating public entities, which have contributed, to such fund. Likewise, the Board, Executive Committee or program committee may declare that funds established for any program has a deficit of funds and determine a formula to collect additional funds from the participating counties and participating public entities, which have contributed to such fund.
- (o) The Board of Directors, directly or through the Executive Committee, shall have such other powers and duties as are reasonably necessary to carry out the purposes of PRISM.

Commented [MP7]: Program MOUs contain information on collecting funds from the membership when there is a deficit. Since this provision sets forth provisions for distributing surplus, we are adding in the deficit situation as well

ARTICLE 9

MEETINGS OF THE BOARD OF DIRECTORS

- (a) The Board of Directors shall hold at least one regular meeting each year and shall provide for such other regular meetings and for such special meetings as it deems necessary.
- (b) The Chief Executive Officer of PRISM shall provide for the keeping of minutes of regular and special meetings of the Board of Directors, and shall provide a copy of the minutes to each member of the Board of Directors at the next scheduled meeting.
- (c) All meetings of the Board of Directors, the Executive Committee and such other committees ~~as established by the Board of Directors~~ pursuant to Article 12 herein, shall be called, noticed, held and conducted in accordance with the provisions of Government Code Section 54950 et seq.

ARTICLE 10 OFFICERS

The Board of Directors shall elect from its membership a President and Vice President of the Board, to serve for one-year terms.

The President, or in his or her absence, the Vice President, shall preside at and conduct all meetings of the Board of Directors and shall chair the Executive Committee.

ARTICLE 11 EXECUTIVE COMMITTEE

The Board of Directors shall establish an Executive Committee of the Board of Directors, which shall consist of ~~eleven-fifteen~~ members: the President and Vice President of the Board of Directors, ~~and nine~~ eleven voting members, and two alternates elected by the Board of Directors from its membership.

The terms of office of the ~~nine~~ eleven non-officer members shall be as provided in the Bylaws of PRISM.

The Executive Committee shall conduct the business of PRISM between meetings of the Board of Directors, exercising all those powers as provided for in Article 8, or as otherwise delegated to it by the Board.

ARTICLE 12 COMMITTEES

The Board of Directors, directly or through the Executive Committee, may establish committees, as it deems appropriate to conduct the business of PRISM. Members of the committees shall be appointed by the ~~Board of Directors~~ Executive Committee, ~~to serve two year terms, subject to reappointment by the Board of Directors.~~

~~The members of each~~Each committee shall annually select one of their members to chair the Committee.

Each committee shall be composed of at least five members and shall have those duties as determined by the Board of Directors, Executive Committee, or as otherwise set forth in the Bylaws.

Each committee shall meet on the call of its chair, and shall report to the Executive Committee and the Board of Directors ~~as directed by the Board of Directors~~.

ARTICLE 13 STAFF

- (a) **Principal Staff.** The Chief Executive Officer shall be appointed by and serve at the pleasure of the Board of Directors. The Chief Executive Officer shall serve as the Board Secretary and administer the business and activities of PRISM, subject to the general supervision and policy direction of the Board of Directors and Executive Committee; shall be responsible for all minutes, notices and records of PRISM and shall perform such other duties as are assigned by the Board and Executive Committee.
- (b) **Treasurer and Auditor.** Pursuant to Government Code Section 6505.6, the Chief Financial Officer shall serve as the Treasurer/Auditor. The duties of the Treasurer are set forth in Article 16 of this Agreement. The Chief Financial Officer shall draw warrants to pay demands against PRISM. The Chief Financial Officer shall comply with the provisions of Government Code Section 6505.5 (a-d) and shall be appointed by and serve at the pleasure of the Chief Executive Officer.
- (c) **Other Staff.** The Board of Directors, Executive Committee or Chief Executive Officer shall provide for the appointment of such other staff as may be necessary for the administration of PRISM.

ARTICLE 14 DEVELOPMENT, FUNDING AND IMPLEMENTATION OF ~~INSURANCE~~ PROGRAMS

- (a) **Program Coverage.** ~~Insurance p~~Programs of PRISM may provide coverage, including excess insurance and/or reinsurance coverage, or services for any Member County or Member Ppublic Eentity ~~risk the Board of Directors or Executive Committee.~~;

~~(1) — Workers' compensation;~~

~~(2) — Comprehensive liability, including but not limited to general, personal injury, contractual, public officials errors and omissions, and incidental malpractice liability;~~

Commented [MP8]: Simplifying this to a basic description rather than listing various types of coverage programs.

- ~~(3) Comprehensive automobile liability;~~
- ~~(4) Hospital malpractice liability;~~
- ~~(5) Property and related programs;~~

~~and may provide any other coverages authorized by the Board of Directors. The Board of Directors shall determine, for each such program, a minimum number of participants required for program implementation and may develop specific program coverages requiring detailed agreements for implementation of the above programs.~~

(b) **Program and PRISM Funding.** The members developing or participating in an ~~insurance~~ program shall fund all costs of that program, including administrative costs, as hereinafter provided. Costs of staffing and supporting PRISM, hereinafter called PRISM general expenses, shall be equitably allocated among the various programs by the Board of Directors, and shall be funded by the members developing or participating in such programs in accordance with such allocations, as hereinafter provided. ~~In addition, the Board of Directors may, in its discretion, allocate a share of such PRISM general expense to those members, which are not developing or participating in any program, and require those counties and public entities to fund such share through a prescribed charge.~~

Commented [MP9]: This allocation is not in use as it was eliminated by the Board over 10 years ago.

(1) **Annual Premium.** Except as provided in (2) below, all post-development costs of an ~~insurance~~ program shall be funded by annual premiums charged to the members participating in the program each policy year, and by interest earnings on the funds so accumulated. Such premiums shall be determined by the ~~Board of Directors~~ Executive Committee or the program's governing committee upon the basis of a cost allocation plan and rating formula ~~developed adopted by PRISM with the assistance of a casualty actuary, risk management consultant, or other qualified person~~ the Executive Committee or the program's governing committee. The premium for each participating member shall include that participant's share of expected program losses including a margin for contingencies as determined by the ~~Board of Directors~~ Executive Committee or program governing committee, program reinsurance costs, and program administrative costs for the year, plus that participant's share of PRISM general expense allocated to the program by the Board of Directors.

(2) **Premium Surcharge Assessments**

(i) ~~if PRISM experiences an unusually large number of losses under a program during a policy year, such that notwithstanding reinsurance coverage for large individual losses, the joint insurance funds for the program may be exhausted before the next annual premiums are due, the~~

~~Board of Directors or the program's governing committee may, upon consultation with a casualty actuary, impose premium surcharges on all participating members; or~~

Commented [MP10]: Deleting this introductory paragraph as unnecessary.

~~(iii)~~ If it is determined by the Board of Directors or the program's governing committee, ~~upon consultation with a casualty actuary,~~ that the ~~joint insurance funds~~ funding for a program ~~are~~ is insufficient to pay losses, fund known estimated losses, and fund estimated losses, which have been incurred but not reported, the Board of Directors or the program's governing committee may ~~impose a surcharge~~ declare an assessment on all participating members of the program.

(iii) ~~Premium surcharges~~ Assessments declared ~~imposed~~ pursuant to (i) ~~and/or (ii)~~ above shall be in an amount which will assure adequate funds for the program to be actuarially sound; provided that the ~~surcharge~~ assessment to any participating member shall not exceed an amount equal to three (3) times the member's annual premium for that year, unless otherwise determined by the Board of Directors or the program's governing committee.

Provided, however, that ~~no if a premium surcharge assessment is~~ in excess of three times the member's annual premium for that year, ~~may be assessed unless,~~ ninety days prior to the Board of Directors or program's governing committee taking action to determine the amount of the ~~surcharge~~ assessment, PRISM ~~will notify~~ notifies the governing body of each participating member, in writing, of its recommendations regarding its intent to ~~assess a premium surcharge~~ declare an assessment and the amount recommended to be assessed each member. ~~PRISM shall, concurrently with the written notification, provide each participating member with a copy of the actuarial study upon which the recommended premium surcharge is based.~~

~~(iii)~~ A member ~~which that~~ is no longer a participating member at the time the ~~premium surcharge is assessed~~ assessment is declared, but ~~which~~ was a participating member during the policy year(s) for which the ~~premium surcharge was assessed~~ assessment is needed, shall be required to pay such its share of the premium surcharges assessment as it would have otherwise been assessed in accordance with the provisions of (i) ~~and~~; (ii) ~~and~~ (iii) above.

(c) **Program Implementation and Effective Date.** Upon establishment of a ~~an~~ insurance program by the Board of Directors or Executive Committee, PRISM shall determine the manner of program implementation and shall

give written notice to all members of such program, which shall include, but not be limited to: program participation levels, coverages and terms of coverage of the program, estimates of first year premium charges, effective date of the program (or estimated effective date) and such other program provisions as deemed appropriate.

- (d) **Late Entry Into Program.** A member which does not elect to enter a ~~an insurance~~ program upon its implementation, pursuant to (c) above, or a county or public entity which becomes a party to this Agreement following implementation of the program, may ~~petition the Board of Directors for late entry into the program~~ make application to apply to the Executive Committee or program's governing committee for entry into the program. ~~Such request may be granted upon a majority vote of the Executive Committee or program committee. Such request may be granted upon a majority vote of the Board of Directors members, plus a majority vote of those board members who represent participants in the program. Alternatively, a county or public entity may petition the Executive Committee for late entry into the program, or a program committee, when authorized by an MOU governing that specific program, may approve late entry into that program. Such request may be granted upon a majority vote of the Executive Committee or program committee. Such application shall be considered for approval by the Executive Committee or program governing committee.~~

- (e) **Reentry Into A Program.** Except as otherwise provided in a Program Memorandum of Understanding, any county or public entity that is a member of an ~~an insurance~~ program of PRISM who withdraws or is cancelled from an ~~an insurance~~ program under Articles 21 and 22, may not reenter such ~~insurance~~ program for a period of three years from the effective date of withdrawal or cancellation.

Commented [MP11]: These changes reflect how the organization currently functions.

**ARTICLE 15
ACCOUNTS AND RECORDS**

- (a) **Annual Budget.** ~~PRISM-The Board of Directors~~ shall annually adopt an operating budget pursuant to Article 8 of this Agreement, which shall include a separate budget for each ~~insurance~~ program under development or adopted and implemented by PRISM.
- (b) **Funds and Accounts.** The ~~Auditor-Chief Financial Officer~~ ("CFO") of PRISM shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board of Directors. Separate accounts shall be established and maintained for each ~~insurance~~ program under development or adopted and implemented by PRISM. Books and records of PRISM ~~in the hands of the Auditor~~ shall be

open to inspection at all reasonable times by authorized representatives of members.

PRISM shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.

- (c) **Auditor's CFO's Report.** The ~~Auditor~~CFO, within one hundred and eighty (180) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each member.
- (d) **Annual Audit.** Pursuant to Government Code Section 6505, PRISM shall either make or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records of PRISM, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with each of the members and also with the county auditor of the county where the home office of PRISM is located and shall be sent to any public agency or person in California that submits a written request to PRISM. The report shall be filed within six months of the end of the fiscal year or years under examination. Costs of the audit shall be considered a general expense of PRISM.

ARTICLE 16 RESPONSIBILITIES FOR FUNDS AND PROPERTY

- (a) The Treasurer shall have the custody of and disburse PRISM's funds. He or she may delegate disbursing authority to such persons as may be authorized by the ~~Board of Directors~~Executive Committee to perform that function, subject to the requirements of (b) below.
- (b) Pursuant to Government Code Section 6505.6, the Treasurer shall:
 - (1) Receive and acknowledge receipt for all funds of PRISM and place them in the treasury of the Treasurer to the credit of PRISM.
 - (2) Be responsible upon his or her official bond for the safekeeping and disbursements of all PRISM funds so held by him or her.
 - (3) Pay any sums due from PRISM, as approved for payment by the ~~Board of Directors~~Executive Committee or by any body or person to whom the ~~Board of Directors~~Executive Committee has delegated approval authority, making such payments from PRISM funds upon warrants drawn by the ~~Auditor~~CFO.
- (c) Pursuant to Government Code Section 6505.1, the Chief Executive Officer, the Treasurer, and such other persons as the ~~Board of Directors~~Executive Committee may designate shall have charge of, handle, and have access to the property of PRISM.

- (d) PRISM shall secure and pay for a fidelity bond or bonds or crime insurance, in an amount or amounts and in the form specified by the ~~Board of Directors~~ Executive Committee, covering all officers and staff of PRISM, and all officers and staff who are authorized to have charge of, handle, and have access to property of PRISM.

ARTICLE 17 RESPONSIBILITIES OF MEMBERS

Members shall have the following responsibilities under this Agreement.

- (a) The board of supervisors of each ~~M~~member ~~C~~county shall appoint a representative and one alternate representative to the Board of Directors, pursuant to Article 7. The Board of Supervisors may appoint by individual or by position.
- (b) Each member shall appoint an officer or employee of the member to be responsible for the risk management function for that member and to serve as a liaison between the member and PRISM for all matters relating to risk management.
- (c) Each member shall maintain an active risk prevention and control program, and shall consider and act upon all recommendations of PRISM concerning the reduction of unsafe practices.
- (d) Each member shall maintain its own claims and loss records in each category of liability covered by an ~~insurance~~ program of PRISM in which the member is a participant, and shall provide copies of such records to PRISM as directed by the ~~Board of Directors or Executive Committee or program governing committee, or to such other committee as directed by the Board of Directors or Executive Committee.~~
- (e) Each member shall pay premiums and ~~premium surcharges~~ assessments due to PRISM as required under Article 14. Penalties for late payment of such premiums and/or ~~premium surcharges~~ assessments shall be as determined ~~and assessed by the Board of Directors~~ the Executive Committee. After withdrawal, cancellation, or termination action under Articles 20, 21, or 23, each member or former member shall pay promptly to PRISM any additional premiums due, as determined and assessed by the ~~Board of Directors~~ Executive Committee or other Program governing committee under Articles 22 or 23. Any costs incurred by PRISM associated with the collection of such premiums or other charges, shall be recoverable by PRISM.
- (f) Each member shall provide PRISM such other information or assistance as may be necessary for PRISM to develop and implement ~~insurance~~ programs under this Agreement.

- (g) Each member shall cooperate with and assist PRISM, and any insurer or reinsurer of PRISM, in all matters relating to this Agreement, and shall comply with all Bylaws, and other rules adopted by the Board of Directors, Executive Committee or program governing committee.
- (h) Each member shall have such other responsibilities as are provided elsewhere in this Agreement, and as are established by the Board of Directors, Executive Committee or program governing committee in order to carry out the purposes of this Agreement.

ARTICLE 18 ADMINISTRATION OF CLAIMS

- (a) Subject to subparagraph (e), each member shall be responsible for the investigation, settlement or defense, and appeal of any claim made, suit brought, or proceeding instituted against the member arising out of a loss.
- (b) PRISM may develop standards for the administration of claims for each ~~insurance~~ program of PRISM so as to allow PRISM to oversee the permit oversight of the administration of claims by the members.
- (c) Each participating member shall give PRISM timely written notice of claims in accordance with the provisions of the Bylaws and the applicable program Memorandum of Coverage.
- (d) A member shall not enter into any settlement involving liability of PRISM without the advance written consent of PRISM.
- (e) PRISM, at its own election and expense, shall have the right to participate with a member in the settlement, defense, or appeal of any claim, suit or proceeding, which, in the judgment of PRISM, may involve liability of PRISM.

ARTICLE 19 NEW MEMBERS

Any California county or public entity may become a party to this Agreement and participate in any insurance program in which it is not presently participating upon approval ~~of by the Board of Directors, by a majority vote of the members, or by majority vote of the~~ Executive Committee.

Commented [MP12]: This change reflects how the organization has operated for many years.

ARTICLE 20 WITHDRAWAL

- (a) A member may withdraw as a party to this Agreement upon thirty (30) days advance written notice to PRISM if it has never become a participant in any ~~insurance~~ program pursuant to Article 14, or if it has previously withdrawn from all ~~insurance~~ programs in which it was a participant.

- (b) After becoming a participant in an ~~insurance~~ program, a member may withdraw from that program only at the end of a policy year for the program, and only if it gives PRISM at least sixty (60) days advance written notice of such action unless otherwise specified in a program Memorandum of Understanding.

Commented [MP13]: Language is necessary to accommodate the lengthier period of notice that is required in the PRISMHealth Program.

ARTICLE 21 CANCELLATION

- (a) Notwithstanding the provisions of Article 20, ~~the Board of Directors may:~~
- (1) The Board of Directors may, on a two-thirds vote, cCancel any member from this Agreement and membership in PRISM, ~~on a majority vote of the Board of Directors.~~ Such action shall have the effect of canceling the member's participation in all ~~insurance~~ programs of PRISM as of the date that all membership is canceled.
 - (2) A program governing committee may cCancel any member's participation in an ~~insurance~~ program of PRISM, without canceling the member's membership in PRISM or participation in other programs, on a vote of two-thirds of the program governing committee~~Board of Directors members present and voting who represent participants in the program.~~
- ~~The Board of Directors~~PRISM shall give sixty (60) days advance written notice of the effective date of any cancellation under the foregoing provisions. Upon such effective date, the member shall be treated the same as if it had voluntarily withdrawn from this Agreement, or from the ~~insurance~~-program, as the case may be.
- (b) Except as otherwise provided in a program Memorandum of Understanding, a member that does not enter one or more of the ~~insurance~~-programs developed and implemented by PRISM within the member's first year as a member of PRISM shall be considered to have withdrawn as a party to this Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.
- (c) A member which withdraws from all ~~insurance~~-programs of PRISM in which it was a participant and does not enter any program for a period of six (6) months thereafter shall be considered to have withdrawn as a party to the Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.

ARTICLE 22
EFFECT OF WITHDRAWAL OR CANCELLATION

- (a) If a member's participation in a ~~an insurance~~ program of PRISM is canceled under Article 21, with or without cancellation of membership in PRISM, and such cancellation is effective before the end of the policy year for that program, PRISM shall promptly determine and return to that member the amount of any unearned premium payment from the member for the policy year, such amount to be computed on a pro-rata basis from the effective date of cancellation.
- (b) Except as provided in (a) above or as otherwise provided in a program Memorandum of Understanding, a member which withdraws or is canceled from this Agreement and membership in PRISM, or from any program of PRISM, shall not be entitled to the return of any premium or other payment to PRISM, or of any property contributed to PRISM. However, in the event of termination of this Agreement, such member may share in the distribution of assets of PRISM to the extent provided in Article 23 provided; however, that any withdrawn or canceled member, which has ~~been assessed a premium surcharge~~ paid an assessment pursuant to Article 14 (b) (3) (ii) shall be entitled to return of said member's unused ~~surcharge~~ assessment, plus interest accrued thereon, at such time as the Board of Directors or program governing committee declares that a surplus exists in any ~~insurance fund~~ program for which ~~an assessment was made~~ premium surcharge was assessed.
- (c) Except as provided in (d) below, a member shall pay any premium charges, which the Board of Directors or program governing committee determines are due from the member for losses and costs incurred during the entire coverage year in which the member was a participant in such program regardless of the date of entry into such program. Such charges may include any deficiency in a premium previously paid by the member, as determined by audit under Article 14 (b) (2); any ~~premium surcharge assessed~~ assessment declared and attributed to the member under Article 14 (b) (3); and any additional amount of premium, which the ~~Board of Directors~~ Executive Committee determines to be due from the member upon final disposition of all claims arising from losses under the program during the entire coverage year in which the member was a participant regardless of date of entry into such program. Any such premium charges shall be payable by the member in accordance with PRISM's invoice and payment policy.
- (d) Those members that have withdrawn or been canceled pursuant to Articles 20 and 21 from any program of PRISM during a coverage year shall pay any premium charges which the Board of Directors or Executive Committee determines are due from the members for losses and costs which were incurred during the member's participation in any program.

~~(d)~~ (e)

**ARTICLE 23
TERMINATION AND DISTRIBUTION OF ASSETS**

- (a) A three-fourths vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from the member public entities, is required to terminate this Agreement; provided; however, that this Agreement and PRISM shall continue to exist after such election for the purpose of disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of PRISM.
- (b) Upon termination of this Agreement, all assets of PRISM in each ~~insurance~~ program shall be distributed among those members ~~which that~~ participated in that program in proportion to their ~~cash—premium~~ contributions, ~~including premiums paid and property contributed (at market value when contributed)~~. The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending claim or other liability covered by the program.
- (c) Following termination of this Agreement, any member ~~which that~~ was a participant in an ~~insurance~~ program of PRISM shall pay any additional amount of premium, determined by the Board of Directors in accordance with a loss allocation formula, which may be necessary to enable final disposition of all claims arising from losses under that program during the entire coverage year in which the member was a participant regardless of the date of entry into such program.

**ARTICLE 24
LIABILITY OF BOARD OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS
AND LEGAL ADVISORS**

The members of the Board of Directors, Officers, committee members and legal advisors to any Board of Directors or committees of PRISM shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of PRISM funds, or failure to invest.

No Director, Officer, committee member, or legal advisor to any Board of Directors or committee shall be responsible for any action taken or omitted by any other Director, Officer, committee member, or legal advisor to any committee. No Director, Officer, committee member or legal advisor to any committee shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this Agreement.

The funds of PRISM shall be used to defend, indemnify and hold harmless PRISM and any Director, Officer, committee member or legal advisor to any committee for their actions taken within the scope of the authority of PRISM. Nothing herein shall limit the right of PRISM to purchase insurance or reinsurance to provide such coverage, as is hereinabove set forth.

ARTICLE 25 BYLAWS

The Board of Directors may adopt Bylaws consistent with this Agreement, which shall provide for the administration and management of PRISM.

ARTICLE 26 NOTICES

PRISM shall address notices, billings and other communications to a member as directed by the member. Each member shall provide PRISM with the email address to which communications are to be sent. Members shall address notices and other communications to PRISM to the Chief Executive Officer of PRISM, at the office address of PRISM or via email, as set forth in the Bylaws.

ARTICLE 27 AMENDMENT

A two-thirds vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from member public entities, ~~is~~ required to amend this Agreement. However, the Executive Committee is authorized to make non-substantive, clerical amendments to the Agreement and does not need to obtain approval from the Board of Directors or total voting membership to make such amendments.

ARTICLE 28 EFFECTIVE DATE OF AMENDMENTS

Any amendment of this Agreement shall become effective upon the date specified by the Board of Directors and upon approval of any Amended Agreement as required in Article 27. Approval of any amendment by the voting boards of supervisors and public entity board members must take place no later than 30 days from the effective date specified by the Board of Directors.

ARTICLE 29 PROHIBITION AGAINST ASSIGNMENT

No member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any member shall have any right, claim or title to any part, share, interest, fund, premium or asset of PRISM.

**ARTICLE 30
AGREEMENT COMPLETE**

This Agreement constitutes the full and complete Agreement of the parties.

**ARTICLE 31
DISPUTE RESOLUTION**

When a dispute arises between PRISM and a member, the following procedures are to be followed:

- (a) Request for Reconsideration. The member will make a written request to PRISM for the appropriate Committee to reconsider their position, citing the arguments in favor of the member and any applicable case law that applies. The member can also request a personal presentation to that Committee, if it so desires.
- (b) Committee Appeal. The committee responsible for the program or having jurisdiction over the decision in question will review the matter and reconsider PRISM's position. This committee appeal process is an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the member requesting reconsideration is represented on the committee having jurisdiction, that committee member shall be deemed to have a conflict and shall be excluded from any vote.
- (c) Executive Committee Appeal. If the member is not satisfied with the outcome of the committee appeal, the matter will be brought to the Executive Committee for reconsideration upon request of the member. If the member requesting reconsideration is represented on the Executive Committee, that Executive Committee member shall be deemed to have a conflict and shall be excluded from any vote.
- (d) Arbitration. If the member is not satisfied with the outcome of the Executive Committee appeal, the next step in the appeal process is arbitration. The arbitration, whether binding or non-binding, is to be mutually agreed upon by the parties. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for a determination. If Binding Arbitration is selected, then the decision of the arbitrator is final. Both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved member and PRISM.
- (e) Litigation. If, after following the dispute resolution procedure paragraphs a-d, either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as a possible remedy to the dispute.

ARTICLE 32

JPA, PRISM

Amended: ~~June 30, 2020~~ June 30, 2026 ~~_____~~, 2025

FILING WITH SECRETARY OF STATE

The Chief Executive Officer of PRISM shall file a notice of this Agreement with the office of California Secretary of State within 30 days of its effective date, as required by Government Code Section 6503.5 and within 70 days of its effective date as required by Government Code Section 53051.

JPA, PRISM

Amended: ~~June 30, 2020~~ June 30, 2026 ~~_____~~, ~~2025~~

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

DATE: _____

MEMBER: _____
(Print Name of Member)

BY: _____
(Authorized signature of Member)

Seal:

otherwise asset into immediate public service.

Pursuant to California Government Code section 25372(a) and section 1.12.10 of the Solano County Purchasing Manual, the Board may donate surplus personal property to another public agency when appropriate. While this action is not intended to establish a precedent for gifting equipment, it is recommended that the Board approve the donation and transfer of the medical refrigerator to the Vacaville Fire Protection District. Supporting documentation is included in Attachments A - D.

FINANCIAL IMPACT:

The estimated fair market value of the refrigerator is approximately \$3,334 based on comparable listings and market analysis. While the sale of surplus equipment would typically offset General Fund expenditures, prior auction attempts have not resulted in a successful sale.

Donation of the equipment allows the County to avoid continued administrative costs associated with relisting and storage, while providing a direct public benefit. The Vacaville Fire Protection District will coordinate pickup and transport of the equipment, resulting in no additional cost to the County.

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

ALTERNATIVES:

The Board could elect to continue attempting to sell the refrigerator through the surplus auction process. However, this alternative is not recommended due to limited market interest and the immediate operational need identified by the Vacaville Fire Protection District.

OTHER AGENCY INVOLVEMENT:

The Vacaville Fire Protection District submitted a formal request for the equipment. The Department of General Services coordinated review of the surplus status and donation process.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



VACAVILLE FIRE PROTECTION DISTRICT

1420 Vine St. Vacaville, CA 95688 | (707) 447-2252

Attachment A

February 10, 2026

Dear Linda Cheesman,

On behalf of the Vacaville Fire Protection District, I am requesting consideration of a donation of a commercial refrigerator from Solano County surplus.

Our district has an operational need for a reliable commercial-grade refrigerator to properly store temperature-sensitive items, including rehabilitation supplies, and personnel provisions necessary to support emergency response operations and extended incidents. Our current refrigeration capacity is limited and not designed for consistent commercial or emergency-service use, which creates operational challenges and potential compliance concerns for temperature-controlled storage.

Acquiring a surplus unit would:

- Improve safe storage of rehab supplies
- Support firefighter health and safety during incidents
- Reduce the need for new capital expenditures
- Ensure better compliance with recommended storage standards

If a suitable unit is available, we would be prepared to coordinate pickup and placement into service.

We appreciate the County's continued support of Fire District's operations and your consideration of this request. Please let me know if any additional documentation or board authorization is required.

Respectfully,

A handwritten signature in blue ink, appearing to read "Alf Abruzzini".

Alfred Abruzzini
Interim Fire Chief
Montezuma, Suisun, Vacaville
Fire Protection Districts
Alabruzzo@solanocounty.gov
707-333-4567

ANTHONY L. TAVE, P.E.
Director General Services
ALTave@SolanoCounty.gov
(707) 784-7902

DEPARTMENT OF GENERAL SERVICES
Support Services Division

LINDA M. CHEESMAN
Office Supervisor
LMCheesman@solanocounty.com
(707) 784-3091

DUSTIN D. LENO, MBA, A.A.E.
Assistant Director
DDLeno@solanocounty.com
(707) 784-2781



675 Texas Street, Suite 2500
Fairfield, CA 94533-6342
www.solanocounty.com

TO: Anthony Greve, General Services Director
FROM: Linda Cheesman, Office Supervisor Mail & Surplus Services
DATE: February 17, 2026
SUBJECT: Authorization Request – Donation of Surplus Medical Refrigerator

Mr. Tave,

The General Services Department Surplus Bureau requests authorization to donate and transfer a Summit ARS49ML Accucold 49 Cu. Ft. Medical Refrigerator, previously declared surplus County personal property, to the Vacaville Fire Protection District. The unit has not sold through the surplus auction process and has an estimated fair market value of approximately \$4,855. The Fire District has identified an operational need for a commercial-grade refrigerator to support emergency response operations and has submitted a formal request. Donation is authorized pursuant to California Government Code §25372(a) and Section 1.12.10 of the Solano County Purchasing Manual. The District will coordinate pickup at no cost to the County. Approval is requested to proceed with a Board agenda item authorizing the donation and transfer.

Any questions regarding this donation should be directed to Linda Cheesman, Officer Supervisor of Surplus Bureau (707) 784-7719.

Sincerely,

Linda Cheesman
Office Supervisor

Cc: Juliene Alexandre

PRICE COMPARISON - FAIR MARKET VALUE
Summit ARS49ML Accucold 49 CU Ft Medical Refrigerator

Website:	E-Bay	Surplus Solutions	LabX
Listing \$	\$ 2,999.99	\$ 2,000.00	\$ 4,462.50
Listing \$	\$ 2,099.00	\$ 3,500.00	\$ 4,942.00
Total:	\$ 5,098.99	\$ 5,500.00	\$ 9,404.50
Average:	\$ 2,549.50	\$ 2,750.00	\$ 4,702.25

Fair Market Value: \$ 3,333.92

[Summit ARS49ML Accucold 49CU FT Medical Refrigerator Stainless Steel | eBay](#)
[ICECASA 2-Door Commercial Refrigerator, 49 Cu.ft | eBay](#)

[Avantco Double Door Reach In Refrigerator Surplus Solutions](#)
[ThermoTSX Series Double Door Refrigerator Surplus Solutions](#)

[Accucold 49 Cu.Ft. Double Door Upright Pharmacy Refrigerator # ARS49ML LabX](#)
[Accucold 49 Cu.Ft. Solid Double Door Upright Pharmacy Freezer # AFS49ML LabX](#)

Summit Accucold Commercial Refrigerator MODEL: ARS49ML – Specifications

49 cu. ft. two-door single section all-refrigerator with an adjustable control range from +2 to +10°C. The microprocessor temperature controller features a large digital LED display viewable in Celsius or Fahrenheit, making it easy for staff to manage and monitor the temperature. The unit is equipped with an air sensor for rapid control response and a product sensor for a more accurate reading of the interior, including a display of the min/max temperature in 15-minute increments. The audible and visual temperature alarm sounds if the unit rises or falls above a user-set range. Additional alarms include a power failure alert, door open alarm, and a condenser cleaning reminder.

The ARS49ML features a durable stainless-steel cabinet and interior, with a sealed back for easier cleanup. Includes a set of casters (2 locking) for optional installation. A factory-installed lock offers added security. Magnetic door gaskets ensure a strong seal. The two doors are self-closing to help protect contents but will remain open at 90° for easier loading. Includes 8 adjustable shelves and pegs.

- **UNIT HAS BEEN POWERED ON AND GETS COLD.**
- **UNIT NEEDS DEEP CLEANING.**

Refrigerator Measurements:

Height of Cabinet 83.75" (213 cm) Width 55.25" (140 cm) Depth 31.0" (79 cm) Depth with Handle 32.75" (83 cm) Depth with door at 90° 56.5" (144 cm) Capacity 49.0 cu. ft. (1388 L) Defrost Type Automatic Door Stainless Steel Cabinet Stainless Steel US Electrical Safety UL	Interior Height 51.5" (131 cm) Interior Width 50.5" (128 cm) Interior Depth 27.0" (69 cm) Shipping Weight 430.0 lbs. (195 kg)	Amps 7.5 Voltage/Frequency 115 V AC/60 Hz Weight 410.0 lbs. (186 kg)
--	--	---

Refrigerator Features:

Door Swing: French Door Locks: Yes Keys Included: No Shelf Type: Wire Shelf: Qty 8 Adjustable Shelves: Yes Rolling Casters: Qty 4 Thermostat Type: Digital Fan Type: Interior	Refrigerant Type: R290a Refrigerant Amount: 3.2oz. High Side: PSI 290.0 Low Side: PSI 155.0 Interior Light: Yes Temperature Range: 2 to 10°C
--	---



Solano County

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

Agenda Submittal

Agenda #:	14	Status:	Approved
Type:	Contract	Department:	First 5 Solano
File #:	26-233	Contact:	Denise Winters, 784-1335
Agenda date:	04/07/2026	Final Action:	04/07/2026

Title: Approve of a Memorandum of Understanding (MOU) between the City of Fairfield and the County of Solano, on behalf of First 5 Solano, to formalize the long-term use and operational responsibilities of the Robbieburr Berger Community Center, which will serve as the Fairfield First 5 Center; and Authorize the County Administrator, with County Counsel concurrence, to execute the MOU and subsequent amendments with no fiscal impact

Governing body: Board of Supervisors

District: All

Attachments: A - City of Fairfield MOU

Date:	Ver.	Action By:	Action:	Result:
04/07/2026	1	Board of Supervisors	Approved	

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

DEPARTMENTAL RECOMMENDATION:

First 5 Solano Children and Families Commission recommends that the Board of Supervisors:

1. Approve of a Memorandum of Understanding (MOU) between the City of Fairfield and the County of Solano, on behalf of First 5 Solano, to formalize the long-term use and operational responsibilities of the Robbieburr Berger Community Center, which will serve as the Fairfield First 5 Center; and
2. Authorize the County Administrator, with County Counsel concurrence, to execute the MOU and subsequent amendments with no fiscal impact.

SUMMARY:

The Fairfield First 5 Center is part of First 5 Solano's broader First 5 Center model, which establishes community-based hubs that provide prevention-focused services for children ages 0-5 and their families. These centers serve as accessible entry points where families can connect to parenting education, early learning opportunities, developmental screenings, health resources, and other supports designed to strengthen family stability and improve outcomes for young children.

The Fairfield First 5 Center builds upon the success of the Vallejo First 5 Center, which has served thousands of families since its establishment in 2020 and has demonstrated the value of co-locating early childhood services in community-based facilities.

In 2022, the Board of Supervisors approved an agreement between First 5 Solano and the City of Fairfield to establish partnership to incorporate the Fairfield First 5 Center within the new recreation complex (Legistar item 22-561). First 5 Solano committed \$2,000,000 in State-allocated funding toward the design and construction of the community center building that would house the First 5 Center. The facility, now known as the Robbieburr Berger Community Center, is part of the City's larger recreation complex that includes sports fields, open spaces, and an inclusive playground designed to serve families throughout the surrounding community.

The MOU presented today formalizes the long-term operational partnership between the City of Fairfield and First 5 Solano and establishes the roles and responsibilities necessary for the Fairfield First 5 Center to operate within the community center facility. The City of Fairfield is also considering approval of the MOU at their City Council meeting on April 7, 2026.

FINANCIAL IMPACT:

First 5 Solano contributed \$2,000,000 in State-allocated funding from First 5 California toward the design and construction of the Robbieburr Berger Community Center as part of the North Texas Recreation Facility project in exchange for long-term use of the Center.

Funding to support the operations and programming of the Fairfield First 5 Center has been incorporated into the Commission's Strategic Plan and Program Investment Plan, which guide First 5 Solano's investments in early childhood services and system coordination across the county.

DISCUSSION:

First 5 Solano Children and Families Commission was established pursuant to Proposition 10, approved by California voters in 1998, which created a dedicated funding stream from tobacco tax revenues to support programs that improve the health, development, and well-being of children from birth to age five.

As part of its strategic approach to strengthening the early childhood system of care in Solano County, First 5 Solano has developed the First 5 Center model, which establishes community-based hubs where families can access coordinated early childhood services in one location. These centers provide prevention-focused services such as parenting education, early learning activities, developmental screenings, and connections to health and family support resources.

The Vallejo First 5 Center, which has operated since 2020, has demonstrated the effectiveness of this model by providing a centralized location where families can access services and supports designed to promote healthy child development and family stability. Building on the success of the Vallejo Center, First 5 Solano pursued the development of a second center in Fairfield to expand services and improve access for families living in other parts of Solano County.

In July 2021, First 5 Solano received notification that \$2 million was allocated in the California State Budget to support the development of a First 5 Center in Fairfield. First 5 Solano initiated a site selection effort for the Fairfield First 5 Center, focusing on identifying locations within areas experiencing high levels of need for early childhood services. Following discussions with the City of Fairfield, the City proposed incorporating the Center into its planned North Texas Recreation Facility, located at the corner of North Texas Street and East Tabor Avenue. The facility includes the Robbieburr Berger Community Center, sports fields, open space, and recreational amenities designed to serve families in the surrounding neighborhood.

Locating the Fairfield First 5 Center within the North Texas Recreation Facility provides an accessible and family-centered environment that aligns with the goals of the First 5 Center model and encourages families to engage with services in a welcoming community setting. The facility will function as a community hub for early childhood services and family engagement activities. The Fairfield First 5 Center is expected to open summer 2026.

The proposed MOU establishes the framework for the operational partnership between First 5 Solano and the City of Fairfield and outlines responsibilities related to facility use, maintenance, and program operations. Key provisions of the agreement include:

- An initial 13-year term for the use of the facility.
- First 5 Solano's grantee serving as the primary occupant and program operator for early childhood programming within the community center space.
- The City of Fairfield maintaining ownership of the facility and responsibility for building maintenance and park operations.
- Coordination between the City and First 5 Solano regarding community access and scheduling of the facility.
- Standard provisions related to insurance, indemnification, dispute resolution, and termination with notice.
- Financial protection provisions related to First 5 Solano's capital contribution should the agreement be terminated without cause.

Early childhood is a critical period of development that shapes lifelong health, learning, and economic outcomes. By providing families with access to parenting education, early learning opportunities, and connections to health and developmental services during the earliest years of a child's life, the Fairfield First 5 Center supports school readiness, strengthens family stability, and promotes healthy child development. These prevention-focused investments help address challenges early, reducing the likelihood that families will require more intensive and costly interventions later through systems such as child welfare, behavioral health, and special education. In this way, the Fairfield First 5 Center represents an important community investment that supports Solano County's long-term goal of improving outcomes for children and families while strengthening the overall well-being of the community.

ALTERNATIVES:

The Board may choose not to approve the Memorandum of Understanding between the County of Solano, on behalf of First 5 Solano, and the City of Fairfield for the use and operation of the Robbieburr Berger Community Center. This option is not recommended, as approval of the MOU formalizes a long-term partnership that enables the delivery of early childhood education, family support services, and community-based programming for children ages 0-5 and their families and ensures clear roles and responsibilities for the operation and maintenance of the facility.

OTHER AGENCY INVOLVEMENT:

This MOU was edited and approved by Solano County Counsel. The City of Fairfield is considering approval of the MOU at their City Council meeting on April 7, 2026.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF FAIRFIELD AND THE
COUNTY OF SOLANO ON BEHALF OF THE
FIRST 5 SOLANO CHILDREN AND FAMILIES COMMISSION**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the City of Fairfield, a California Municipal Corporation (the “City”) and the County of Solano, a political subdivision of the State of California, on behalf of the First 5 Solano Children and Families Commission, (“First 5”) and is effective on the date it is fully executed (“Effective Date”). The City and First 5 are referred to below collectively as the “Parties” and individually as a “Party.” This MOU consists of this document and the following Exhibit A (“Insurance Requirements”) and Exhibit B “Primary Facility Map”), which are hereby incorporated into this Agreement. In consideration of the mutual covenants and agreements contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Purpose

This MOU sets forth the terms and understanding between the City and First 5 regarding the use and maintenance of the newly constructed Robbieburr Berger Community Center located at 2030 N. Texas Street, Fairfield, California (the “Center”).

II. Recitals

- a. In mid-2022, the City and First 5 entered into a Memorandum of Understanding for the establishment of a First 5 Center.
- b. First 5 has given the City of Fairfield \$2,000,000 towards the design and construction of the Center.
- c. The City of Fairfield will own the building and First 5 will have a long-term use of the building for no less than 13 years.
- d. First 5 funds programs and services that advance opportunities for Solano County’s youngest children, 0-5 years, and their families and strengthens early childhood systems to support future generations.
- e. The City and First 5 acknowledge the need and demand for such services and recognize the value of partnering together to improve and strengthen families and the impact on quality of life for Fairfield residents and the community.
- f. The City desires to partner with First 5 to serve as the resource for early learning, family support and community engagement with Fairfield residents.

- g. The City further acknowledges that First 5 utilizes contract services providers for these programs and purposes.

III. Use of Center

Upon occupancy, First 5 will have primary use of the Center and adjacent fenced outdoor play area for First 5 programming, as depicted in the Primary Facility map attached to and incorporated into this MOU as Exhibit B. Such programming will be determined at the sole discretion of First 5. First 5 will assume certain financial responsibilities for the operation and maintenance of the Center and adjacent fenced outdoor play area as detailed below. The Parties' maintenance obligations shall include, but are not limited to, the following:

a. Parties Maintenance Obligations

i. Utilities

First 5 will be responsible for water, electricity, phone, internet and trash. First 5 will be listed as the occupant with the City for water/sewer service, PG&E for electricity, and Republic Service for trash service and will be responsible for all payments. First 5 must obtain, maintain, and pay for telephonic and internet services.

ii. Maintenance

First 5 will hire, maintain, and pay for competent and qualified custodial and/or maintenance personnel to provide commensurate services with and required to meet operational needs. This includes general cleaning of interior restrooms, offices, floors, windows, furniture, and patio area. This also includes general minor repairs and plumbing under \$5,000, including clogged toilets and drains, leaky faucets/fixtures/hose bibs, interior light bulb replacement, touch-up painting.

iii. Maintenance of Exterior Public Restroom

City will have sole responsibility for maintaining the exterior public restroom fixed within the building confines that has outdoor access only.

iv. Building Systems and Warranty Items

City will be responsible for maintaining building systems and warranty items related to the structure and grounds. This includes the building envelope, structural components, mechanical, electrical, plumbing, HVAC quarterly maintenance, annual Fire Suppression testing, irrigation, playground inspection, public CTV security cameras and life and safety code required systems. Graffiti and/or facility damages or vandalism created by the general public shall be reported to City and City will manage repair.

v. Landscape

City will have sole responsibility of maintaining vegetation and landscape surrounding the facility. However, the water service cost for irrigation of the landscape directly surrounding the building is metered with the building, and that cost will be borne by First 5.

vi. Parking Lot

First 5 will have access to the public parking lot for staff and program participant parking needs on a first-come, first served basis. The City is unable to guarantee the number of spaces available, as both Parties acknowledge the parking lot also serves general park and park rental uses.

City will have sole responsibility of maintaining parking lot, landscaping, and lighting.

vii. Trash

First 5 will have access to the outdoor trash bin enclosure located in the parking lot to dispose of operational trash.

City shall coordinate with First 5 regarding scheduling access to conduct any maintenance services.

IV. Point of Contact

City has designated Ryan Olsen as primary contact for Center maintenance related communication, request for repair, notification of vandalism, etc. The City's Park and Recreation Director may change the primary contact person by notifying First 5 in writing.

(707) 428-7726 (Office) (707) 716-6080 (Cell)
Rolsen@fairfield.ca.gov

First 5 has designated Denise Winters as primary contact for Center use related communications, request for access for maintenance services, etc.

(707) 784-1335 (Cell) (707) 784-1332 (Office)
dswinters@solanocounty.gov

V. Terms

- a. This MOU shall commence upon the Effective Date and shall remain in full force and effect, for thirteen (13) years and concurrently to the end of the City Fiscal Year, June 30th, unless earlier terminated by the Parties as provided in Subsection 2. This MOU shall automatically renew each Fiscal Year starting July 1, for a period of one-year, unless either party notifies the other, in writing, of intent to terminate.
- b. Either party may terminate this MOU at any time with 90 days' written notice of intent to terminate. Should the City of Fairfield initiate the termination of the MOU prior to 13 years of occupancy, without cause, the City shall reimburse First 5 \$150,000 per year for each full year of missed occupancy.

VI. Indemnity

- a. First 5 shall be responsible for and shall defend and hold harmless and indemnify the City and its elected and appointed officials, employees and agents from all costs and claims for damages whatsoever by any third party relating to or resulting from the actions of First 5 arising out of or in connection with the services, work, operation or activities of First 5, its agents, employees and officials, in relation to the rendition of services pursuant to this MOU. First 5 shall also ensure any contractors or subcontractors are insured under First 5's minimum insurance

requirements.

- b. The City shall be responsible for and shall defend and hold harmless and indemnify First 5, and its elected and appointed officials, employees and agents from all costs and claims for damages whatsoever by any third party relating to or resulting from the actions of the City arising out of or in connection with the services, work, operation or activities of the City, its agents, employees and officials, in relation to the rendition of services pursuant to this MOU.

VII. Default

- a. If either party defaults in its performance of any obligations herein, the parties shall promptly notify each other in writing. If either party fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and either party fails to commence to cure the default within 30 days after notification, then the failure of either party shall constitute cause for termination of this MOU.
- b. If either party fails to cure default within the specified period of time, the non-defaulting party may elect to cure the default, and any expense incurred shall be payable by the defaulting party. The MOU may be terminated at the non-defaulting party's sole discretion.
- c. If a party is served with a notice of default and that party fails to cure the default, the defaulting party waives any further notice of termination of this MOU.
- d. If this MOU is terminated because of a party's default, the non-defaulting party shall be entitled to recover from the defaulting party all damages allowed by law.

VIII. Dispute Resolution. If the parties fail to mutually agree on any matters under this MOU or if either party believes the other has failed to satisfactorily perform or is otherwise in breach of this MOU, the parties shall submit the matter for resolution in accordance with the following procedures:

1. If there is a disagreement, dispute or alleged breach arising out of or in connection with this MOU, the disputing party shall first provide a written statement to the other describing the general nature of the claim.

2. The statement must indicate that it is the first statement of a formal dispute resolution process.
3. The statement need not be complete and does not limit the claim(s) of either party in any further action or procedure.
4. Within ten business days of the receipt of the statement, the parties shall meet and confer in good faith to either: (1) Resolve the matter and set forth such resolution in writing; or, (2) Define the dispute in writing including a description of each party's position, proposed resolution(s) and projects or tasks that would be affected.
5. If the parties fail to resolve the matter, within ten business days of such failure to agree, at least one representative from each party shall meet and confer in good faith with County Counsel and/or County Administrator, or their designee(s), to attempt to further resolve the matter. The description of the dispute as written by the respective parties shall serve as the basis for further attempts at resolution.
6. A resolution of the matter shall be memorialized in writing and incorporated into this MOU.

IX. Notice

Whenever notice or other communication between the parties is required by this MOU, it shall be in writing and deemed effectively given upon the earlier of (i) actual receipt of personal delivery to the Party to be notified; (ii) when sent, if by electronic mail during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (iii) five (5) calendar days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt, and addressed as follows:

City of Fairfield

Kristina Kaunzinger
 Parks & Recreation Director
 1000 Webster Street
 Fairfield, CA 94533
 Phone: 707-428-7470
 Email: kkaunzinger@fairfield.ca.gov

First 5 Solano Children and Families
 Commission (First 5)

Michele Harris
 Executive Director
 3375 Sonoma Blvd, Ste. 30
 Vallejo, CA 94590
 Email: mdharris@solanocounty.gov

A Party may change the address and email address to which notices shall be sent by giving notice of the change as provided herein.

X. Miscellaneous Provisions

a. Entire Agreement

This document is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the agreement.

b. Counterparts

This MOU may be executed in counterparts, all of which shall constitute the agreement between the parties.

c. Waiver

The failure of either Party to insist upon strict performance of any of the terms of this MOU in any one or more instances shall not be construed as a waiver or a relinquishment of any such terms or conditions, and all of the same shall be in full force and effect.

d. Successors

This MOU shall bind and inure to the benefit of all successors and assigns of the Parties and any associates in interest, and their respective directors, officers, agents, servants, and employees.

e. Warranty of Legal Authority

Each Party warrants and covenants that it has the legal authority to enter into this MOU and to perform the acts required of it hereunder.

f. Amendments to MOU

This MOU may only be amended by approval in writing of each of the Parties to this MOU.

g. Applicable Law

This MOU will be construed and interpreted under, and governed and enforced according to, the laws of the State of California. Jurisdiction shall be the Superior Court of the County of Solano, or the U.S. District Court of Northern California.

h. Severability

If any part, term, or provision of this MOU is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if this MOU did not contain the particular part, term, or provision held to be invalid.

IN WITNESS WHEREOF, the parties, hereto, acting by and their duly authorized representatives, have executed this MOU as of the _____ day of _____, 2026.

County of Solano

By: _____
Ian Goldberg, County Administrator

Date: _____

Department Representative

By: *Michele Harris*
Michele Harris (Mar 30, 2026 15:51:10 PDT)
Michele Harris, Executive Director
First 5 Solano

Date: 03/30/2026

Approved as to Form:

By: *Kelly Welsh*
Kelly Welsh (Mar 31, 2026 08:25:29 PDT)
Kelly Welsh, County Counsel

Date: 03/31/2026

City of Fairfield

By: _____
David Gassaway, City Manager

Date: _____

Approved as to Form:

By: _____
David Lim, City Attorney

Date: _____

EXHIBIT "A"

INSURANCE REQUIREMENTS

First 5 shall procure and maintain for the duration of the contract coverage against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the First 5, its agents, representatives, or employees.

The City shall maintain a program of insurance, self-insurance, or any combination thereof, sufficient to cover its indemnification obligations as set forth in this MOU. The City shall provide First 5 with certificates of self-insurance or other documentation specifying the scope, limits, and forms of coverage in place. The City shall notify First 5 writing of any changes to coverage applicable to this MOU within 30 days of such change, or within ten days if the change results in termination of any applicable coverage. If the City fails to maintain insurance or self-insurance coverage as required under this MOU, First 5 shall have the right to immediately terminate this MOU. The City agrees to waive subrogation which any insurer of the City may acquire from First 5 by virtue of the payment of any loss. The City agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) All Risk Liability Coverage with minimum limits of \$2,000,000 per occurrence for bodily injury, personal injury, sexual and molestation, products and completed operations, and property damage. If Liability Coverage 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.

b) Automobile Liability coverage with minimum limits of \$2,000,000 per accident for bodily injury and property damage. Multi-Passenger Vehicles in excess of 5 passengers will need coverage of minimum of \$5,000,000 per accident.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

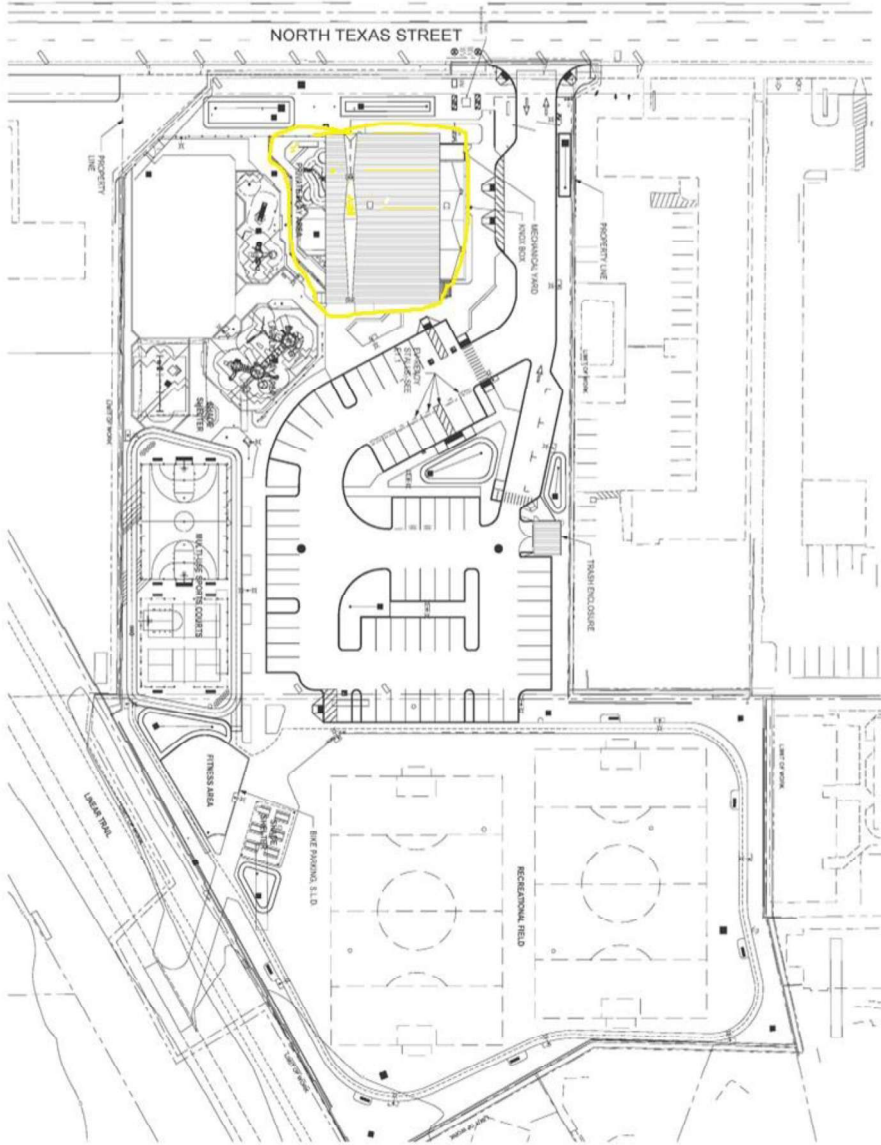
Sexual Abuse and Molestation (“SAM”) coverage in the minimum amount of \$2,000,000.

Property Damage to Cover Lease

3) INSURANCE PROVISIONS

- i) The CITY, its officers, officials, employees and volunteers are to be covered as additional covered parties as respects: liability arising out of work or operations performed by or on behalf of the First 5; products and completed operations of the First 5; premises owned, occupied or used by the First 5; and automobiles owned, leased, hired or borrowed by the First 5. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
 - ii) For any claims related to this project, the First 5 coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be in excess of the First 5 insurance and shall not contribute with it.
 - iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
 - iv) The First 5 coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
 - v) Each coverage policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the CITY.
 - vi) The coverage limits shall be made available to the full limits of the policy or Memorandum of Coverage. The minimum limits stated above shall not serve to reduce the First 5 policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.
- 4) SUB-CONTRACTORS. First 5 shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit A. Failure of First 5 to verify existence of sub-contractor’s insurance shall not relieve First 5 from any claim arising from sub-contractors work on behalf of First 5.

EXHIBIT "B"
PRIMARY FACILITY MAP



1 SP SITE PLAN
1/8" = 1'-0"

- SHEET NOTES**
- SEE ALSO FOR BIRD PLAN AND DIMENSIONS.
 - EXIST'G PAVEMENT AT 0.1, 1.4 & 1.5 SHALL BE A.E.S.B.
 - CONTROL OCCUPANCY AT 0.1, 1.4 & 1.5 SHALL BE A.E.S.B.
 - COMPLY WITH ALL CITY ACCESSIBILITY COMPLIANCE.
 - REFER TO CIVIL FOR SERVICE LOT LAYOUT.
 - REFER TO CIVIL FOR SERVICE LOT LAYOUT.
 - REFER TO LANDSCAPE FOR SITE BOUNDARIES AND LANDSCAPE.
 - REFER TO CIVIL FOR SERVICE REFERENCE POINT IN RELATION TO SITE BOUNDARIES.



A1.1-1
1/8" = 1'-0"

**NORTH TEXAS RECREATION FACILITY
VOLUME 2 - BUILDING
IMPROVEMENTS**
2030 N. Texas Street, Fairfield, CA 94533

ISSUE	DATE
BLDG. DEPT. 11/21/22	
CONFORMSHEET 1/27/23	

PROJECT NO: 18007
DRAWN BY: O.L. & K.T.
CHECKED BY: J.H.
SCALE: AS SHOWN

SHEET 11 OF 11
SITE PLAN



GROUP 4
ARCHITECTURE
RESEARCH +
PLANNING, INC.
REVISION: DATE





Solano County

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

Agenda Submittal

Agenda #: 15 **Status:** Approved
Type: Contract **Department:** Health and Social Services
File #: 26-255 **Contact:** Emery Cowan, 784-8400
Agenda date: 04/07/2026 **Final Action:** 04/07/2026

Title: Approve a second contract amendment with Victor Community Support Services, Inc., for \$325,000 for a total contract amount of \$1,625,000 to provide continuing care for clients aged 0-26 years that meet medical necessity under the Early and Periodic Screening, Diagnosis and Treatment Medi-Cal Program for the current period through June 30, 2026; and 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 per fiscal year

Governing body: Board of Supervisors
District: All
Attachments: A - Victor Community Support Services, Inc. Second Amendment, B - Links to Original Agreement and First Amendment

Date:	Ver.	Action By:	Action:	Result:
04/07/2026	1	Board of Supervisors	Approved	

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

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services recommends the Board of Supervisors:

1. Approve a second contract amendment with Victor Community Support Services, Inc., for \$325,000 for a total contract amount of \$1,625,000 to provide continuing care for clients aged 0-26 years that meet medical necessity under the Early and Periodic Screening, Diagnosis and Treatment Medi-Cal Program for the current period through June 30, 2026; and
2. 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 per fiscal year.

SUMMARY/DISCUSSION:

Victor Community Support Services, Inc. (Victor) provides outpatient mental health services for children and adolescents under the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Medi-Cal program. EPSDT requires that the County provide necessary health care services for the treatment of all physical and mental illnesses or conditions discovered by any screening and diagnostic procedures to Medi-Cal recipients under 26 years of age. Services provided include assessment, individual therapy, rehabilitation, group therapy, group rehabilitation, family therapy, case management, plan development, medication management, crisis

intervention, and intensive case coordination.

Victor was originally contracted to serve 120-125 clients for the entire fiscal year. As of February 2026, they are currently serving 165 clients, and that number will continue to increase in the next few months. This second contract amendment increases County funding by \$325,000 through June 30, 2026 to sustain services for existing program participants and expand staffing capacity to meet the continued influx of high-acuity clients referred to the County as a result of the Kaiser carve-out. Under the California Advancing and Innovating Medi-Cal (CalAIM) Benefit Standardization initiative, responsibility for Specialty Mental Health Services (SMHS) Medi-Cal members in Solano County was transitioned from Kaiser's managed care plan to the County Mental Health Plan, aligning Solano with statewide policy. Although the carve-out formally concluded in December 2024, the County continues to experience sustained increases in SMHS client volume and service demand, with no corresponding reduction in workload or cost pressures.

This contract was originally approved by the Board on June 24, 2025, for the period of July 1, 2025 through June 30, 2026. It was amended for the first time on August 25, 2025, to update the FY2025/26 billing rates without affecting the total contract amount.

FINANCIAL IMPACT:

The Victor Community Support Services, Inc. contract is funded by the Short Doyle Medi-Cal Federal Financial Participation (FFP), Short Doyle Medi-Cal State General Fund (SGF), and 2011 Realignment Funds. This amendment adds \$325,000 to the existing contract, bringing the total contract amount to \$1,625,000.

Appropriations for this contract amendment are included in the Department's FY2025/26 Working Budget. There is no additional impact on the County General Fund.

ALTERNATIVES:

The Board may choose not to approve this second contract amendment with Victor Community Support Services, Inc. This is not recommended as it would prevent the County from providing medically necessary EPSDT services to clients under age 26 who are currently enrolled in Medi-Cal. These services are vital to ensuring that children and adolescents receive appropriate mental health services to correct and ameliorate their mental health symptoms.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**SECOND AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and VICTOR COMMUNITY SUPPORT SERVICES, INC.**

This second amendment (“Second Amendment”) is entered into as of the 7th day of April 2026, between the COUNTY OF SOLANO, a political subdivision of the State of California (“County”) and Victor Support Community Services, Inc. (“Contractor”).

1. Recitals

- A. The parties entered into a contract dated July 1, 2025 (the “Contract”), in which Contractor agreed to provide outpatient mental health services to Solano County children, aged 0 to 26, eligible for the Early and Periodic Screening Diagnosis and Treatment (EPSDT) Medi-Cal Program.
- B. The Contract was first amended on August 25, 2025 (“First Amendment”) to update the Fiscal Year 2025/2026 billing rates and codes. The First Amendment represented no change to the amount or duration of the Contract.
- C. The County now needs to adjust the budget of the Contract.
- D. This Second Amendment represents an increase of \$325,000 to the budget of the Contract.
- E. The parties agree to amend the Contract as set forth below.

2. Agreement.

A. Budget

Section 3 of the Contract is deleted in its entirety and replaced with the following: “The maximum amount of this Contract is: \$1,625,000.”

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

VICTOR COMMUNITY
SUPPORT SERVICES, INC.

By _____
Ian M. Goldberg
County Administrator

Edward Hackett  02/27/2026 01:03 PM EST
By _____
Edward Hackett
Chief Financial Officer

APPROVED AS TO FORM

Kelly Welsh  03/02/2026 11:48 AM EST
By _____
Kelly Welsh
Deputy County Counsel

Attachment B

File # 26-255

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. [Victor Community Support Services Amendment 1,](#)
2. [Victor Community Support Services Original Contract](#)



Solano County

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

Agenda Submittal

Agenda #:	16	Status:	Approved
Type:	Contract	Department:	Health and Social Services
File #:	26-283	Contact:	Emery Cowan, 784-8400
Agenda date:	04/07/2026	Final Action:	04/07/2026
Title:	Approve first contract amendment with IDEA Consulting for \$19,800 for a total contract amount of \$89,800 to provide ongoing consultation for the Proposition 47 grant, program design, and program evaluation for justice-involved populations for the period of July 1, 2024, through June 30, 2025; and Delegate authority to the County Administrator to execute the amendment		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - IDEA Consulting First Amendment, B - Link to IDEA Consulting Original Contract		

Date:	Ver.	Action By:	Action:	Result:
04/07/2026	1	Board of Supervisors	Approved	

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

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services (H&SS) recommends the Board of Supervisors:

1. Approve first contract amendment with IDEA Consulting for \$19,800 for a total contract amount of \$89,800 to provide ongoing consultation for the Proposition 47 grant, program design, and program evaluation for justice-involved populations for the period of July 1, 2024, through June 30, 2025; and
2. Delegate authority to the County Administrator to execute the amendment.

SUMMARY/DISCUSSION:

IDEA Consulting provides evaluation, research, quality improvement, grant writing, and project support for the Behavioral Health Division. With extensive experience in Prop 47 grants dating back to Cohort 1, IDEA assisted in developing the Cohort 5 PARTNERS Program.

The PARTNERS Program serves justice-involved adults with mental health and/or substance use needs and coordinates services across County departments and community partners to reduce recidivism and improve public safety. Cohort 5 is expected to serve 100-125 individuals annually (300-375 total), with an average engagement of approximately 7 months, supported by weekly multidisciplinary team meetings. The Proposition 47 Cohort 5 grant is a competitive state funding opportunity administered by the Board of State and Community Corrections (BSCC), designed to reduce recidivism and improve outcomes for

justice-involved individuals with behavioral health needs.

This amendment reconciles additional consultation and evaluation services IDEA Consulting completed during FY2024/25 in support of the Proposition 47 Cohort 5 grant. The original contract expired before these unanticipated needs could be added, and this action allows the County to pay for work already performed.

FINANCIAL IMPACT:

This contract amendment will be funded by 2011 Realignment. Funds are included in the Department's FY2025/26 Working Budget. There is no impact on County General Fund.

ALTERNATIVES:

The Board may choose not to approve this contract amendment. This is not recommended as failure would result in nonpayment to the contractor for services completed and approved by the program.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**REINSTATEMENT AND FIRST AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and IDEA CONSULTING**

This Reinstatement and First Amendment (“First Amendment”) is entered into as of the 12th day of March 2026, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and IDEA CONSULTING, ("Contractor").

1. Recitals

A. The parties entered into a contract dated July 1, 2024 (the “Contract”), in which Contractor agreed to provide behavioral health research, evaluation, quality improvement activities, grant writing, and special project support.

B. The Contract expired by its terms on June 30, 2025.

C. The County now needs to reinstate and amend the FY2024/25 budget of the Contract.

D. This First Amendment represents an increase of \$19,800 to the Contract.

E. The parties agree to amend the Contract as set forth below.

2. Agreement.

A. Amount of Contract

Section 3 is deleted in its entirety and replaced with: This maximum amount of this Contract is: \$89,800.

B. Budget.

Exhibit B Section A is deleted in its entirety and replaced with:

A. COMPENSATION

Contractor shall submit a monthly invoice with details documenting activities including in-person and/or consultation services, and receipts for travel expenses if incurred during the month being invoiced payable as follows:

Hourly consultation rate	\$150.00 per hour
Standard mileage rate	\$65.5 cents per mile
MHSA maximum amount	\$40,000
CDPH grant maximum amount	\$30,000
Proposition 47 Cohort 5 Grant	\$19,800
Total	\$89,800.00

3. Effectiveness of Contract.

Except as set forth in this First 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

IDEA CONSULTING

By _____
Ian M. Goldberg
County Administrator

By _____
Nancy Callahan  03/13/2026 05:10 PM EDT
Nancy Callahan
Owner

APPROVED AS TO FORM

By _____
Kelly Welsh  03/16/2026 07:35 PM EDT
Kelly Welsh
Deputy County Counsel

Attachment B

File # 26-283

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. [IDEA Consulting Contract Amendment -Original Contract](#)

FINANCIAL IMPACT:

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

ALTERNATIVES:

The Board can choose not to adopt the resolution; however, this action is not recommended as this is an opportunity to raise awareness of National Crime Victims' Rights Week which has been recognized annually in Solano County.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2026 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING THE WEEK OF APRIL 19-25, 2026, AS NATIONAL CRIME VICTIMS' RIGHTS WEEK IN SOLANO COUNTY

WHEREAS, for three decades, National Crime Victims' Rights Week has successfully promoted awareness for victims' rights and services and honored countless crime victims and survivors; and

WHEREAS, to the founders of the victims' rights movement, justice means every victim would receive the advocacy and assistance they need in the aftermath of a crime. This year's theme – "Listen. Act. Advocate. Protect victims, serve communities." This theme focuses on validating survivor experiences, implementing trauma-informed services, and fostering collaborative community action; and

WHEREAS, among the various types of violent crime reported in the United States, aggravated assault is the most common and is now being reported more often than in previous years; and

WHEREAS, annually, rape costs the U.S. more than any other crime (\$127 billion), followed by assault (\$93 billion), murder (\$71 billion), and drunk driving, including fatalities (\$61 billion); and

WHEREAS, according to the Federal Bureau of Investigation's Uniform Crime Reporting (UCR) Program, there were an estimated 1,221,345 violent crimes and approximately 5.99 million property crimes nationwide in 2024; and

WHEREAS, in 2024, the national violent crime rate was 359.1 per 100,000 inhabitants, including rates of 5.0 for murder and non-negligent manslaughter, 37.5 for rape, 65 for robbery, and 256.1 for aggravated assault per 100,000 inhabitants; and

WHEREAS, in calendar year 2025, the Solano County Crime Victim Assistance Unit served 2,543 new victims and witnesses involved in homicide, robbery, adult and child sexual assault, domestic violence, stalking, elder abuse, child molestation, and physical abuse cases; and

WHEREAS, the County of Solano is committed to supporting victims of crime and ensuring access to services that promote healing, justice, and public safety.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors does hereby recognize the Solano County District Attorney's Office Crime Victim Assistance Unit and other community partners and agencies for their advocacy and accomplishments by proclaiming April 19-25, 2026 as National Crime Victims' Rights Week.

Dated this 7th of April 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 #:	18	Status:	Consent Calendar
Type:	Resolution	Department:	District Attorney
File #:	26-234	Contact:	Gina Chen, 784-3436
Agenda date:	04/07/2026	Final Action:	04/07/2026
Title:	Adopt a resolution recognizing April 2026 as Sexual Assault Awareness and Prevention Month in Solano County		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Sexual Assault Awareness and Prevention Month Resolution		

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

04/07/2026	1	Board of Supervisors	Adopted	
------------	---	----------------------	---------	--

Published Notice Required? Yes ___ No X

Public Hearing Required? Yes ___ No X

DEPARTMENTAL RECOMMENDATION:

The District Attorney recommends that the Board of Supervisors adopt a resolution recognizing April 2026 as Sexual Assault Awareness and Prevention Month in Solano County.

SUMMARY/DISCUSSION:

Every April, in communities throughout the United States, many motivated individuals, agencies, and organizations with a passion for sexual violence prevention take part in Sexual Assault Awareness Month, or SAAM. The goal of SAAM is to raise public awareness about sexual violence and educate communities on how to prevent it. Although one month alone is not enough to solve the serious and widespread issue of sexual violence, the attention that SAAM generates in April is an opportunity to energize and expand prevention efforts throughout the year. April 2026 is the 25th Anniversary of Sexual Assault Awareness Month. The theme of this year's Sexual Assault Awareness campaign is "**25 Years Strong: Looking Back, Moving Forward.**"

Although there are many ways to commemorate SAAM in our community, a resolution recognizing efforts being made is a key part in bringing forth awareness in Solano County and shows support for victims and survivors in our county and nationwide. It is also imperative to provide the education needed to individuals on topics of consent and healthy relationships. The more we spread awareness and educate individuals, the more allies we have in the effort to support survivors and prevent sexual violence before it happens.

A sexual assault can happen anywhere and at any time. The majority of assaults occur in places ordinarily thought to be safe, such as homes and offices. Some assaults even occur in public spaces with multiple witnesses. Sexual offenders are "ordinary" and "normal" individuals who come from all educational, occupational, racial, and cultural backgrounds. Nearly 1 in 6 women and 1 in 33 men in the U.S. have experienced rape or attempted rape at some time in their lives; one in three women and one in six men have

experienced some form of contact sexual violence in their lifetime; and one in every seven victims of sexual assault is under the age of six.

Sexual violence thrives when it is not taken seriously, and victim-blaming goes unchecked. Annually, rape costs the U.S. more than any other crime (\$127 billion), and rape is the most under-reported crime, as 63% of sexual assaults are not reported to police.

The District Attorney's Office Victim Witness Unit is committed to assisting victims of sexual violence. Ultimately, the goal is to break the cycle of violence by offering victims and survivors the opportunity to build hope and new futures free from violence.

FINANCIAL IMPACT:

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

ALTERNATIVES:

The Board may choose not to present a resolution recognizing April 2026 as Sexual Assault Awareness and Prevention Month. However, this is not recommended, as this is a national awareness month which has been recognized annually in Solano County.

OTHER AGENCY INVOLVEMENT:

The Solano Family Justice Center provides services and information under one roof for survivors and families affected by not just sexual assault but domestic violence, child abuse, elder abuse, and human trafficking and works collaboratively with the District Attorney's Office Victim Witness Unit, the County Administrator's Office of Family Violence Prevention, the Fairfield Police Department's Domestic Violence Unit, the Vacaville Police Department FIRST Office, Fighting Back Partnership, SafeQuest Solano, Travis Air Force Base's Family Advocacy Office, Kaiser Permanente's Family Violence Prevention Team, Victims Empowerment Support Team (VEST), Napa Solano SANE-SART, Solano County Health & Social Services, and many others that serve those affected by sexual violence.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2026 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING APRIL 2026 AS SEXUAL ASSAULT AWARENESS AND PREVENTION MONTH

WHEREAS, in the United States, April is Sexual Assault Awareness Month (SAAM). The goal of SAAM is to raise public awareness about sexual violence and educate communities on how to prevent it. SAAM calls attention to the fact that sexual harassment, assault, and abuse are/is widespread and impacts every person in this community; and

WHEREAS, every 73 seconds, an American is sexually assaulted; and

WHEREAS, 1 out of every 6 American women has been the victim of an attempted or completed rape in her lifetime; and

WHEREAS, the theme for this year's campaign, "**25 Years Stronger: Looking Back, Moving Forward**", emphasizes learning from past efforts, centering survivors, and continuing to build safer, more supportive communities; and

WHEREAS, Solano County joins advocates and communities across the country in taking action to prevent sexual violence; and

WHEREAS, April is Sexual Assault Awareness Month, and each day of the year is an opportunity to create change for the future; and

WHEREAS, the Solano County Board of Supervisors recognizes the importance of supporting countywide efforts to reduce the incidents of sexual assault and violence against all citizens and recognizes the efforts of local community-based partners in providing critical services to rape victims and in raising public awareness to prevent such victimization.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors does hereby recognize the Solano County District Attorney's Office and other community partners and agencies for their advocacy and accomplishments by proclaiming April 2026 as "Sexual Assault Awareness and Prevention Month".

Dated this 7th day of April 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 #: 19 **Status:** Consent Calendar
Type: Appointment **Department:** Board of Supervisors
File #: 26-276 **Contact:** Latressa Wilson Alford, 784-6418
Agenda date: 04/07/2026 **Final Action:** 04/07/2026
Title: Approve the reappointment of Verneal Brumfield to the Solano Commission for Women and Girls as the District 3 representative to fill an unexpired term through October 11, 2028
Governing body: Board of Supervisors
District: District 3
Attachments:

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

04/07/2026	1	Board of Supervisors	Approved	
------------	---	----------------------	----------	--

Published Notice Required? Yes ___ No X

Public Hearing Required? Yes ___ No X

DEPARTMENTAL RECOMMENDATION:

District 3 Supervisor Wanda Williams recommends the Board approve the reappointment of Verneal Brumfield to the Solano Commission for Women and Girls (SCWG) as the District 3 representative to fill an unexpired term through October 11, 2028.

SUMMARY:

Verneal Brumfield is eminently qualified to fill the position on the Solano Commission for Women and Girls. She has served on the commission and currently serves as cochair. She has worked in the community for many years and has a background in community and public service, which includes engaging with diverse communities, non-profits and businesses in Solano County. Ms. Brumfield is eager to continue working with other SCWG board members toward improving the economic status, health and social welfare and the overall quality of life for Women and Girls in Solano County.

Ms. Brumfield is committed to contributing to the mission of the SCWG and is ready to bring her years of management training, community volunteer experience and resources to improve the quality of life for Women and Girls in and throughout Solano County.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the District 3 FY2025/26 Working Budget.

ALTERNATIVES:

The Board could decide not to appoint Verneal Brumfield to the Solano Commission for Women and Girls. This is not recommended as she is qualified, has served the community for many years and has a desire to serve in this capacity.

OTHER AGENCY INVOLVEMENT:

None

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

SUMMARY:

Solano County and the Teamsters Union Local #856, representing Bargaining Unit 14 Correctional Supervisors, have met and conferred in good faith regarding the terms for the successor collective bargaining Memorandum of Understanding (MOU) to replace the previous MOU which expired October 25, 2025. The representatives for the parties have reached total tentative agreements for a successor MOU to be effective April 7, 2026, through October 28, 2028 upon approval by the Board of Supervisors. Unit 14 has ratified the terms of the tentative agreements.

FINANCIAL IMPACT:

Adoption of the new collective bargaining agreement for Unit 14 is projected to increase payroll costs by a total of \$1,058,335 through October 28, 2028. Of this total cost, \$96,097 is during Fiscal Year 2025/26, \$320,865 is during Fiscal Year 2026/27, \$535,813 is during Fiscal Year 2027/28, and \$105,560 is during Fiscal Year 2028/29.

DISCUSSION:

Representatives of the County and the Teamsters Union Local #856 have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment.

The representatives for the parties have reached tentative agreements on the following changes for Unit 14:

1. Term of Agreement: The collective bargaining agreements will be effective April 7, 2026, through October 28, 2028.
2. Wages: Effective April 12, 2026, employees receive a three percent (3%) base wage increase. Effective concurrent with the wage increase, active employees receive a lump sum payment of one thousand dollars (\$1,000) (See pay parity under section 4 below). Part-time employees receive a pro-rated amount based on the employee's full-time equivalence.

Effective the beginning of the twenty-sixth (26th) pay period following the three percent (3%) wage increase, employees receive a two percent (2%) base wage increase. Effective concurrent with the wage increase, active employees shall receive a lump sum payment of five hundred dollars (\$500). Part-time employees will receive a pro-rated amount based on the employee's full-time equivalence.

Effective the beginning of the twenty-sixth (26th) pay period following the two percent (2%) wage increase, employees receive a one percent (1%) base wage increase.

3. Health Insurance/Cafeteria Plan: The County provides health insurance through CalPERS' Public Employees' Medical and Hospital Care Act (PEMCHA, or PERS Health Program). The County's maximum premium contribution for health insurance/cafeteria plan will be set at eighty percent (80%) of the PEMCHA Region 1 Kaiser Permanente family rate minus the PEMCHA MEC for the 2026, 2027, and 2028 benefit rates, effective May 1, 2026. The County will contribute fifty dollars (\$50.00) per month into the Cafeteria Plan for employees who elect employee plus two or more dependents, effective the month of April 2026; this provision will sunset in October 2028.

4. Other Items:

- Increased maximum vacation accrual cap by forty (40) hours.
- Updated Bereavement Leave section to add grandparents to leave for reproductive loss for a maximum of twenty-four (24) hours of leave. Additionally, bereavement leave must be taken within six (6) months following the loss.
- Updated language for tuition reimbursement to clarify “passing grade”, to provide for credit/no credit courses when required as a milestone to graduate from program, defined the number of non-traditional self-paced courses that can be taken within a four-month period within the fiscal year.
- Provided an increase to the annual uniform allowance from one thousand two-hundred dollars (\$1,200) to one thousand four-hundred forty dollars (\$1,440).
- Proposed Side Letter - the Parties agreed to pay parity, to provide an increase to the general wage increase received by Unit 14 if any other represented bargaining units negotiate a higher general wage increase, including any one-time cash payments offered to those groups, and shall have the option to elect to accept the same one-time cash payment under the terms proposed by the County (i.e. an increase of \$200 in the lump sum payment effective April 12, 2026).
- Proposed Side Letter - the representatives for the parties reached tentative agreement to allow for reopening of negotiations on the “Year Three (2028)” base wage rate increase, solely for the limited purpose of discussing potential modification to the year three base wage rate increase, if any.
- Proposed Side Letter - the Parties agreed to conduct a classification study to research which agencies within the County’s current list of comparable agencies have job classification comparable to Custody Sergeant and Custody Lieutenant to identify the compensation received by persons in those positions at the other agencies.
- Proposed Side Letter - the Parties agreed to meet and confer on the topic of Concealed Carry Weapon Training, with the first meeting to occur no later than the end of April 2026, and the side letter to expire with the MOU October 28, 2028.

County staff and labor representatives are in the process of preparing the written successor MOU to reflect the approved Tentative Agreements. Delegating authority to the County Administrative Officer or Director of Human Resources to execute the final MOU will allow timely implementation once the documents are complete, without requiring additional Board action so long as the final MOU are consistent with the terms approved in the attached Tentative Agreements.

ALTERNATIVES:

The Board could elect to not adopt the resolution accepting the Tentative Agreement with Unit 14; however, this option is not recommended as the representatives for the parties have met and conferred in good faith pursuant to the Meyers-Milias-Brown Act and have reached tentative agreement, and the Tentative Agreement was negotiated within the parameters previously provided by the Board to its negotiation team. Additionally, employees represented by the Correctional Supervisors, Teamsters Local #856 have ratified the terms of the Tentative Agreement. If any conflicts exist between the terms recited in this agenda item and a Tentative Agreement, the Tentative Agreement shall take precedence.

OTHER AGENCY INVOLVEMENT:

The negotiations of the successor collective bargaining agreements were through a collaborative effort by the County and the Correctional Supervisors, Teamsters Local #856, Unit 14, the County Administrator’s Office, applicable County Departments, the Auditor-Controller’s Office, and County Counsel.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2026-

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS ACCEPTING TENTATIVE AGREEMENT WITH TEAMSTERS UNION LOCAL #856 REGARDING UNIT 14 CORRECTIONAL SUPERVISORS, APPROVING SIDE LETTER AGREEMENTS CONCERNING BASE WAGE INCREASE REOPENER, PAY PARITY, CLASSIFICATION STUDY AND CONCEALED CARRY WEAPONS TRAINING, AND DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATIVE OFFICER OR DIRECTOR OF HUMAN RESOURCES TO EXECUTE THE SUCCESSOR MEMORANDUM OF UNDERSTANDING

WHEREAS, the County of Solano (“County”) and the Teamsters Union Local #856 (“L856”), representing Unit 14 Correctional Supervisors were parties to a Memorandum of Understanding (“MOU”) governing wages, hours, and other terms and conditions of employment, which expired October 25, 2025; and

WHEREAS, the representatives for the County and L856 have negotiated in good faith and reached a Tentative Agreement for a successor MOU for Unit 14 with a term beginning April 7, 2026 and expiring October 28, 2028; and

WHEREAS, the Tentative Agreement has been ratified by the membership of Unit 14; and

WHEREAS, the parties are in the process of preparing the written successor MOU consistent with the ratified Tentative Agreement; and

WHEREAS, it is in the best interest of the County to accept the Tentative Agreement and authorize execution of the successor MOU once finalized, provided it is consistent with the agreement approved by the Board;

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby:

1. Accepts the Tentative Agreement between the representatives for the Teamsters Union Local #856, representing Unit 14, as ratified by the bargaining unit membership, for the term April 7, 2026 through October 28, 2028; and
2. Approves the Side Letter Agreements to the Memorandum of Understanding to be entered into with the Teamsters Union Local #856 concerning Base Wage Increase Re-opener, Pay Parity, Classification Study and Concealed Carry Weapons Training; and
3. Delegates authority to the County Administrative Officer or Director of Human Resources to execute the successor Memorandum of Understanding and the Side Letters and to make technical, non-substantive adjustments, provided that the final document is consistent with the Tentative Agreement approved by this Board; and
4. Authorizes the implementation of the terms of the Tentative Agreement in accordance with applicable County policies.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on April 7, 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

The following Comprehensive Package Proposal constitutes the County’s Last Best and Final Offer (LBFO) in bargaining. The LBFO is submitted in an attempt to reach a settlement on a successor Memorandum of Understanding. In the event the LBFO is not accepted in its entirety, the County reserves the right to modify, amend and/or add proposals.

The LBFO is contingent upon ratification by the bargaining unit and approval by the County Board of Supervisors and is offered in good faith as a fair and balanced resolution to negotiations. Any Proposal not referenced herein is not part of this Comprehensive Package LBFO and shall remain status quo.

- 1. **Term [CP#1]**
Section 2
County 10/2/25 Proposal #1- [36 months (expiring 10/28/28)]

- 2. **Wages [UP#1]**
Appendix B – Salary Schedule

The County proposes the attached Counter proposal plus a revised side letter on wage reopener. This is a package proposal with the specific base wage rate increases contemporaneously proposed by the County for Year One with a one-time lump sum payment of \$1000 for active unit employees; Year Two with one-time lump sum payment of \$500 for active unit employees, and Year Three. (see attached)

- 3. **Side Letters**
Base Wage Reopener
Pay Parity
CCW Training
Classification Study

- 4. **Bereavement Leave [UP#6]**
County Counter Proposal 2 (See attached)

- 5. **Medical Insurance/Cafeteria Plan [UP# 8]**
Section 6.3
County Counter Proposal 1 (11/13/25)

- 6. **Student Loan Reimbursement Plan [UP#10]**
Section 6.12
County Counter Proposal 1 (See attached)

All previously signed tentative agreements:

UP# 3 – Vacation Accrual- County Counter Proposal # 3- signed 12/11/25

UP# 4 – Uniform Allowance- County Counter Proposal # 1- signed 12/11/25

County of Solano and Solano County Correctional Supervisors (Unit 14)

Date Passed: _____

Solano County Last Best Final Package Proposal - 2/17/26

Time Passed: _____

Any issue not referenced herein is not part of the LBFO and shall remain status quo.

Tentative Agreement of: _____

For the County:

Anne Cardwell

Anne Cardwell, Chief Spokesperson

Date: 3/19/2026

For the Union:



Jonathan Murphy, Chief Spokesperson

Date: 3/19/2026

MOU Section 2 TERM

2. TERM

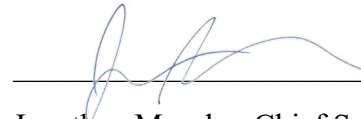
This Memorandum of Understanding shall be in effect the later of ~~October 22, 2022~~, October 26, 2025 or on the date it is adopted by the Board of Supervisors and the Unions, and shall remain in full force and effect to ~~October 25, 2025~~ October 28, 2028.

Tentative Agreement of: _____

For the County:

For the Union:

Anne Cardwell



Anne Cardwell, Chief Spokesperson

Jonathan Murphy, Chief Spokesperson

Date: 3/19/2026

Date: 3/19/2026

Appendix B- Salary Schedule

- 1. The present (~~September 4, 2022~~) approximate monthly pay rate for represented classifications is:

*(Revise values in table according to below)

- 2. Effective the first pay period following the Board of Supervisors' adoption of the collective bargaining agreement or the first pay period following ~~October 25, 2022~~October 26, 2025, whichever is later, the base wage rates will increase by ~~four~~ three percent (~~4%~~) (3%) of the base wage rates in effect the day before such increase takes effect. ~~Effective concurrent with the wage increase described in this paragraph, employees in the Custody Lieutenant class shall receive a wage increase of four percent (4%) as an equity adjustment, which shall be cumulative and not compounded (e.g. 4% + 4% = 8%).~~

Effective concurrently with the wage increase described in paragraph 2 above, active employees shall receive a lump sum payment of one thousand dollars (\$1000).

A part-time employee shall receive a pro-rata amount based on the employee's full-time equivalence. The parties intend that the lump sum payment is not subject to CalPERS reporting of benefits.

- 3. Effective the beginning of twenty-sixth (26th) pay period following the wage increase set forth in this Appendix B, paragraph 2 above, the base wage rates will increase by ~~four~~ two percent (~~4%~~) (2%) of the base wage rates in effect the day before such increase takes effect. ~~Effective concurrent with the wage increase described in this paragraph, employees in the Custody Lieutenant class shall receive a wage increase of four percent (4%) as an equity adjustment, which shall be cumulative and not compounded (e.g., 4% + 4% = 8%).~~

Effective concurrently with the wage increase described in paragraph 3 above, active employees shall receive a lump sum payment of five hundred dollars (\$500).

A part-time employee shall receive a pro-rata amount based on the employee's full-time equivalence. The parties intend that the lump sum payment is not subject to CalPERS reporting of benefits.

- 4. Effective the beginning of the twenty-sixth (26th) pay period following the wage increase set forth in this Appendix B, paragraph 3 above, the base wage rates will increase by one percent (1%) of the base wage rates in effect the day before such increase takes effect.

Wage Re-opener

The County proposes a side letter allowing the Union to reopen negotiations on the Year Three (2027) base wage rate increase in MOU Appendix B, Section 4, for the limited purpose of discussing potential modification to that increase. Re-opener negotiations would be strictly

limited to the subject of a general base wage increase for the third year of the contract. Any modification to such base wage increase would require mutual written agreement of the parties. This is a package proposal with the specific base wage rate increases contemporaneously proposed by the County for Year One, Year Two, and Year Three; that is, the Union cannot TA the re-opener concept independent of acceptance of the County's proposed wage rate increases.

~~5. Effective the beginning of the thirteenth (13th) pay period following the wage increase set forth in this Appendix B, paragraph 4 above, the base wage rates will increase by one percent (1%) of the base wage rates in effect the day before such increase takes effect.~~

~~6. Effective the first pay period October 2025 the base wage rates set forth in this Appendix B, paragraph 5 above, will increase by one percent (1%) of the base wage rates in effect the day before such increase takes effect.~~

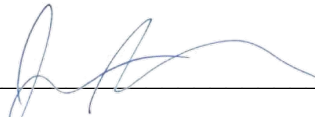
- 5. The hourly pay rate is calculated by multiplying monthly pay rate by twelve (12) months and dividing that value by two thousand eighty (2,080) hours.

Tentative Agreement of: _____

For the County:

For the Union:

Anne Cardwell



Anne Cardwell, Chief Spokesperson

Jonathan Murphy, Chief Spokespersons

Date: 3/19/2026

Date: 3/19/2026

SIDE LETTER AGREEMENT
TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SOLANO AND
SOLANO COUNTY CORRECTIONAL SUPERVISORS ASSOCIATION UNIT 14

Regarding Base Wage Increase Re-opener

This will confirm an understanding reached between the County of Solano (hereafter referred to as the "County") and the [Union Name] (hereafter referred to as the "Union"), representing Unit # xx. Collectively, County and Union are hereafter referred to as "the parties."

Solely consistent with the terms and conditions of this Side Letter Agreement, the Union may reopen negotiations on the Year Three (2027) base wage rate increase set forth in Appendix B, Section 4, of the Memorandum of Understanding between the parties dated TBD, 2025 through October 28, 2028 ("MOU"), solely for the limited purpose of discussing potential modification to that Year Three base wage rate increase, if any. All other MOU provisions and terms and conditions of employment shall remain unchanged and the MOU shall remain in effect.

Re-opener negotiations are strictly limited to the subject of a base wage rate increase for the third year of the contract. Any modification to the base wage rate increase would require mutual written agreement of the parties. If, after such re-opener, there is no subsequent mutual written agreement of the parties to a change in the Year Three base wage rate set forth in the MOU, the Year Three base wage rate set forth in the MOU shall remain as stated in the MOU at the time of its original execution. This Side Letter Agreement is not intended to allow re-opener of, and does not re-open, modify or otherwise affect any other term or condition of employment or term or condition of employment covered in or by operation of the MOU, including but not limited to the terms for other forms of compensation or benefits.

Any such request to reopen the Year Three (2027) base wage rate increase in MOU Appendix B, Section 4, shall be submitted to the Human Resources Director in writing, no later than August 6, 2027, with exhibits and a narrative setting forth the Union's position based solely on one or more of the criteria ordinarily to be considered by factfinders as set forth in Government Code 3505.4, subdivision (d).

Any Union information request relevant to such a request to reopen would be required to be submitted in writing to the Human Resources Director by no later than August 6, 2027. The County would then be required to respond with their position submitted to the Union in writing, no later than August 20, 2027, with exhibits and narrative setting forth the County's position based solely on one or more of the criteria ordinarily to be considered by factfinders as set forth in Government Code 3505.4, subdivision (d). The County's response to any such information request shall be according to existing requirements of the MMBA.

After exchange of such written positions as just described, the parties shall meet at least once. If at that meeting no agreement is reached to change the Year Three base wage rate increase in Appendix B, Section 4, either party may then declare the re-opener process concluded, or solely by mutual agreement the parties may agree to continue meeting at subsequent times.

The Year Three base wage rate increase stated in Appendix B, Section 4, at time of execution of the MOU shall remain a term of the MOU with an effective date on the date of the beginning of the 52nd pay period following the Board of Supervisors' adoption of the Memorandum of Understanding: (1) during

any re-opener negotiations; and (2) through the expiration of the MOU if the re-opener process does not result in agreement.

If re-opener negotiations are commenced pursuant to this Side Letter Agreement and the parties are by mutual agreement still in discussions on the date of the beginning of the 52nd pay period following the Board of Supervisors' adoption of the MOU, the Year Three base wage rate increase in Appendix B, Section 4, shall go into effect as stated in the MOU, and any different amount later agreed to in the re-opener negotiations, if any, shall only take effect at an agreed upon date, if any, subsequent to conclusion of those negotiations.

This Side Letter Agreement shall go into effect upon the later to occur of both full execution of this Agreement and full execution of the MOU. If the MOU is not fully executed, this Agreement shall not go into effect.

This Side Letter Agreement will expire on December 31, 2027.

FOR THE COUNTY:

Anne Cardwell
Anne Cardwell
Chief Negotiator

Date: 3/19/2026

FOR THE UNION:

Jonathan Murphy
Jonathan Murphy
Chief Negotiator

Date: 3/19/2026

SIDE LETTER AGREEMENT
To the Memorandum of Understanding
Between the County of Solano and the Solano County Sheriff's Correctional Supervisors
Unit # 14
Pay Parity

This will confirm an understanding reached between the County of Solano (hereinafter referred to as the "County") and the Solano County Sheriff's Correctional Supervisors Association (hereinafter referred to as the "Association"), representing Unit 14. Collectively, County and Association are hereinafter referred to as "The Parties."

The Parties agree that if any other bargaining unit represented by a union/association receives a general wage increase greater than the general wage increase set forth in Appendix B during the term of this Memorandum of Understanding, then the same general wage increase shall be provided to Unit 14. The Term "general wage increase" does not include any special adjustments/equity adjustments specific to a classification, subset, or group of bargaining unit and excludes any wage increase (or portion thereof) which is attributable to a change in other collective bargaining provisions.


In addition, the Parties agree that if the County makes an offer to any other bargaining unit that includes a one-time cash payment applicable to the term of this Memorandum of Understanding, regardless of whether any other bargaining unit accepts the offer, Unit 14 shall have the option to elect to accept the same one-time cash payment under the terms proposed by the County.

For the County:

Anne Cardwell

Anne Cardwell, Chief Spokesperson

For the Union:



Jonathan Murphy, Chief Spokesperson

Date: 3/19/2026

Date: 3/19/2026

SIDE LETTER AGREEMENT
To the Memorandum of Understanding
Between the County of Solano and the Teamsters, Local 856 (Unit # 14)
Concealed Carry Weapon Training

This will confirm an understanding reached between the County of Solano (hereinafter referred to as the "County") and the Teamsters, Local 856 (hereinafter referred to as the "Association"), representing Unit 14. Collectively, County and Association are hereinafter referred to as "The Parties."

The Parties agree to meet and confer on the topic of Concealed Carry Weapon training. The first meet and confer will occur no later than the end of April 2026. Subsequent meetings will occur, as necessary.

This Side Letter Agreement will expire at the expiration of the Memorandum of Understanding, October 28, 2028.

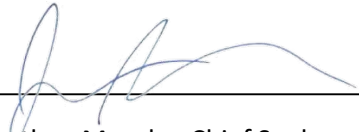
For the County:

Anne Cardwell

Anne Cardwell, Chief Spokesperson

Date: 3/19/2026

For the Union:



Jonathan Murphy, Chief Spokesperson

Date: 3/19/2026

SIDE LETTER AGREEMENT
To the Memorandum of Understanding
Between the County of Solano and the Teamsters, Local 856 (Unit # 14)
Classification Study

This will confirm an understanding reached between the County of Solano (hereinafter referred to as the "County") and the Correctional Supervisors Teamsters Local 856 (hereinafter referred to as the "Teamsters"), representing Unit 14. Collectively, County and Teamsters are hereinafter referred to as "The Parties."

The Parties agree that the County will conduct a classification study to research which agencies within the County's current list of comparable agencies have job classifications comparable to the County's job classifications of Custody Sergeant and Custody Lieutenant, and to identify the compensation received by persons in those positions at the other agencies. The Parties agree to meet to discuss the findings of the study.

The Parties mutually intend that the study will be completed prior to October 28, 2028, in sufficient time so that the results of the study will be available for discussion in negotiations for a successor MOU currently anticipated to commence October 28, 2028.

This Side Letter Agreement will expire October 27, 2028.

For the County:



Anne Cardwell, Chief Spokesperson

Date: 3/19/2026

For the Union:



Jonathan Murphy, Chief Spokesperson

Date: 3/19/2026

MOU Section 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;
 - natural, step, adopted children and grandchildren of the employee;
 - natural and stepbrothers and sisters of the employee;
 - present spouse or domestic partner of the employee;
 - ex-spouse or 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 or domestic partner;
 - grandchildren of the employee's spouse or domestic partner;
 - natural brothers and sisters of the employee's spouse or domestic partner;
 - present spouses or domestic partner of the employee's natural brothers and sisters;
 - son-in-law and daughter-in-law of the employee.
- B. Such leave shall be a maximum of forty (40) hours within ten (10) consecutive calendar days and taken within six (6) months following the loss. ~~whether services are within the State or outside the State of California.~~ 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.
- C. ~~A female~~ An employee who ~~has a miscarriage or who gives birth to a stillborn child~~ experiences a reproductive loss shall be eligible for bereavement leave in accordance with Section 12.B. This provision shall be applicable ~~only to the employee having the miscarriage~~ to the employee who directly experienced the reproductive loss (i.e. mother/father) and the grandparents. Grandparents shall be allowed a maximum of twenty-four (24) hours within ten (10) consecutive calendar days and taken within six (6) months following the loss. Bereavement leave for a ~~miscarriage~~ reproductive loss shall not be applicable for any other family members identified in Section 12.A.

For purposes of this section, a reproductive loss consists of the following: miscarriage, stillborn, failed surrogacy; failed adoption; or unsuccessful assisted reproduction.

Unit # 14, Solano County Correctional Supervisors
Solano County Counterproposal 2 to Union Proposal 6

Date Passed:
Time Passed:

Tentative Agreement of: _____

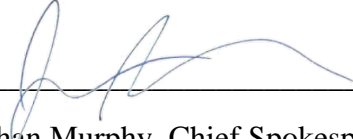
For the County:

Anne Cardwell

Anne Cardwell, Chief Spokesperson

Date: 3/19/2026

For the Union:



Jonathan Murphy, Chief Spokesperson

Date: 3/19/2026

MOU Section 6. Benefits

Subsection 6.3 Cafeteria Plan

Effective for coverage of January 1, ~~2023~~ 2026, or the first of the month following the Term of Agreement's start date-Board of Supervisor's adoption date, the County's contribution toward the cafeteria plan, shall be set at eighty percent (80%) of the ~~2023~~ 2026 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

Effective with the coverage effective January 1, ~~2024~~ 2027, the County's contribution toward the cafeteria plan, as historically administered, shall be set at eighty percent (80%) of the ~~2024~~ 2027 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

Effective with the coverage effective January 1, ~~2025~~ 2028, the County's contribution toward the cafeteria plan, as historically administered, shall be set at eighty percent (80%) of the ~~2025~~ 2028 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

An employee may use the County's contribution to the cafeteria plan toward the medical insurance plan for 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 only to a maximum of \$334.58 per month.

An employee who waives health insurance because the employee demonstrates to the County that the employee 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 (40) hours. That total amount shall first be allocated to the PEMHCA MEC and any remaining employer contribution shall then be allocated to the cafeteria plan.

Additionally, effective the later of the beginning the first of the month following the effective date of the Term of the Agreement or the first of the month following adoption of the collective bargaining agreement, 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) shall sunset in October ~~2025~~ 2028.

Health Care Reimbursement Account

During an annual open enrollment period (normally November), 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, except on the occurrence of a qualifying event specified in the County’s Plan Document. The employee will forfeit all unused funds remaining in the employee’s 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

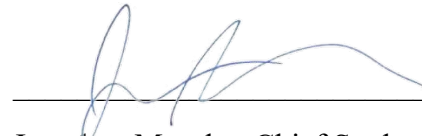
During an annual open enrollment period (normally November), an employee may elect to enter into a salary reduction agreement whereby the County will direct the amount of the salary reduction on a pre-tax basis into the employee’s Dependent Care Reimbursement Account (“DCRA”). The employee’s election 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 the employee’s 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.

Tentative Agreement of: _____

For the County:

For the Union:

Anne Cardwell



Anne Cardwell, Chief Spokesperson

Jonathan Murphy, Chief Spokesperson

Date: 3/19/2026

Date: 3/19/2026

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 and online courses, which will prepare them in new concepts and methods needed to meet the changing demands of County service.

B. Eligibility of Employees for Tuition Reimbursement

1. 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 in Federally funded, limited-term positions are eligible to participate in the program provided such reimbursement can be provided by Federal funds. 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.
2. Part-time employees are eligible after 5 years of continuous employment. Part-time employees shall not be eligible for County time off under this program; however, they shall be entitled to reimbursement up to the maximum prorated amount in proportion to the relationship their basic workweek bears to forty hours.

C. Policy for Tuition Reimbursement

1. Courses must be related to the work of the employee's position, career development or occupation in such a fashion as will offer substantial benefit to the County.
2. Courses which are directly related to the employee's work may be taken on not more than 50% of the County's time. Employees taking approved courses which encroach on their regular scheduled working hours may be granted paid time off for such encroaching hours up to a total maximum amount of paid time off from work equal to 50% of the class time. Courses not directly related to the employee's work, such as career development, shall be on the employee's own time.

3. Courses must be taken for credit; audited courses will not be reimbursed.
4. Courses must be provided through 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 the employee 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, unless the course is directed to correct a deficiency.
 - 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 has already had.
7. Conventions, workshops, institutes, etc., are not included in the Tuition Reimbursement Program.
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.
9. Requests for reimbursement must be approved before the course is undertaken and such approval shall be subject to the availability of funds for tuition reimbursement within the Department of Human Resources.
10. Reimbursement shall be made only upon presentation of evidence of payment for and successful completion of courses (as evidenced by a grade "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) days after the course completion date.

D. Nature of Reimbursement

1. Reimbursement may be made in the amount of fifty percent (50%) of actual out-of-pocket expenditures 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 employee shall be reimbursed for more than two (2) courses in a single semester or quarter. When the educational 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 an employee in one fiscal year shall be ~~two thousand dollars (\$2,000). Effective July 1, 2023, the maximum reimbursement that may be received by an employee in one fiscal year shall be~~ five thousand dollars (\$5,000).
 - c. An employee shall be reimbursed for expenses totaling five dollars (\$5.00) or more for a single course. Expenses less than \$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, ~~t~~The employee shall submit his/her/their request to their department head who 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 department head shall forward the application to the Director of Human Resources.

- 2. The employee shall apply for Tuition Reimbursement through such supervisory channels as are designated by the department head, on forms provided by the Director of Human Resources.
- 3. 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 provided in this MOU.
- 4. 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.
- 5. 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.

F. Continued Service Requirement

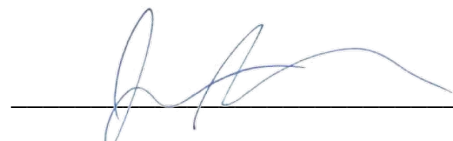
An employee must continue in a full time, regular position in the county service for one (1) year from the date of completion of the course. Failure to continue in the county service, through resignation or discharge, will result in the forfeiture of any tuition reimbursement payments received less than one (1) year prior to separation. In such situation, the Union agrees that 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.

Tentative Agreement of: _____

For the County:

For the Union:

Anne Cardwell



Anne Cardwell, Chief Spokesperson

Jonathan Murphy, Chief Spokesperson

Date: 3/19/2026

Date: 3/19/2026

MOU Section 9 VACATION

A. Accrual

- 1. Every employee in a full-time regular or limited-term position shall receive vacation benefits for each pay period of continuous service according to the following schedule:

Vacation Credit:

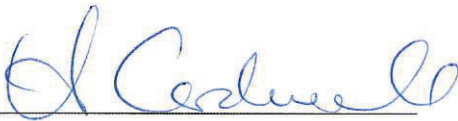
Pay Periods of Earnable Continuous Service	Per Pay Period of Continuous Service	Maximum Earnable Vacation Accrual
0 through 78 pay periods	3.08 hours	160 <u>200</u> hours
79 through 260 pay periods	4.62 hours	240 <u>280</u> hours
Over 260 pay periods	6.16 hours	320 <u>360</u> hours

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.

Tentative Agreement of: _____

For the County:

For the Union:





Anne Cardwell, Chief Spokesperson

Jonathan Murphy, Chief Spokesperson

Date: 12/11/25

Date: 12-11-25

Unit # 14, Solano County Correctional Supervisors

Date Passed: 12/11/25

Solano County Counterproposal 1 to Union Proposal 4

Time Passed: 2:43 PM

MOU Section 6 - Benefits

TA - 12/11/25
3:46 PM

6.13 Uniform Allowance

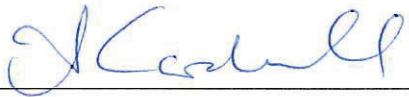
A. The County provides an annual uniform allowance payable to employees as follows:


Class	Amount
Sergeant-Corrections	\$1,200 <u>\$1440</u>
Lieutenant-Corrections	\$1,200 <u>\$1440</u>

Tentative Agreement of: _____

For the County:

For the Union:





Anne Cardwell, Chief Spokesperson

Jonathan Murphy, Chief Spokesperson

Date: 12/11/25

Date: 12-11-25

SUMMARY:

In 2020, the County began transitioning from legacy VHF and conventional radio systems to a modern Project 25 (P25) digital trunked radio system, initially deploying infrastructure to serve Fairfield, Vacaville, and Suisun City. This implementation included the establishment of the County's Motorola ASTRO 25 Core, development of multiple radio tower sites, and integration of dispatch centers into a unified system. The P25 platform provides enhanced spectrum efficiency, improved audio quality, and standardized interoperability, enabling seamless communication across agencies regardless of equipment manufacturer.

Following the initial deployment, the County expanded system capabilities through the development of a South Simulcast cell designed to support additional jurisdictions, including Vallejo and Benicia. This phase includes new radio frequency (RF) infrastructure, reconfiguration of existing sites, and integration of dispatch centers into the County system. The rollout strategy allows agencies to operate in parallel with existing systems during transition, minimizing operational risk while improving regional coordination. As the system continues to expand, it establishes the foundation for a countywide interoperable communications network supporting daily operations and large-scale mutual aid incidents.

Today's presentation will highlight what has been accomplished to date and the upcoming activities to fully implement P25 in Solano. In addition, this item includes approval of revenue agreements with the cities of Vallejo and Benicia to integrate into Solano's P25 system and the acceptance of a federal earmark to fund future expansion of the P25 system.

FINANCIAL IMPACT:

Execution of the Public Safety Communications System Licensing Agreements with the Cities of Vallejo and Benicia will generate annual service fee revenue of \$299,880 and \$110,544, respectively, based on subscriber radio counts. Over the next five years, these agreements are projected to generate approximately \$2,052,120 in total service fee revenue. These revenues are intended to support the operational and lifecycle costs associated with the expanded radio system, including a Motorola System Upgrade Agreement II (SUA II) and Essential Services Add-On to support the expanded infrastructure associated with the South Simulcast Cell. This agreement will be brought to the Board at a future meeting.

The County has also been awarded a federal earmark of \$1,031,000 in Community Project Funding administered by the U.S. Department of Justice COPS Office to support radio infrastructure and interoperability improvements.

The revenue from the licensing agreements and the earmark, and the associated expenditures, are included in the department's FY2026/27 Requested Budget.

DISCUSSION:

The County established its P25 system in 2020 serving Fairfield, Vacaville, and Suisun City. Since 2022, Vallejo and Benicia have been operating on the East Bay Regional Communications System Authority (EBRCSA) network. The County is now near completion of Phase One of its P25 expansion and is ready to transition Vallejo and Benicia onto the Solano County system, with a planned go-live in June 2026.

Phase One represents a key milestone toward a unified countywide system. Phase Two will expand coverage

to additional jurisdictions including Dixon, Rio Vista, and fire districts, further strengthening regional interoperability.

Licensing Agreements (Vallejo and Benicia)

To support Phase One implementation of the Public Safety Communications System, the County has developed standardized Licensing Agreements with the Cities of Vallejo and Benicia. These agreements authorize each city to access and operate on the County's P25 system under defined terms and conditions. Each agreement provides a non-exclusive, revocable license for public safety use of the system and establishes a five-year term beginning July 1, 2026 and ending July 1, 2031. The agreements outline the respective roles and responsibilities of the County and each city regarding system operations, maintenance, and user equipment, and include annual service fees calculated according to the number of subscriber radios assigned to each jurisdiction.

These agreements establish the framework for each city to operate on the County's P25 system and formalize cost-sharing for ongoing system use. Revenue generated through these agreements will be used to support system operations, including maintenance, lifecycle replacement, software upgrades, cybersecurity updates, and service agreements necessary to sustain the expanded radio infrastructure.

Specifically, licensing revenues are intended to offset costs associated with the Motorola System Upgrade Agreement (SUA II), essential services, and ongoing maintenance of the South Simulcast cell infrastructure that enables the transition of Vallejo and Benicia onto the County system. This funding model ensures long-term sustainability of the regional system while equitably distributing costs among participating jurisdictions based on system usage.

The City of Vallejo approved their agreement on March 11, 2026 and the City of Benicia is anticipated to approve their agreement on April 7, 2026.

Federal Community Project Funding (DOJ COPS Office)

Solano County has been identified as a recipient of \$1,031,000 in federal Community Project Funding for the project titled "Solano County Radio Infrastructure and Interoperability Improvements." The funding will be administered through the U.S. Department of Justice Office (DOJ) of Community Oriented Policing Services (COPS) Technology and Equipment Program.

Acceptance of the funds will require submission of a formal application through the DOJ grants process and execution of associated grant agreements. Authorization is therefore requested for the County Administrator to execute all required grant documents on behalf of the County.

ALTERNATIVES:

The Board may choose not to receive the presentation, authorize execution of the licensing agreements, or accept the federal funding; however, this is not recommended as it would delay implementation of Phase One and limit interoperability improvements for participating jurisdictions.

OTHER AGENCY INVOLVEMENT:

DoIT coordinated with the County Administrator's Office, County Counsel, Risk Management, Public Safety Communications stakeholders, the Cities of Vallejo and Benicia, and federal grant administrators associated

with the COPS Office funding.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

SOLANO COUNTY PUBLIC SAFETY COMMUNICATIONS SYSTEM LICENSING AGREEMENT

This Solano County Public Safety Communications System Licensing Agreement (the "Agreement") is made and entered into as of 7/1/26 between the County of Solano (hereinafter "County") and the City of Vallejo ("Vallejo") referred to as the "City." The County and the City are sometimes individually referred to as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, the County owns and operates a Motorola P25 digital radio system core and is adding a new South Simulcast Cell under contract with Motorola (collectively, the "System") to provide reliable public safety voice communications within Solano County;

WHEREAS, Vallejo has public safety agencies (police, fire, and other emergency services) that require access to a P25 radio network and has historically participated in the East Bay Regional Communications System Authority (EBRCSA);

WHEREAS, Vallejo desires to transition from the EBRCSA network and access the County's System to improve interoperability and service, under terms that mirror the costs they would have incurred with EBRCSA;

WHEREAS, the County is willing to provide the City with licensed access to its System under a standard agreement that covers the City, with the understanding that this is a transitional arrangement pending a potential future full integration of the City into the County's radio system;

WHEREAS, the County and the City agree that neither Party shall charge the other for the use of County- or City-owned land, buildings, or facilities that support the System during the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the Parties agree as follows:

1. Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below:

- 1.1 System: The County's Motorola P25 radio network core infrastructure and the South Simulcast Cell (radio tower and transmitter network) that will provide coverage in the southern region of Solano County, including Vallejo and Benicia, as described in Exhibit A.

- 1.2 **Subscriber Radio:** A mobile or portable two-way radio unit (or other authorized communication device) operated by the City's public safety agencies and programmed to operate on the System.
- 1.3 **Dispatch Center:** A City or County emergency communications or dispatch facility where dispatch console equipment is located and connected to the System.
- 1.4 **Demarcation Point:** The point of interface between the County's System and a City's own communications equipment. This is typically the network connection point or console gateway at the City's Dispatch Center. The County's maintenance responsibility for the System extends up to this Demarcation Point.
- 1.5 **Service Fee:** The yearly fee that a City must pay to the County for access to and use of the System, as detailed in Section 5.
- 1.6 **Optional Services:** Additional technical or support services that the County may provide to a City (such as radio programming or console maintenance) under a separate agreement, as described in Section 8.
- 1.7 **Transition Period:** The term of this Agreement, during which Vallejo uses the System under this transitional arrangement, with the expectation of full system integration at a future date.

2. Grant of License and Scope of Use

2.1 **License to Use System:** The County hereby grants to the City a non-exclusive, revocable license to access and use the System for the purpose of public safety communications. This license permits the City's Subscriber Radios and dispatch consoles to operate on the County's P25 core and South Simulcast Cell.

2.2 **Scope:** The City's use of the System shall be solely for official governmental and public safety purposes. No commercial use or third-party use of the System by the City is permitted under this Agreement.

2.3 **No Transfer:** The City shall not sub-license, assign, or transfer its rights to use the System to any other entity without the County's prior written consent.

2.4 **Compliance:** The City agrees that all use of the System will comply with applicable laws, Federal Communications Commission (FCC) regulations, and any reasonable operating rules or protocols provided by the County for System users. The County will provide the City with any such operating guidelines at or before the commencement of service and as updated from time to time.

3. Term of Agreement

3.1 Term: The term of this Agreement shall begin on July 1, 2026. The Agreement shall remain in effect through July 1, 2031, unless earlier terminated as provided in this Agreement.

3.2 Transitional Nature: The Parties acknowledge that this Agreement is intended as a transitional solution. By the end of the term of the Agreement, the City anticipates becoming fully integrated into the County's radio system under a long-term arrangement or successor agreement (such as joining a radio-as-a-service, joint powers authority or other governance structure by 2031).

3.3 Extension or Renewal: Any extension or renewal of this Agreement beyond July 1, 2031, or any new agreement formalizing the City's full integration into the System, shall be negotiated in good faith and will require the approval of the governing bodies of the Parties prior to the expiration of this Agreement.

3.4 Early Termination: This Agreement may be terminated prior to July 1, 2031 under the following circumstances:

3.4.2 Breach: If either Party fails to perform a material obligation under this Agreement, and fails to remedy the breach after receiving a written notice specifying the breach and a reasonable opportunity to cure, the non-breaching Party may terminate this Agreement upon not less than ten business days' written notice to the other Party.

3.4.3 Legal Requirement: If continued performance of this Agreement becomes unlawful or impossible due to change in law or regulation, upon 10 business days' written notice by the terminating Party.

3.5 Effect of Termination: Upon termination or expiration of this Agreement, the City's access to the System will be disconnected in an orderly manner. The City shall pay any outstanding fees owed. Sections 10.1 and 10.2 shall survive termination or expiration of this Agreement. Absent City termination for County's breach, any fees paid by the City in advance will not be returned upon early termination.

4. Coordination and Input

4.1 The Parties agree that open communication and coordination are essential to the effective operation of the System for all users. To that end:

4.1.1 Regular Coordination Meetings: The County will host periodic coordination meetings (for example, quarterly or semi-annually) with representatives from the City. The purpose of these meetings is to discuss System performance, coverage, capacity, upcoming upgrades or maintenance, and to hear any concerns or suggestions from the City.

4.1.2 City Input: The County values the input of the City regarding the System's operation. Although formal joint governance bodies are not established under this

Agreement, the County will in good faith consider the City's feedback when making decisions that could significantly affect the City's use of the System.

4.1.3 Notification of Changes: The County will provide reasonable advance notice to the City of any planned significant changes to the System that may impact the City's communications (e.g. software upgrades, changes in coverage patterns, extended maintenance outages). The County will strive to schedule any routine maintenance in a manner that minimizes disruption to the City.

4.1.4 Emergency Coordination: In the event of major emergencies or System outages affecting the City, the County and City technical staff will promptly communicate and coordinate to restore full functionality. The County will keep the City informed of status and actions during such events.

5. Fees and Payment Terms

5.1 Service Fee: The City shall pay the County a fixed annual service fee, based on the following calculation:

City: 510 radios × \$49 × 12 months = \$299,880 per year

5.2 These amounts are fixed for the duration of this Agreement (through July 1, 2031), regardless of whether the City's actual radio count increases or decreases.

5.3 Billing and Invoicing: The County will issue invoices in advance to the City on a yearly basis for the Service Fee. Each invoice will show the total amount due. Payment shall be due within 30 days of the invoice date, unless otherwise agreed in writing.

5.4 Payment Method: Payments shall be made by the City to the County by check, electronic transfer, or other agreed method. The County will provide the necessary payment instructions on the invoices.

5.5 Late Payments: If the City fails to pay an invoice by the due date, the County will provide written notice to the City's designated contact. The City shall have a cure period of ten days after receipt of notice to remit payment. Late payments may be subject to interest or penalties in accordance with County policy or as permitted by law.

5.6 Fee Adjustments: The fixed fee of \$299,880 per year is intended to match what the City would have paid under their previous arrangement with EBRCSA. The Parties agree that this rate shall remain unchanged through the term of this Agreement. Any proposal to change the rate (for example, in an extended term or new agreement after 2031) shall require mutual agreement in writing.

5.7 No Other User Fees: Aside from the Service Fee described above, the County shall not impose additional user fees or subscription charges on the City for routine access to the

System under this Agreement. This does not preclude charges for any Optional Services outside the scope of this Agreement, as described in Section 8.

6. Responsibilities of the County

6.1 The County shall perform the following responsibilities under this Agreement:

6.1.1 **System Operation and Maintenance:** The County will operate, maintain, and manage the P25 radio core infrastructure and South Simulcast Cell to ensure reliable communications for the City. This includes hardware, software, and network components of the System, such as radio core controllers, tower sites, antennas, repeaters, microwave/fiber backhaul connecting sites, and associated power systems.

6.1.2 **Infrastructure Up to Demarcation:** The County's responsibility extends to maintaining all System equipment and network links up to the Demarcation Point at the City's Dispatch Center. The Demarcation Point is the interface where the City's dispatch console or network connects to the County's System. The County will ensure that connectivity to that point is functional and will troubleshoot/repair any System issues up to that point.

6.1.3 **Coverage and Capacity:** The County will use reasonable efforts to provide radio coverage and capacity within the City that is consistent with public safety grade communications, but does not guarantee coverage. The new South Simulcast Cell is intended to cover these areas; the County will monitor performance and address coverage deficiencies or capacity issues as feasible, informing the City of any limitations encountered.

6.1.4 **Talkgroup and ID Management:** The County will provide the necessary system access IDs, talkgroup assignments, and fleet mapping for the City's use of the System. Subject to the City's responsibility for actual programming as noted in Section 7, County radio technicians will coordinate with City personnel to program the System parameters (such as talkgroup IDs, encryption keys if used, etc.) into the City's Subscriber Radios.

6.1.5 **Technical Support:** The County will designate a System Manager or technical point of contact that the City can contact for support or to report issues. The County will respond promptly to any reported System malfunctions or outages affecting the City and will work diligently to restore full service.

6.1.6 **System Upgrades:** The County will be responsible for all necessary upgrades and updates to the System hardware and software during the term of this Agreement. The County will notify the City in advance of any upgrades that may require reprogramming of subscriber units or changes in operation and will coordinate scheduling to minimize disruption.

6.1.7 **Licenses and Permits:** The County will obtain and maintain any FCC licenses, frequency authorizations, or other regulatory approvals required for operation of the

System. The County will ensure that the System remains in compliance with all applicable laws and regulations.

6.1.8 Insurance: (If applicable) The County will maintain appropriate insurance coverage for its System infrastructure and operations, which may include self-insurance. This Agreement does not in any way obligate the County to maintain insurance coverage for the City's equipment or activities. The County will maintain liability insurance for its own activities as required by law or County policy.

7. Responsibilities of the City

7.1 The City (Vallejo) shall have the following responsibilities under this Agreement:

7.1.1 Subscriber Radios and Equipment: The City is responsible for procuring, owning, and maintaining its Subscriber Radios and associated equipment such as chargers, vehicle radio units, antennas, etc.. The radios must be compatible with the County's P25 System, and meet the technical specifications provided by the County.

7.1.2 Radio Programming: Initial programming of the City's Subscriber Radios with the County's System information (i.e., talkgroups, frequencies, encryption keys, etc.) is the responsibility of the County under contract with Motorola. The County will provide the necessary System data and coordination, but the City will ensure their radios are made available on a timely basis so they are correctly programmed and updated. Subsequent programming of the City's' Subscriber Radios with the County's System information (i.e., talkgroups, frequencies, encryption keys, etc.) is the responsibility of the City. If the City lack technical capacity, they may request programming assistance from the County as an Optional Service per Section 8.

7.1.3 Dispatch Console Equipment: Initial programming of the City's consoles with the County's System information (i.e., talkgroups, frequencies, encryption keys, etc.) is the responsibility of the County under contract with Motorola. Subsequent to initial programming, the City is responsible for the operation and maintenance of its own dispatch center console equipment and any other communications infrastructure on the City's side of the Demarcation Point. This includes console hardware, dispatcher workstations, logging recorders, and the connection from the console to the Demarcation Point. The City will ensure its console equipment is compatible with the System interface and meets any technical requirements specified by the County. If the City lacks technical capacity, they may request programming assistance from the County as an Optional Service per Section 8.

7.1.4 Adherence to Operating Guidelines: The City shall ensure that its personnel use the System in accordance with any reasonable operating procedures or protocols established by the County (e.g., radio discipline, use of talkgroups, emergency button use,

etc.). The City will train its radio users on proper operation within a multi-agency radio system to prevent harmful interference or misuse.

7.1.5 **Payment of Fees:** The City will timely pay the Service Fees as described in Section 5. The City is only responsible for its own fees.

7.1.6 **Incident Reporting:** If the City experiences any significant radio communication issue, interference, or suspected malfunction that may be related to the System, it shall promptly notify the County’s technical contact so that the issue can be investigated and resolved collaboratively.

7.1.7 **No Unauthorized Changes:** The City shall not modify or attempt to modify any part of the County’s System. The City will not add any infrastructure such as additional sites or channels to the System or connect third-party equipment to the System without the County’s prior written approval. Any integration of City-owned infrastructure (e.g., a City-owned radio site) with the System would require a separate agreement or amendment.

7.1.8 **Compliance and Cooperation:** The City will comply with all applicable laws and regulations in its use of the System. The City will cooperate with the County in any investigations or troubleshooting of System issues and will make knowledgeable staff available for coordination as needed.

8. Optional Services by the County

8.1 This Agreement primarily covers the City’s access to and use of the System. The Parties recognize that the City may have needs for additional technical services related to its radio equipment (“Optional Services”). The County may, at the City’s request and under separate arrangements, provide such Optional Services. Examples of Optional Services include:

8.1.1 **Subscriber Radio Programming and Setup:** If the City requests, the County’s radio technicians can perform programming of the City’s Subscriber Radios or assist with configuring them for the System over and above the programming services set forth in Section 7.1.2 above. Any such work, and any charges for it, would be detailed in a separate memorandum or work order agreed to by the Parties.

8.1.2 **Console Configuration and Maintenance:** The County could assist with configuring the City’s dispatch console to interface with the System (for instance, setting up talkgroup selections, templates, or network configurations) in addition to that set forth in section 7.1.3 above. Ongoing maintenance or support of console equipment can also be provided if separately agreed. These services would be outside the scope of the core System access license and may involve additional fees or a separate support contract.

8.1.3 **Radio Repair Services:** If the City does not have its own radio repair capabilities, the City may engage the County’s radio shop to repair or service Subscriber

Radios or related equipment. Again, the terms for any such repair services would be handled under a separate agreement or on a fee-for-service basis, not covered by the yearly Service Fee.

8.1.4 **Training:** The County could provide training sessions for City personnel on use of the System or new features. For example, if a System upgrade introduces new user features. Training arrangements would be coordinated as needed and are typically provided as a courtesy or at the agreed cost if they require significant resources.

8.2 Any Optional Services requested by the City and provided by the County shall be documented in writing (for example, in a letter agreement, addendum, or services contract) including the scope of services and any costs. The City is under no obligation to procure any Optional Services, and its decision to do so or not to do so will not affect its rights under this Agreement to access the System. Likewise, the County is not obligated by this Agreement to provide Optional Services and may decline a request, unless otherwise required by a separate agreement.

9. Transition to Full Integration

9.1 The Parties acknowledge that this Agreement serves as an interim solution until full integration of the City into a long-term regional radio system framework. Pursuant to that understanding:

9.1.1 **Future Planning:** The County, in consultation with the City, will continue to plan for the incorporation of the City as a permanent participant in the Solano County radio system (or any regional/joint system that may supersede it). This may involve exploring governance options such as Radio-as-a-Service, joint powers agreements, cost-sharing for future infrastructure, and inclusion of the City in long-term system expansion or upgrades.

9.1.2 **Good Faith Negotiation:** No later than one year prior to the expiration of this Agreement (by June-2030), the Parties shall initiate good faith discussions on the framework for the post-2031 arrangement. This could result in an extension of this Agreement, a new agreement, or another mechanism to ensure the City's continued radio communications service without interruption.

9.1.3 **Continued Service Commitment:** The Parties intend that the City will not be left without radio service upon the expiration of this Agreement. The Parties commit to work towards a seamless transition. If unforeseen delays occur in finalizing the post-2031 integration, the Parties may mutually agree to an extension of this Agreement as necessary to bridge any gap.

9.2 **Technology Updates:** By 2031, technology or industry standards may have evolved. The County will keep the City informed about any next-generation radio system developments (e.g., new P25 phases, LTE interoperable systems, etc.) that could influence the integration

plan. The City will be given opportunity to participate in any pilot programs or planning meetings about the future system as it relates to their needs.

9.3 Non-Binding Intent: This Section 9 outlines the Parties' intentions and planning efforts. Except for the obligation to negotiate in good faith as noted above, this Section 9 is a statement of intent and is not intended to create a binding obligation to enter a future agreement. Any actual integration or new partnership will be set forth in a future written agreement approved by both Parties' governing bodies.

10. General Provisions

10.1 Indemnification: The City agrees to indemnify, defend, and hold harmless the County, its officers, employees, and agents from and against any claims, liabilities, damages, or costs (including reasonable attorney's fees) arising out of the City's use of the System or any services under this Agreement, except to the extent caused by the sole negligence or willful misconduct of the County. The County similarly agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against claims, liabilities, damages, or costs arising out of the County's ownership and operation of the System under this Agreement, except to the extent caused by the City's sole negligence or willful misconduct.

10.2 Limitation of Liability: In no event shall either Party be liable to the other for any indirect, special, incidental, or consequential damages (such as lost profits, lost communication time, or loss of data) arising out of or related to this Agreement or the use of the System, even if advised of the possibility of such damages. This Section does not limit either Party's obligation to make payments owed under this Agreement or to indemnify as provided above.

10.3 Insurance Requirements: Each Party shall maintain insurance or self-insurance sufficient to meet its obligations under this Agreement and as required by law. Upon request, a Party will provide proof of insurance or self-insurance to the other.

10.4 Notices: Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by commercial courier, or mailed by certified mail (return receipt requested) to the following representatives for each Party:

For County: [Name, Title, Address of County's Contact for contract notices]

For City of Vallejo: [Name, Title, Address of Vallejo's Contact]

Routine operational communications (e.g., outage notifications, meeting announcements) may be made by email to designated points of contact, but formal notices regarding breach, termination, or legal matters must be delivered as stated above.

10.5 Entire Agreement: This Agreement constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, and warranties, whether oral or written, with respect to such subject matter. No attachments or exhibits are incorporated unless expressly listed and attached hereto.

10.6 Amendments: Any amendment or modification to this Agreement must be in writing and signed by authorized representatives of the County and the City. No oral modifications shall be valid.

10.7 Governing Law and Venue: This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any legal action or proceeding arising out of or relating to this Agreement shall be brought in a court of competent jurisdiction in Solano County, California, and the Parties hereby consent to the jurisdiction and venue of such courts.

10.8 Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be severed from the Agreement and the remaining provisions shall remain in full force and effect, provided that severing the invalid provision does not materially alter the rights or obligations of the Parties.

10.9 No Third-Party Beneficiaries: This Agreement is for the benefit of the County and the City only and is not intended to confer any rights or benefits on any third parties (including any residents of the City or other agencies). No entity or person not a signatory to this Agreement shall have any right to enforce any term of this Agreement.

10.10 Independent Entities: The Parties are independent governmental entities. Nothing in this Agreement shall be interpreted as creating an agency, partnership, or joint venture between the County and the City. Each Party retains full control over its employees and operations.


10.11 Authority to Execute: Each person signing this Agreement represents and warrants that they have the appropriate authority to execute this Agreement on behalf of the Party for whom they sign, and to bind that Party to the terms of this Agreement.

10.12 Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic or PDF signatures shall be deemed equivalent to original signatures for the purposes of executing this Agreement.

11. Signatures

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

[Faint signature]

Signed by:

OF60CAE6778840F

County of Solano
By: Ian M. Goldberg
Title: County Administrator
Date: _____

City of Vallejo
By: Andrew Murray
Title: City Manager
Date: 3/11/2026

Exhibit A: Project Description

1. The Solano County P25 System Expansion Project is a strategic initiative to enhance interoperable emergency communications within Solano County, beginning with a new simulcast cell serving the City of Vallejo. This expansion forms a key phase in the County’s long-term plan to develop a comprehensive, countywide digital radio network using Motorola’s ASTRO® 25 Phase 2 technology.

This project establishes a 4-site, 6-channel simulcast subsystem, fully integrated into the existing Solano County P25 Core located at the Solano County Data Center. The system operates in the 800 MHz band and provides enhanced coverage, capacity, and security for public safety communications in the southwest region of the county.

2. Project Focus Area: Vallejo and Benicia

The immediate purpose of this expansion is to deliver reliable portable radio coverage throughout the cities of Vallejo and Benicia. These areas are served by a new simulcast cell connected via a digital microwave backhaul loop. Each site supports voice and data operations using both FDMA and TDMA-capable radios.

3. Simulcast Cell Site Overview:

Site Name	Role	RF Channels	FDMA Only Channels	TDMA Equipped Channels	Total Talkpaths
Courthouse	Prime / RF Remote	6	2	4	9
Fairgrounds	Geo-Prime / RF Remote	6	2	4	9
Southampton	RF Remote (New Shelter)	6	2	4	9
Cummings	RF Remote	6	2	4	9
Hiddenbrooke	ASR (Existing)	3	1	2	4

4. Encryption and Security

The system supports AES-256 encryption allowing for secure end-to-end voice communications across all participating agencies. This level of encryption meets or exceeds federal security standards and ensures compliance with CJIS and other public safety requirements.

5. Part of a Larger System Expansion

- a. While this project centers on Vallejo and Benicia, it is part of a larger countywide vision for Solano County. The overall conceptual plan includes:

- i. The existing Northeast Simulcast subsystem, serving Fairfield, Vacaville, and Suisun City
 - ii. Several standalone ASR sites (e.g., Hiddenbrooke, Red Top, Rio Vista, Kregor) providing coverage in rural or terrain-limited areas
 - iii. A countywide MPLS microwave backhaul network, supporting high-throughput, resilient communications
 - iv. Potential future integration with regional systems such as EBRCSA, Yolo, and Sacramento County for seamless mutual aid
- b. This phase lays the foundation for scalable future growth and broader regional interoperability.

6. System Standards and Reliability

All new repeater sites are built to Motorola R56 guidelines, with emergency backup power (e.g., generator, battery, solar, etc.) to ensure continuity during power outages. The system supports Dynamic Dual Mode (DDM), enabling both FDMA and TDMA operation across channels. Equipment installed at each site includes tower-mounted amplifiers, microwave gear, and simulcast synchronization hardware.

7. Conclusion

The Solano County P25 Expansion Project enhances public safety communications by providing secure, reliable, and interoperable radio coverage to Vallejo and Benicia. It represents a critical milestone toward a fully integrated, countywide system — scalable for future needs and responsive to the evolving demands of modern emergency response.

SOLANO COUNTY PUBLIC SAFETY COMMUNICATIONS SYSTEM LICENSING AGREEMENT

This Solano County Public Safety Communications System Licensing Agreement (the "Agreement") is made and entered into as of _____, between the County of Solano (hereinafter "County") and the City of Benicia ("Benicia") referred to as the "City." The County and the City are sometimes individually referred to as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, the County owns and operates a Motorola P25 digital radio system core and is adding a new South Simulcast Cell under contract with Motorola (collectively, the "System") to provide reliable public safety voice communications within Solano County;

WHEREAS, Benicia has public safety agencies (police, fire, and other emergency services) that require access to a P25 radio network and has historically participated in the East Bay Regional Communications System Authority (EBRCSA);

WHEREAS, Benicia desires to transition from the EBRCSA network and access the County's System to improve interoperability and service, under terms that mirror the costs they would have incurred with EBRCSA;

WHEREAS, the County is willing to provide the City with licensed access to its System under a standard agreement that covers the City, with the understanding that this is a transitional arrangement pending full integration of the City into the County's radio system;

WHEREAS, the County and the City agree that neither Party shall charge the other for the use of County- or City-owned land, buildings, or facilities that support the System during the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the Parties agree as follows:

1. Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below:

- 1.1 System: The County's Motorola P25 radio network core infrastructure and the South Simulcast Cell (radio tower and transmitter network) that will provide coverage in the southern region of Solano County, including Vallejo and Benicia, as described in Exhibit A.
- 1.2 Subscriber Radio: A mobile or portable two-way radio unit (or other authorized communication device) operated by the City's public safety agencies and programmed to operate on the System.

- 1.3 Dispatch Center: A City or County emergency communications or dispatch facility where dispatch console equipment is located and connected to the System.
- 1.4 Demarcation Point: The point of interface between the County's System and a City's own communications equipment. This is typically the network connection point or console gateway at the City's Dispatch Center. The County's maintenance responsibility for the System extends up to this Demarcation Point.
- 1.5 Service Fee: The yearly fee that a City must pay to the County for access to and use of the System, as detailed in Section 5.
- 1.6 Optional Services: Additional technical or support services that the County may provide to a City (such as radio programming or console maintenance) under a separate agreement, as described in Section 8.
- 1.7 Transition Period: The term of this Agreement, during which Benicia uses the System under this transitional arrangement, pending full integration of the City into the County's radio system at a future date.

2. Grant of License and Scope of Use

2.1 License to Use System: The County hereby grants to the City a non-exclusive, revocable license to access and use the System for the purpose of public safety communications. This license permits the City's Subscriber Radios and dispatch consoles to operate on the County's P25 core and South Simulcast Cell.

2.2 Scope: The City's use of the System shall be solely for official governmental and public safety purposes. No commercial use or third-party use of the System by the City is permitted under this Agreement.

2.3 No Transfer: The City shall not sub-license, assign, or transfer its rights to use the System to any other entity without the County's prior written consent.

2.4 Compliance: The City agrees that all use of the System will comply with applicable laws, Federal Communications Commission ("FCC") regulations, and any reasonable operating rules or protocols provided by the County for System users. The County will provide the City with any such operating guidelines at or before the commencement of service and as updated from time to time.

3. Term of Agreement

3.1 Term: The term of this Agreement shall begin on July 1, 2026. The Agreement shall remain in effect through July 1, 2031, unless earlier terminated as provided in this Agreement.

3.2 Transitional Nature: The Parties acknowledge that this Agreement is intended as a transitional solution. By the end of the term of the Agreement, the City may and anticipates becoming fully integrated into the County's radio system under a long-term arrangement or successor agreement (such as joining a radio-as-a-service, joint powers authority or other governance structure by 2031).

3.3 Extension or Renewal: Any extension or renewal of this Agreement beyond July 1, 2031, or any new agreement formalizing the City's full integration into the System, shall be negotiated in good faith and approved by the governing bodies of the Parties prior to the expiration of this Agreement.

3.4 Early Termination: This Agreement may be terminated prior to July 1, 2031 under the following circumstances:

3.4.2 Breach: If either Party fails to perform a material obligation under this Agreement, and fails to remedy the breach after receiving a written notice within ten (10) business days specifying the breach and a reasonable opportunity to cure, the non-breaching Party may terminate this Agreement upon not less than ten (10) business days' written notice to the other Party after the breaching Party was provided sufficient notice and reasonable opportunity to cure.

3.4.3 Legal Requirement: If continued performance of this Agreement becomes unlawful or impossible due to change in law or regulation, then the terminating Party shall provide written notice upon ten (10) business days.

3.5 Effect of Termination: Upon termination or expiration of this Agreement, the County will provide, within thirty (30) calendar days, written notice that the City's access to the System will be disconnected in an orderly manner. The City shall pay any outstanding fees owed. Sections 10.1 and 10.2 shall survive termination or expiration of this Agreement.

4. Coordination and Input

4.1 The Parties agree that open communication and coordination are essential to the effective operation of the System for all System users. To that end:

4.1.1 Regular Coordination Meetings: The County will host periodic coordination meetings (for example, quarterly or semi-annually) with representatives from the City. The purpose of these meetings is to discuss System performance, coverage, capacity, upcoming upgrades or maintenance, and to hear any concerns or suggestions from the City.

4.1.2 City Input: The County values the input of the City regarding the System's operation. Although formal joint governance bodies are not established under this Agreement, the County will in good faith consider the City's feedback when making decisions that could significantly affect the City's use of the System.

4.1.3 Notification of Changes: The County will provide reasonable advance written notice to the City of any planned significant changes to the System that may impact the City's communications (e.g. software upgrades, changes in coverage patterns, extended maintenance outages). The County will strive to schedule any routine maintenance in a manner that minimizes disruption to the City.

4.1.4 Emergency Coordination: In the event of major emergencies or System outages affecting the City, the County and City technical staff will promptly communicate and coordinate to restore full functionality. The County will keep the City informed of status and actions during such events.

5. Fees and Payment Terms

5.1 Service Fee: The City shall pay the County a fixed annual service fee, based on the following calculation:

City: $188 \text{ radios} \times \$49 \times 12 \text{ months} = \$110,544 \text{ per year}$

5.2 These amounts are fixed for the duration of this Agreement (through July 1, 2031), regardless of whether the City's actual radio count increases or decreases.

5.3 Billing and Invoicing: The County will issue invoices in advance to the City on a yearly basis for the Service Fee. Each invoice will show the total amount due. Payment shall be due within thirty (30) days of the invoice date, unless otherwise agreed in writing.

5.4 Payment Method: Payments shall be made by the City to the County by check, electronic transfer, or other agreed method. The County will provide the necessary payment instructions on the invoices.

5.5 Late Payments: If the City fails to pay an invoice by the due date, the County will provide written notice to the City's designated contact. The City shall have a cure period of ten (10) business days after receipt of notice to remit payment. Late payments may be subject to interest or penalties in accordance with County policy or as permitted by state law.

5.6 Fee Adjustments: The fixed fee of \$110,544 per year is intended to match what the City would have paid under their previous arrangement with EBRCSA. The Parties agree that this rate shall remain unchanged through the term of this Agreement. Any proposal to change the rate (for example, in an extended term or new agreement after 2031) shall require mutual agreement in writing.

5.7 No Other User Fees: Aside from the Service Fee described above, the County shall not impose additional user fees or subscription charges on the City for routine access to the System under this Agreement. This does not preclude charges for any Optional Services outside the scope of this Agreement, as described in Section 8.

6. Responsibilities of the County

6.1 The County shall perform the following responsibilities under this Agreement:

6.1.1 System Operation and Maintenance: The County will operate, maintain, and manage the P25 radio core infrastructure and South Simulcast Cell to ensure reliable communications for the City. This includes but not limited to hardware, software, and network components of the System, such as radio core controllers, tower sites, antennas, repeaters, microwave/fiber backhaul connecting sites, and associated power systems.

6.1.2 Infrastructure Up to Demarcation: The County's responsibility extends to maintaining all System equipment and network links up to the Demarcation Point at the City's Dispatch Center. The Demarcation Point is the interface where the City's dispatch console or network connects to the County's System. The County will ensure that connectivity to that point is functional and will troubleshoot and repair any System issues up to that point.

6.1.3 Coverage and Capacity: The County will use reasonable efforts to provide radio coverage and capacity within the City that is consistent with public safety grade communications, but does not guarantee coverage. The new South Simulcast Cell is intended to cover these areas; the County will monitor performance and address coverage deficiencies or capacity issues as feasible, informing the City of any limitations encountered.

6.1.4 Talk-group and ID Management: The County will provide the necessary system access IDs, talk-group assignments, and fleet mapping for the City's use of the System. Subject to the City's responsibility for actual programming as noted in Section 7, County radio technicians will coordinate with City personnel to program the System parameters (such as talk-group IDs, encryption keys if used, etc.) into the City's Subscriber Radios.

6.1.5 Technical Support: The County will designate a System Manager or technical point of contact that the City can contact for support or to report issues. The County will respond promptly to any reported System malfunctions or outages affecting the City and will work diligently to restore full service.

6.1.6 System Upgrades: The County will be responsible for all necessary upgrades and updates to the System hardware and software during the term of this Agreement. The County will notify the City in advance of any upgrades that may require reprogramming of subscriber units or changes in operation and will coordinate scheduling to minimize disruption.

6.1.7 Licenses and Permits: The County will obtain and maintain any FCC licenses, frequency authorizations, or other regulatory approvals required for operation of the System. The County will ensure that the System remains in compliance with all applicable federal and state laws and regulations.

6.1.8 Insurance: (If applicable) The County will maintain appropriate insurance coverage for its System infrastructure and operations, which may include self-insurance. This Agreement does not in any way obligate the County to maintain insurance coverage for the City's equipment or activities. The County will maintain liability insurance for its own activities as required by law or County policy.

7. Responsibilities of the City

7.1 The City shall have the following responsibilities under this Agreement:

7.1.1 Subscriber Radios and Equipment: The City is responsible for procuring, owning, and maintaining its Subscriber Radios and associated equipment such as chargers, vehicle radio units, antennas, etc. The radios must be compatible with the County's P25 System, and meet the technical specifications provided by the County.

7.1.2 Radio Programming: Initial programming of the City's Subscriber Radios with the County's System information (i.e., talk-groups, frequencies, encryption keys, etc.) is the responsibility of the County under contract with Motorola. The County will provide the necessary System data and coordination, but the City will ensure their radios are made available on a timely basis so they are correctly programmed and updated. Subsequent programming of the City's Subscriber Radios with the County's System information (i.e., talk-groups, frequencies, encryption keys, etc.) is the responsibility of the City. If the City lack technical capacity, they may request programming assistance from the County as an Optional Service per Section 8.

7.1.3 Dispatch Console Equipment: Initial programming of the City's consoles with the County's System information (i.e., talk-groups, frequencies, encryption keys, etc.) is the responsibility of the County under contract with Motorola. Subsequent to initial programming, the City is responsible for the operation and maintenance of its own dispatch center console equipment and any other communications infrastructure on the City's side of the Demarcation Point. This includes console hardware, dispatcher workstations, logging recorders, and the connection from the console to the Demarcation Point. The City will ensure its console equipment is compatible with the System interface and meets any technical requirements specified by the County. If the City lacks technical capacity, they may request programming assistance from the County as an Optional Service per Section 8.

7.1.4 Adherence to Operating Guidelines: The City shall ensure that its personnel use the System in accordance with any reasonable operating procedures or protocols established by the County (e.g., radio discipline, use of talk-groups, emergency button use, etc.). The City will train its radio users on proper operation within a multi-agency radio system to prevent harmful interference or misuse.

7.1.5 Payment of Fees: The City will timely pay the Service Fees as described in Section 5. The City is only responsible for its own fees.

7.1.6 Incident Reporting: If the City experiences any significant radio communication issue, interference, or suspected malfunction that may be related to the System, it shall promptly notify the County's technical contact so that the issue can be investigated and resolved collaboratively.

7.1.7 No Unauthorized Changes: The City shall not modify or attempt to modify any part of the County's System. The City will not add any infrastructure such as additional sites or channels to the System or connect third-party equipment to the System without the County's prior written approval. Any integration of City-owned infrastructure (e.g., a City-owned radio site) with the System would require a separate agreement or amendment.

7.1.8 Compliance and Cooperation: The City will comply with all applicable laws and regulations in its use of the System. The City will cooperate with the County in any investigations or troubleshooting of System issues and will make knowledgeable staff available for coordination as needed.

8. Optional Services by the County

8.1 This Agreement primarily covers the City's access to and use of the System. The Parties recognize that the City may have needs for additional technical services related to its radio equipment ("Optional Services"). The County may, at the City's request and under separate arrangements, provide such Optional Services. Optional Services include but not limited to the following:

8.1.1 Subscriber Radio Programming and Setup: If the City requests, the County's radio technicians can perform programming of the City's Subscriber Radios or assist with configuring them for the System. Any such work, and any charges for it, would be detailed in a separate memorandum or work order agreed to by the Parties.

8.1.2 Console Configuration and Maintenance: The County may assist with configuring the City's dispatch console to interface with the System (for instance, setting up talk-group selections, templates, or network configurations). Ongoing maintenance or support of console equipment can also be provided if mutually agreed in writing by the Parties. These services would be outside the scope of the core System access license and may involve additional fees or a separate support contract.

8.1.3 Radio Repair Services: If the City does not have its own radio repair capabilities, the City may engage the County's radio shop to repair or service Subscriber Radios or related equipment. Again, the terms for any such repair services would be handled under a separate agreement or on a fee-for-service basis, not covered by the yearly Service Fee.

8.1.4 Training: The County may provide training sessions for City personnel on use of the System or new features. For example, if a System upgrade introduces new user

features. Training arrangements shall be coordinated as needed and are typically provided as a courtesy or at the agreed cost if they require significant resources.

8.2 Any Optional Services requested by the City and provided by the County shall be documented in writing (for example, in a letter agreement, addendum, or services contract) including the scope of services and any costs. The City is under no obligation to procure any Optional Services, and the City's acceptance of Optional Services will not affect the City's right to access the System under the terms of this Agreement. Likewise, the County is not obligated by this Agreement to provide Optional Services unless otherwise required by a separate agreement.

9. Transition to Full Integration

9.1 The Parties acknowledge that this Agreement serves as an interim solution until full integration of the City into a long-term regional radio system framework. Pursuant to that understanding:

9.1.1 **Future Planning:** The County, in consultation with the City, will continue to plan for the incorporation of the City as a permanent participant in the Solano County radio system (or any regional/joint system that may supersede it). This may involve exploring governance options such as Radio-as-a-Service, joint powers agreements, cost-sharing for future infrastructure, and inclusion of the City in long-term system expansion or upgrades.

9.1.2 **Good Faith Negotiation:** No later than one (1) year prior to the expiration of this Agreement (by June-2030), the Parties shall initiate good faith discussions on the framework for the post-2031 arrangement. This may result in an extension of this Agreement, a new agreement, or another mechanism to ensure the City's continued radio communications service without interruption. The Parties are not contractually obligated to perform under the terms of a new agreement without prior review and mutual assent to the terms of an extension of this Agreement or a new agreement.

9.1.3 **Continued Service Commitment:** The Parties intend that the City will not be left without radio service upon the expiration of this Agreement. The Parties commit to work towards a seamless transition. If unforeseen delays occur in finalizing the post-2031 integration, the Parties may mutually agree to an extension of this Agreement as necessary to bridge any gap.

9.2 **Technology Updates:** By 2031, technology or industry standards may have evolved. The County will keep the City informed about any next-generation radio system developments (e.g., new P25 phases, LTE interoperable systems, etc.) that could influence the integration plan. The City will be given opportunity to participate in any pilot programs or planning meetings about the future system as it relates to their needs.

9.3 **Non-Binding Intent:** This Section 9 outlines the Parties' intentions and planning efforts. Except for the obligation to negotiate in good faith as noted above, this Section 9 is a

statement of intent and is not intended to create a binding obligation to enter a future agreement. Any actual integration or new partnership will be set forth in a future written agreement approved by both Parties' governing bodies.

10. General Provisions

10.1 Indemnification: Each Party agree to indemnify, defend, and hold harmless the other Party, its officers, employees, and agents from and against any claims, liabilities, damages, or costs (including reasonable attorney's fees) arising out of any services under this Agreement, except to the extent caused by the sole negligence or willful misconduct of the Parties.

10.2 Limitation of Liability: In no event shall either Party be liable to the other for any indirect, special, incidental, or consequential damages (such as lost profits, lost communication time, or loss of data) arising out of or related to this Agreement or the use of the System, even if advised of the possibility of such damages. This Section does not limit either Party's obligation to make payments owed under this Agreement or to indemnify as provided above.

10.3 Insurance Requirements: Each Party shall maintain insurance or self-insurance sufficient to meet its obligations under this Agreement and as required by law. Upon request, a Party will provide proof of insurance or self-insurance to the other.

10.4 Notices: Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by commercial courier, or mailed by certified mail (return receipt requested) to the following representatives for each Party:

For County: Stewart Bruce, Regional IT Infrastructure & Operations Manager (primary)
675 Texas Street, Ste 3700, Fairfield, CA 94533
SBruce@SolanoCounty.gov

Matthew Higdon, PSC Division Manager (secondary)
675 Texas Street, Ste 3700, Fairfield, CA 94533
MHigdon@SolanoCounty.gov

For City of Benicia: Edward Criado, Deputy Chief (primary)
200 East L Street, Benicia, CA 94510
ecriado@ci.benicia.ca.us

Jake Heinemeyer, Lieutenant (secondary)
200 East L Street, Benicia, CA 94510
jheinemeyer@ci.benicia.ca.us

Routine operational communications (e.g., outage notifications, meeting announcements) may be made by email to designated points of contact, but formal notices regarding breach, termination, or legal matters must be delivered as stated above.

10.5 Entire Agreement: This Agreement constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, and warranties, whether oral or written, with respect to such subject matter. No attachments or exhibits are incorporated unless expressly listed and attached hereto.

10.6 Amendments: Any amendment or modification to this Agreement must be in writing and signed by authorized representatives of the County and the City. No oral modifications shall be valid.

10.7 Governing Law and Venue: This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any legal action or proceeding arising out of or relating to this Agreement shall be brought in a court of competent jurisdiction in Solano County, California, and the Parties hereby consent to the jurisdiction and venue of such courts.

10.8 Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be severed from the Agreement and the remaining provisions shall remain in full force and effect, provided that severing the invalid provision does not materially alter the rights or obligations of the Parties.

10.9 No Third-Party Beneficiaries: This Agreement is for the benefit of the County and the City only and is not intended to confer any rights or benefits on any third parties (including any residents of the City or other agencies). No entity or person that is not a signatory to this Agreement shall have any right to enforce any term of this Agreement.

10.10 Independent Entities: The Parties are independent governmental entities. Nothing in this Agreement shall be interpreted as creating an agency, partnership, or joint venture between the County and the City. Each Party retains full control over its employees and operations.

10.11 Authority to Execute: Each person signing this Agreement represents and warrants that they have the appropriate authority to execute this Agreement on behalf of the Party for whom they sign, and to bind that Party to the terms of this Agreement.

10.12 Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic or PDF signatures shall be deemed equivalent to original signatures for the purposes of executing this Agreement.

11. Signatures

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

County of Solano

By: _____

Title: _____

Date: _____

City of Benicia

By: _____

Title: City Manager

Date: _____

By: _____

Title: City Attorney

Date: _____

Exhibit A: Project Description

1. The Solano County P25 System Expansion Project is a strategic initiative to enhance interoperable emergency communications within Solano County, beginning with a new simulcast cell serving the City of Benicia. This expansion forms a key phase in the County's long-term plan to develop a comprehensive, countywide digital radio network using Motorola's ASTRO® 25 Phase 2 technology.

This project establishes a 4-site, 6-channel simulcast subsystem, fully integrated into the existing Solano County P25 Core located at the Solano County Data Center. The system operates in the 800 MHz band and provides enhanced coverage, capacity, and security for public safety communications in the southwest region of the county.

2. Project Focus Area: Vallejo and Benicia

The immediate purpose of this expansion is to deliver reliable portable radio coverage throughout the cities of Vallejo and Benicia. These areas are served by a new simulcast cell connected via a digital microwave backhaul loop. Each site supports voice and data operations using both FDMA and TDMA-capable radios.

3. Simulcast Cell Site Overview:

Site Name	Role	RF Channels	FDMA Only Channels	TDMA Equipped Channels	Total Talkpaths
Courthouse	Prime / RF Remote	6	2	4	9
Fairgrounds	Geo-Prime / RF Remote	6	2	4	9
Southampton	RF Remote (New Shelter)	6	2	4	9
Cummings	RF Remote	6	2	4	9
Hiddenbrooke	ASR (Existing)	3	1	2	4

4. Encryption and Security

The system supports AES-256 encryption allowing for secure end-to-end voice communications across all participating agencies. This level of encryption meets or exceeds federal security standards and ensures compliance with CJIS and other public safety requirements.

5. Part of a Larger System Expansion

- a. While this project centers on Vallejo and Benicia, it is part of a larger countywide vision for Solano County. The overall conceptual plan includes:

- i. The existing Northeast Simulcast subsystem, serving Fairfield, Vacaville, and Suisun City
- ii. Several standalone ASR sites (e.g., Hiddenbrooke, Red Top, Rio Vista, Kregor) providing coverage in rural or terrain-limited areas
- iii. A countywide MPLS microwave backhaul network, supporting high-throughput, resilient communications
- iv. Potential future integration with regional systems such as EBRCSA, Yolo, and Sacramento County for seamless mutual aid

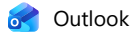
b. This phase lays the foundation for scalable future growth and broader regional interoperability.

6. System Standards and Reliability

All new repeater sites are built to Motorola R56 guidelines, with emergency backup power (e.g., generator, battery, solar, etc.) to ensure continuity during power outages. The system supports Dynamic Dual Mode (DDM), enabling both FDMA and TDMA operation across channels. Equipment installed at each site includes tower-mounted amplifiers, microwave gear, and simulcast synchronization hardware.

7. Conclusion

The Solano County P25 Expansion Project enhances public safety communications by providing secure, reliable, and interoperable radio coverage to Vallejo and Benicia. It represents a critical milestone toward a fully integrated, countywide system — scalable for future needs and responsive to the evolving demands of modern emergency response.



COPS Office FY2026 Technology and Equipment Program (TEP) Funding

From Office of Community Oriented Policing Services (COPS) <copsusdoj@service.govdelivery.com>

Date Thu 2/19/2026 8:46 AM

To Bruce, Stewart <sbruce@solanocounty.gov>

You don't often get email from copsusdoj@service.govdelivery.com. [Learn why this is important](#)



U.S. DEPARTMENT OF JUSTICE

OFFICE OF COMMUNITY ORIENTED POLICING SERVICES

145 N Street, NE, Washington, D.C. 20530

Dear Stewart Bruce, Solano County Regional IT Infrastructure and Operations Manager:

The U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office) is pleased to inform you that your agency, County of Solano, was identified as a recipient of funding for Community Project Funding / Congressionally Directed Spending in the [Commerce, Justice, Science, and Related Agencies Joint Explanatory Statement \(JES\)](#), for the Commerce, Justice, Science; Energy and Water Development; and Interior and Environment Appropriations Act, 2026 (Public Law 119-74). Specifically, funding was designated for your agency in the amount of \$1,031,000.00 for the following project: "Solano County Radio Infrastructure and Interoperability Improvements."

The grant funding designated to your agency will be administered by the COPS Office through the FY26 COPS Technology and Equipment Program (TEP) Notice of Funding Opportunity (NOFO). The noncompetitive, online application is expected to be available next month, and the COPS Office will inform your agency, via email, once the online application is available. To ensure that you receive the notification email, please

- confirm receipt of this message within one week by sending an email to the COPS Office at AskCOPSRC@usdoj.gov; and
- in your email to AskCOPSRC@usdoj.gov, confirm or provide the best point of contact for your agency, including email and telephone number.

While we understand that you may have previously submitted several documents to your congressional representatives to request your project funding, a complete application that provides specific and detailed information regarding your agency's project is required to receive the grant award. Please note that completing an application for the FY26 Technology and Equipment Program is a two-step process; applications must first be submitted electronically through [Grants.gov](#) and then completed in [DOJ's Justice Grants System \(JustGrants\)](#).

The COPS Office encourages you to prepare to apply by taking the following key steps:

- Confirm whether your agency has an active registration in the System for Award Management (SAM.gov), and if not, begin the SAM.gov registration process. An active SAM registration is required to complete the application in Grants.gov. Go to [Help | SAM.gov](#) for SAM registration assistance. Note: the applicant agency must be the same agency listed for this project in the JES.
- Gather information necessary to prepare a detailed project narrative, as well as detailed information on the item(s) to be requested in your proposal that align with the project title in the JES, such as a description of each item and the anticipated cost of each item.
- Review the application submission guidance available at these links:
 - [JustGrants Training: Application Submission](#)
 - [DOJ Application Submission Checklist](#)

The COPS Office looks forward to working with your agency. If you would like more information or require technical assistance during the application process, please contact the COPS Office Response Center at AskCOPSRC@usdoj.gov.

Sincerely,

Brenda Worthington

Assistant Director

Grants Administration Division



3/24/26, 8:40 AM

Earmark - Bruce, Stewart - Outlook

You have received this email because you have requested [Awards](#) updates from the U.S. Department of Justice's [Community Oriented Policing Services \(COPS\) Office](#). Your subscription information may not be used for any other purposes.

[Manage Your Subscriptions](#) | [Department of Justice Privacy Policy](#) | [GovDelivery Privacy Policy](#)

This email was sent to sbruce@solanocounty.gov using GovDelivery Communications Cloud on behalf of: The Office of Community Oriented Policing Services (COPS Office) - 145 N St, NE - Washington, DC 20530 - 800-421-6770

[EXTERNAL Email Notice!] External communication is important to us. Be cautious of phishing attempts. Do not click or open suspicious links or attachments.

Plan Act (ARPA) funds, and \$2,000,000 of General Fund toward the purchase of the building. The site was transferred to Child Start, Inc., who will be operating the facility.

DISCUSSION:

The Rise Vallejo Early Education and Community Resource Center represents a significant, collaborative investment in Solano County's early childhood infrastructure. The project originated from the need to relocate existing Head Start classrooms and evolved into a comprehensive solution to address long-standing facility barriers impacting early learning providers.

Following extensive exploration with local jurisdictions, real estate partners, and school districts, a shuttered 18-classroom elementary school site in Vallejo was identified and repurposed. The project required substantial renovation to meet early childhood licensing standards, including installation of classroom-based restrooms, HVAC system upgrades, ADA improvements, and development of age-appropriate indoor and outdoor learning environments.

The facility is operated by Child Start, Inc., with a shared-services model that reduces operational costs for providers by aggregating facility expenses. The Center will host multiple providers, including Head Start and private providers, and offer centralized staffing support provided by Child Start, Inc. such as a Center Director, Family Navigator, and facility maintenance personnel.

In addition to early learning services, the project includes a future phase to expand into a Community Resource Center, further integrating family support services. The project demonstrates a scalable, place-based model that aligns public, private, and philanthropic investments to increase access to high-quality childcare in under-resourced communities.

ALTERNATIVES:

The Board could choose not to receive and file the presentation. This option is not recommended, as it would limit the Board's awareness of a significant County-supported investment that expands early learning capacity, strengthens community infrastructure, and leverages multi-sector funding to benefit children and families in Solano County.

OTHER AGENCY INVOLVEMENT:

Solano County Administrator's Office, Solano County Counsel, Solano County Office of Education

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



EARLY EDUCATION & COMMUNITY RESOURCE CENTER

RIBBON CUTTING & CARNIVAL!

Save the Date!

FRIDAY,
APRIL 17, 2026



1450 CORONEL AVE,
VALLEJO

FORMAL RIBBON CUTTING CEREMONY 11:00 AM - 12:00 PM

FAMILY CARNIVAL 12:00PM - 2:00PM

Free Event!

Join Rise Vallejo for a Day of Fun, Food & Celebration:

- Activities for kids
- Arts & Crafts
- Tours of the Site
- Food Trucks
- Meet the Providers
- Resources & More!

INFORMATION & REGISTRATION:

- Scan the QR code to register for event
- For questions call First 5 Solano at (707) 784-1332



www.RiseVallejo.com

DISCUSSION:

Overview of Proposed Amendments to Section 28.96

Reorganization of Sections: §28.96 is reorganized to improve readability and ensure consistency with the structure of Chapter 28. This update includes relocating “Definitions” to the beginning of the ordinance (now §28.96.20) and revising section headings to enhance clarity and usability of the regulations.

General Revisions. The proposed amendment includes minor revisions throughout the Chapter including clarifying language, eliminating duplicative standards, consolidating related regulations, and removing unnecessary or redundant provisions to improve overall clarity and efficiency.

Abandoned Signs. The proposed amendment will authorize the Planning Commission to decide if an abandoned sign qualifies as historic signage. This section is intended to provide property owners with an option to preserve signs that may have historical or community value. The Planning Commission would consider information provided by both the applicant and staff in making these determinations.

Signs Allowed Without a Permit. The proposed amendment would allow this use specifically for grand openings, provided the business holds an active Solano County business license. Official flags are currently allowed under ordinance to have a maximum pole height of 12 feet in residential districts and 30 feet in nonresidential districts. Under the proposed amendment, official and decorative flags would be permitted on poles up to 30 feet in all zoning districts. The amendment also updates the allowable square footage for onsite directional signs.

Minor and Major Sign Permits. Currently, the sign ordinance provides a single permitting process in which the Zoning Administrator reviews all sign applications and may grant up to a 25 percent increase in sign area. Under the proposed amendment, this process would be replaced with a two-tier permitting system intended to streamline minor applications while establishing a discretionary pathway for more substantial requests. The first tier, a *Minor Sign Permit*, would be subject to a ministerial approval confirming compliance with the general and specific standards of the ordinance. These permits would be processed administratively by the Department of Resource Management without public notice or hearing.

The second tier, a *Major Sign Permit*, would be subject to discretionary review and a noticed public hearing before the Zoning Administrator. This permit would allow for greater flexibility by authorizing signs that exceed the standards related to a maximum number of signs, maximum combined sign area, and maximum sign height within a particular zoning district as defined in §28.96.80. The maximum exceedance would be limited to two (2) times the applicable standard, subject to demonstration that the additional size or number is necessary.

Sign Standards. Under the current ordinance, agricultural zoning districts (A, A-SM, A-SV-20) are limited to a combined maximum sign area of 60 square feet. The proposed amendment doubles the allowable combined sign area to 120 square feet.

Design Standards. The proposed amendment establishes more specific design guidance by limiting each sign to one (1) base color and up to three (3) accent colors, excluding business logos from the color count. It also places an emphasis on the use of natural materials and the promotion of agricultural themes within agricultural districts.

Illumination. The current ordinance prohibits direct lighting such as exposed bulbs forming text and discourages reflective materials. The proposed amendments expand allowable lighting types to include neon (if enclosed), external, internal, and halo illumination, while continuing to prohibit blinking or flashing signs.

Temporary Signs. The proposed amendment updates the temporary sign provisions by simplifying the layout and providing consistent formatting and measurable standards across sign types. Standards allow one portable off-premise sign per parcel with limits on size, height and location.

Window Signs. Window signs will not require a sign permit, however, the allowable window coverage for signage is proposed to increase from 20% to a maximum of 33%.

Master Sign Plans. Under the current ordinance, a Master Sign Plan is required for new commercial developments or exterior remodels with four or more tenants. The Zoning Administrator has the authority to approve a Master Sign Plan and may allow up to double the number or total area of signs otherwise permitted.

The proposed amendment retains the requirement for a Master Sign Plan in multi-tenant developments with four (4) or more tenants but expands the requirement to include projects seeking more than 200% of the normally allowed signage. The Master Sign Plan process would fall under a Major Sign Permit, which introduces a discretionary review and public hearing before the Planning Commission for approval. The Master Sign Plan also requires additional design materials be provided with the application.

Nuisance and Appeal Clean Up. The current sign ordinance defines judicial review, appeals, and nuisance provisions independently from other sections in Chapter 28, resulting in procedural inconsistencies. The proposed amendment consolidates these processes to ensure consistency throughout the code.

Outreach

The proposed amendment is responsive to stakeholder feedback received through various venues. Additionally, staff conducted outreach to 10 stakeholders within the signage industry, including designers and manufacturers as these are typically the stakeholders who manage the sign permit process. Three responses were received, including two on the proposed ordinance and one with general questions and comments. Input received was considered in developing the proposed amendments.

General Plan Consistency

The proposed ordinance is consistent with the Solano County General Plan. The amendments are compatible with the objectives, policies, general land uses and programs specified in the plan and the proposed ordinance does not alter development intensity or location standards.

Environmental Review

The proposed zone text amendment is exempt from the California Environmental Quality Act (Public Resources Code §21000, et seq.) (CEQA) pursuant to CEQA Guidelines (Cal. Code Regs., tit. 14, §15000 et seq.) §15061(b)(3) (Common Sense Exemption) because the proposed project has no potential to cause a significant effect on the environment. The proposed Sign Ordinance revises and reorganizes existing regulations governing the design, size, placement, and permitting of signs within the unincorporated Solano County. The ordinance does not authorize any specific development project or physical construction activity that could directly or indirectly cause environmental impacts.

In addition, CEQA Guidelines §15311 consists of construction, or placement of minor structures accessory to

(appurtenant to) existing commercial, industrial, or institutional facilities. Section 15311 applies to this proposed project as it notes on-premise signs as a use that would be exempt.

Agency Review

Planning Commission: The proposed zone text amendments were brought to the Planning Commission on December 4, 2025. After a presentation on the changes and a discussion, the Planning Commission recommended continuance of the item to further evaluate the proposed changes.

Staff worked with the chair of the Planning Commission to clarify questions and concerns. Staff returned to the Planning Commission January 15, 2026, where adjustments were presented, and outstanding questions were addressed. After receiving the information, the Planning Commission recommended approval of the zone text amendments with a change to “Abandoned Signs” and the measurement of sign shapes.

Solano Airport Land Use Commission (ALUC): On February 18, 2026, the ALUC adopted Resolution No. ALUC-26-005 which determined that the Project is consistent with the provisions of the Travis Air Force Base, Nut Tree and Rio Vista Airport Land Use Compatibility Plans.

Public Noticing Requirement

In accordance with Solano County Zoning Regulations and State law, notice of a public hearing was published at least 20 days before the scheduled hearing in the Fairfield Daily Republic (Attachment C). In addition, all persons requesting notice of the public hearing were mailed notices of the hearing.

ALTERNATIVES

The Board may choose not to adopt any amendments to Chapter 28 at this time. This alternative is not recommended because the proposed amendments are intended to respond to stakeholder input, provide clear and more consistent language in the Solano County Zoning Regulations, and were recommended for approval by the Planning Commission.

OTHER AGENCY INVOLVEMENT:

County Counsel and the Solano County Sheriff’s Office have been involved in the process of developing the proposed zone text amendment.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

EXHIBIT A

ORDINANCE NO. 2026-____

An ordinance amending Chapter 28 (Zoning Regulations) of the Solano County Code relating to sign regulations in the unincorporated Solano County (ZT-25-04)

Whereas, Chapter 28 of the Solano County Code (Zoning Regulations) is occasionally amended by the Board of Supervisors with the goal of modernizing regulations to eliminate ambiguities, correct typographical errors, and promote practicality and internal consistency; and

Whereas, in furtherance of the above-stated goal, the proposed zone text amendment ZT-25-04 would revise and update regulations related to signs in the unincorporated Solano County; and

Whereas, on December 4, 2025, the Solano County Planning Commission held a noticed public hearing to consider the proposed zone text amendment, and continued the proposed amendment to a date certain; and

Whereas, on January 15, 2026, the Solano County Planning Commission held a continued noticed public hearing to consider the proposed zone text amendment, and adopted a resolution recommending approval by the Board of Supervisors; and

Whereas, based on the staff report, recommendation of the Planning Commission, and all other relevant evidence presented to the Board of Supervisors, and after considering all public testimony and due deliberation, the Board of Supervisors determines that the proposed zone text amendment is appropriate and desirable, and is consistent with the Solano County General Plan.

Therefore, the Solano County Board of Supervisors ordains as follows:

Section 1.

Section 28.96 of the Solano County Code, related to signs, is reorganized and amended as follows:

28.96 Signs

Subdivisions

28.96.10	Purpose of Sign Regulations
28.96.20	Definitions
28.96.30	Applicability
28.96.40	Prohibited Signs
28.96.50	Signs Allowed without a Permit; Non-Conforming Signs
28.96.60	Signs Allowed with a Minor Sign Permit
28.96.70	Signs Allowed with a Major Sign Permit
28.96.80	Zoning District Sign Standards
28.96.90	General Requirements for All Signs
28.96.100	Standards for Specific Types of Signs
28.96.110	Master Sign Plan
28.96.120	Violations and Abatement
28.96.130	Appeal

28.96.10 Purpose of Sign Regulations

The sign regulations established in this chapter are intended to specify standards for the placement, type, size, and number of signs allowed within the unincorporated areas of the county, and to require the proper maintenance of signs. The purposes of these standards and requirements are to:

- A. Avoid traffic safety hazards to motorists and pedestrians caused by visual distractions and obstructions;
- B. Promote the aesthetic and environmental values of the community by providing for signs that do not impair the attractiveness of the county as a place to live, work, and shop;
- C. Provide for signs as an effective channel of communication, while ensuring that signs are aesthetically proportioned in relation to adjacent structures and the structures to which they are attached; and
- D. Safeguard and protect the public health, safety, and general welfare.

28.96.20 Definitions

For the purposes of this Section, the following terms and phrases shall have the meanings ascribed to them in this Section.

Abandoned Sign. A sign that advertises a business, lessor, owner, product, service or activity which has not been located on the premises where the sign is displayed for 30 days or more. The property owner may submit a request to the Planning Commission that a sign be considered historical based upon the length of its existence and iconic design. In making a decision, factors including, but not limited to, age, contribution to the visual identity of the County, and whether there is a written statement from a historical organization or preservation body confirming its cultural significance shall be considered. The property owner is responsible for maintaining the sign in good repair and safe condition.

Animated or Moving Sign. A sign which uses movement, lighting, or special materials to depict action or create a special effect to imitate movement.

Awning Sign. A sign copy or logo attached to or painted on an awning.

Banner or Pennant. Cloth, bunting, plastic, paper, or similar non-rigid material used for advertising purposes attached to a structure, staff, pole, line, framing, or vehicle.

Cabinet Sign (Can Sign). A sign which contains all the text and/or logo symbols within a single enclosed cabinet and may or may not be internally illuminated.

Changeable Copy Sign. A sign designed to allow the changing of copy through manual, mechanical, or electrical means including time and temperature.

Contractor or Construction Sign. A sign which states the name of the developer and contractor(s) working on the site and related engineering, architectural or financial firms involved with the project.

Decorative Flag. A flag or banner made of fabric or similar flexible material that displays a symbolic, artistic, seasonal, or ornamental design, and does not represent a governmental entity, sovereign nation, or officially recognized organization. Does not advert, direct or attract attention to an object, person, institution, business, product, service, event, or location by any means.

Direct Lighting. The use of reflective-type bulbs or incandescent lamps on the exterior surface of a sign to form the text or images of sign copy.

Directional Sign. An on-premises sign which is designed and erected solely for the purposes of directing vehicular and/or pedestrian traffic within a project.

Double-Faced Sign. A sign constructed to display its message on the outer surfaces of two identical and/or opposite parallel planes.

Grand Opening. A promotional activity not exceeding 30 calendar days used by newly established businesses, within two months after initial occupancy, to inform the public of their location and services available to the community. "Grand Opening" does not mean an annual or occasional promotion of retail sales by a business.

Freestanding Sign. A sign fixed in an upright position on the ground not attached to a structure other than one erected primarily to support the sign. Includes monument signs and pole signs.

Illegal Sign. An illegal sign is any sign erected without first complying with all regulations in effect at the time of its construction or use.

Indirectly Illuminated Sign. A sign whose light source is external to the sign and which casts its light onto the sign from some distance.

Internally Illuminated Sign. A sign whose light source is located in the interior of the sign so that the rays go through the face of the sign, or light source which is attached to the face of the sign and is perceived as a design element of the sign.

Monument Sign. An independent, freestanding structure supported on the ground having a solid base as opposed to being supported by poles or open braces.

Nonconforming Sign. An advertising structure or sign that was lawfully erected and maintained prior to the adoption of this Zoning Ordinance, but does not now completely comply with current regulations.

Official Flags. Flags of national, state, or local governments, or nationally recognized religious, fraternal, or public service agencies.

Off-Premises Sign. A sign identifying a use, facility, service, or product which is not located, sold, or manufactured on the same premise as the sign or which identifies a use, service, or product by a brand name which, although sold or manufactured on the premise, does not constitute the principal item for sale or manufactured on the premise.

Permanent Sign. A sign constructed of durable materials and intended to exist for the duration of time that the use or occupant is located on the premises.

Campaign Sign. A sign designed for the purpose of advertising support of or opposition to a candidate or proposition for a public election.

Pole Sign. An elevated freestanding sign, typically supported by one or two poles or columns. All Pole signs are freestanding signs.

Portable Sign. A sign that is not permanently affixed to a structure or the ground.

Projecting Sign. A sign other than a wall sign suspending from, or supported by, a structure and projecting outward.

Real Estate Sign. A sign indicating that a property or any portion thereof is available for inspection, sale, lease, rent, or directing people to a property, but not including temporary subdivision signs.

Roof Sign. A sign constructed upon or over a roof, or placed so as to extend above the edge of the roof.

Sign. A structure, device, figure, display, message placard, or other contrivance, or any part thereof, situated outdoors or indoors, which is designed, constructed, intended, or used to advertise, or to provide information in the nature of advertising, to direct or attract attention to an object, person, institution, business, product, service, event, or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, illumination, or projected images. Does not include murals, paintings and other works of art that are not intended to advertise or identify any business or product.

Temporary Sign. A sign intended to be displayed for a limited period of time and capable of being viewed from a public right-of-way, parking area or neighboring property.

Vehicle Sign. A sign which is attached to or painted on a vehicle which is parked on or adjacent to any property, the principal purpose of which is to attract attention to a product sold or business located on the property.

Wall Sign. A sign that is attached to or painted on the exterior wall of a structure which the display surface of the sign is approximately parallel to the building wall.

Window Sign. A sign posted, painted, placed or affixed in or on a window exposed to public view. An interior sign which faces a window exposed to public view and is located within three feet of the window.

28.96.30 Applicability

A. **Signs Regulated.** The requirements established in Sections 28.96.10 through 28.96.130 shall apply to all signs in all zoning districts. Signs fall within one of the following four categories:

1. Prohibited Signs
2. Signs Allowed without a Permit

3. Signs Allowed with a Minor Sign Permit
4. Signs Allowed with a Major Sign Permit

B. Applicability to Sign Content. The requirements established in Sections 28.96.10 through 28.96.130 do not regulate the message content of signs (sign copy), regardless of whether the message content is commercial or noncommercial.

28.96.40 Prohibited Signs

- A. Signs that do not further the purposes described in Section 28.96.10 are prohibited. The following types of signs have been deemed prohibited:
1. Abandoned signs;
 2. Animated signs, including electronic message display signs, and variable intensity, blinking, or flashing signs, except time and temperature displays (which are not considered signs);
 3. Signs attached to balloons and other inflatable devices;
 4. Banners and pennants except as allowed by Section 28.96.50(A)(4);
 5. Flags, except as allowed by 28.96.50(A)(5);
 6. Moving signs, except barber poles;
 7. Off-premises signs, except as provided in Section 28.96.100(E);
 8. Pole signs, over 6 feet in height supported by one column less than 75% of the width of the sign;
 9. Roof signs;
 10. Signs that simulate in color, size, or design, any traffic control sign or signal, or that make use of words, symbols, or characters in a manner that interferes with, misleads or confuses pedestrian or vehicular traffic;
 11. Signs attached to or suspended from a vehicle parked within a public right-of-way, or in a location on private property that is visible from a public right-of-way, except a sign painted directly upon, magnetically affixed to, or permanently affixed to the body or other integral part of an operational vehicle;
 12. Signs affixed to a trailer;
 13. Temporary and portable signs, except as allowed by Section 28.96.100(E); and
 14. Signs cut, burned, marked, or displayed on a cliff, hillside, or other terrain feature.

28.96.50 Signs and Sign Changes Allowed without a Sign Permit

A. Signs Allowed Without A Permit. The following are allowed without a sign permit; provided, that they comply with Section 28.96.90 (General Requirements for All Signs) and any required building permit is obtained.

1. **Nonstructural modifications and maintenance.**
 - a. Modifications to sign copy on conforming signs, or changes to the face or copy of conforming changeable copy signs; or
 - b. The normal maintenance of conforming signs, except as set forth in Section 28.96.90(F).
2. **Temporary signs.** Certain temporary signs described in Section 28.96.100(E).
3. **Governmental signs.** Signs installed by the County, or a Federal or State governmental agency within a public right-of-way, and any sign, posting, notice, or similar sign placed by or required by a governmental agency in carrying out its responsibility to protect public health, safety, and general welfare.
4. **Banners and pennants.** Allowed as a Grand Opening sign. Must have an active Solano County Business License.
5. **Official and Decorative flags.** Allowed provided that the length of the flag shall not exceed one-fourth the height of the flag pole. The maximum allowed height of a flag pole shall be 30 feet.
6. **Directional signs and notices.** Signs showing the location of facilities such as public telephones, restrooms, underground utilities, on-site directions, and no trespassing signs. The total square footage of directional signs cannot exceed a combined 200 square feet. Individual directional signs cannot be larger than 5 square feet.
7. **Service station price signs.** Service station price signs required by State law, including but not limited to California Business and Professions Code (Division 5, Weights and Measures, Chapter 14, Fuels and Lubricants, Article 12, Price Sign Advertising). The maximum height allowed shall be no more than 10 feet unless otherwise allowed by state law.
8. **Street addresses.** Street address numbers not exceeding an aggregate area of four square feet.
9. **Time and temperature displays.**
10. **Portable off-premises signs** as described in Section 28.96.100(E)(6).
11. **Campaign Signs** as described in Section 28.96.100(E)(2).
12. **Real Estate Signs** as described in Section 28.96.100(E)(3).

13. Existing off-premises signs.

B. Non-Conforming Signs: A nonconforming sign is any permanent or temporary sign that was legally established and maintained in compliance with the provisions of all applicable laws in effect at the time of original installation but that does not now comply with the provisions of this Zoning Ordinance. A nonconforming sign shall not be:

1. Replaced with another nonconforming sign;
2. Structurally altered to extend its useful life;
3. Enlarged in area or increased in height;
4. Re-established after the subject of the sign has been discontinued on the site for 30 days or longer; or
5. Re-established after damage or destruction to 75 percent or more of the value of the sign, or its components, as determined by the Building Official.

28.96.60 Signs Allowed with a Minor Sign Permit

- A. **Permit Requirements:** Signs which meet the general and specific standards described in Sections 28.96.90 and 28.96.100 may be installed, constructed, or altered with a Minor Sign Permit. The purpose of a Minor Sign Permit is to verify that all standards and requirements in this Chapter are met for the proposed sign and can continue to be met during the lifetime of its use.
- B. **Application:** Application for a minor sign permit shall be made by the owner or the owner's agent in writing on a form prescribed by the Department of Resource Management, and shall include all information necessary to support issuance of the permit. Such application shall not be accepted unless accompanied by a fee or fees as may be set by the Board of Supervisors pursuant to Section 11-111.
- C. **Action:** The Director of Resource Management or their designee shall administratively approve an application for a minor sign permit if all standards and requirements specified in this Chapter and elsewhere in the Code are satisfied. Action on a minor sign permit is ministerial and shall be taken without notice or public hearing.

28.96.70 Signs Allowed with a Major Sign Permit

- A. **Permit Requirements:** With approval of a Major Sign Permit, signs that would exceed the standards set forth in Section 28.96.80 pertaining to maximum sign amount, maximum combined sign area, and maximum sign height, may be installed, constructed, or altered. The maximum exceedance shall be two times those standards. In the case of increasing the eave height for Wall Signs, it shall be no taller than the permitted eave height in the applicable zoning district.
- B. **Application:** Applications for a Major Sign Permit shall be made by the owner or the owner's agent in writing on a form prescribed by the Department of Resource Management and shall include all information necessary to support issuance of the

permit. Such application shall not be accepted unless accompanied by a fee or fees as may be set by the Board of Supervisors pursuant to Section 11-111. Once a complete application is submitted, additional information and processing fees may be required in order to conduct environmental review of the proposal. Either before or after a complete application has been submitted, if additional information or processing fees are required and are requested from the applicant, in writing, but are not provided by the applicant within six (6) months of such a request, the Zoning Administrator may determine that the application has been deemed abandoned and shall promptly notify the applicant of such determination.

C. Public Hearing: A Major Sign Permit application shall be considered by the Zoning Administrator at a noticed public hearing, and the Zoning Administrator has discretion to approve, approve with conditions, or deny the application. Notice of the hearing shall be given pursuant to Section 28.04. The Zoning Administrator may require conditions of approval as are reasonably necessary to achieve the purposes of this section. A Major Sign Permit being processed concurrently with an application requiring action by the Planning Commission or Board of Supervisors shall be scheduled for public hearing with that hearing body.

D. Findings for approval. A Major Sign Permit shall not be approved unless the Zoning Administrator first makes all the following findings:

1. The area of the proposed signs is no more than twice the amount allowed by Section 28.96.80, and the increase in area is needed for the sign to be readable from the major street approach to the site, because of the position or setback of the existing building where the sign is proposed, or the exceptional size of the structures, uses, or site;
2. The proposed signs are in substantial conformance with 28.96.90 (General Requirements for All Signs) and 28.96.100 (Standards for Specific Types of Signs); and
3. The size, location, and design of the signs are visually complementary and compatible with the size and architectural style of the primary structures on the site, any prominent natural features of the site, and structures and prominent natural features on adjacent properties on the same street in the immediate vicinity.

28.96.80 Zoning District Sign Standards

All signs shall comply with the following sign standards for the applicable zoning district, except as otherwise provided by Section 28.96.50 or Section 28.96.100.

Zoning District	Allowed Sign Types	Maximum Sign Amount	Maximum Combined Sign Area	Maximum Sign Height	Type of Lighting Allowed
A	Awning			N/A	
	Freestanding			6 ft	

A-SM A-SV-20	Projecting	3	120 sf	As provided by Section 28.96.100 (C)	Indirect
	Wall			Eave height	
R-R R-TC	Awning	1	4 sf	N/A	None
	Freestanding			6 ft	
	Projecting			As provided by Section 28.96.100 (C)	
	Wall			Eave height	
P	Freestanding	3	60 sf	6 feet	Indirect
	Wall			Eave Height	
ATC ATC-NC C-H C-N C-R C-S R-TC-MU	Awning	3	200 sf	N/A	Indirect/ Direct/ Internal
	Freestanding			6 ft ⁽¹⁾	
	Projecting			As provided by Section 28.96.100 (C)	
	Wall			Eave height	
C-O R-TC-MF	Awning	3	30 sf	N/A	Indirect
	Freestanding			6 ft	
	Projecting			As provided by Section 28.96.100 (C)	
	Wall			Eave height	
M-I M-G I-WD I-AS	Awning	2	200 sf	N/A	Indirect/ Direct/ Internal
	Freestanding			6 ft	
	Projecting			As provided by Section 28.96.100 (C)	
	Wall			Eave height	
W MP	Freestanding	1	15 sf	6 ft	Indirect
	Wall			Eave Height	

(1) In the Highway Commercial (C-H) District, signs may be permitted to a maximum height equivalent to the height limit for a primary building within the district, subject to approval of a Major Sign Permit. In no case shall a Use Permit authorize a sign to exceed the limit.

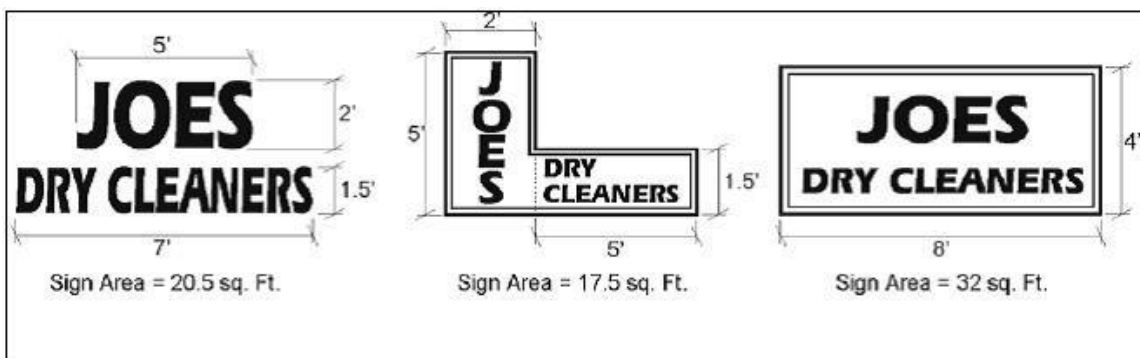
28.96.90 General Requirements for All Signs

A. **Sign area.** The measurement of sign area to determine compliance with the sign area limitations of this Section shall occur as follows:

1. The surface area of a sign shall be calculated by enclosing the extreme limits of all framing, writing, logo, representation, emblem, or other display within a single continuous perimeter composed of squares or rectangles with no more than eight lines. See Figure A.

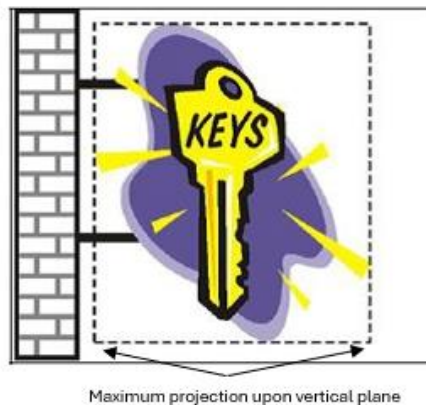
Figure A

SIGN AREA MEASUREMENT



2. Supporting framework or bracing that is clearly incidental to the display itself shall not be computed as sign area.
3. Where a sign consists of one or more three-dimensional objects (e.g., balls, cubes, clusters of objects, sculpture or statue-like trademarks), the sign area shall be measured as their maximum projection upon a vertical plane. See Figure B.

Figure B



4. For signs that incorporate time and temperature devices, the area of these devices shall not be included in the total area of the sign.

B. Sign height (freestanding). The height of a freestanding sign shall be measured as the vertical distance from the finished grade adjacent to the base of the sign structure to the highest point of the structure, where finished grade does not include fill, planters, or other material artificially placed to increase sign height.

C. Sign location requirements.

1. All signs shall be located on the same site as the subject of the sign, except as otherwise allowed by this Section. A sign may project over an adjacent public right-of-way only when authorized by an encroachment permit as well as a Sign Permit.
2. The location of each sign shall be evaluated during the Sign Permit process to ensure appropriate setbacks relative to sign height and area, architectural compatibility for wall-mounted signs, and preservation of visibility for existing signs on adjacent properties. Additionally, signs must not impair pedestrian or vehicular safety.

D. Design criteria for signs. The following design criteria shall be used in reviewing the design of individual signs. Substantial conformance with each of the following design criteria shall be required before a Sign Permit or Building Permit can be approved.

1. **Color.** Signs shall utilize one (1) base color with up to three (3) accent colors, excluding business logos.
2. **Materials and Structure.**
 - a. Insofar as possible, sign materials should match the materials used on the building and on other signs located on the subject parcel.
 - b. Materials selected for permanent signs shall be durable and capable of withstanding weathering over the life of the sign with reasonable maintenance.
 - c. The size of the structural members (e.g. columns, crossbeams, and braces) should be proportional to the sign panel they are supporting. In general, fewer larger supporting members are preferable to many smaller supports.
 - d. The use of reflective materials or surfaces should be minimized and may not distract motorists or create other hazards.
 - e. Signs are to be constructed predominately of natural materials that reflect an agrarian character.
 - f. The design of signs shall contribute to the sense of continuity, quality, and character consistent with the surrounding agricultural theme of Solano County. This agricultural theme shall apply to property zoned as Exclusive Agricultural (A), Suisun Marsh Agricultural (A-SM), or Suisun Valley Agricultural Districts. If a conflict exists between 28.96.90(D)(2) and an adopted specific or strategic plan, the Standards contained within the specific or strategic plan shall apply.

E. Illumination of signs. When allowed by Section 28.96.80 (Zoning District Sign Standards), the artificial illumination of signs, either from an internal or external source, shall be designed to minimize light and glare on surrounding rights-of-way and properties.

1. External light sources shall be directed and shielded to limit direct illumination of any object other than the sign and shall not interfere with the reasonable enjoyment of residentially zoned properties.
2. Sign lighting shall be designed and located so that it will not be confused with or construed as traffic control devices, and so that neither the direct nor reflected light from a sign will create a hazard to motorists.
3. Signs may be illuminated only with continuous (non-blinking) lighting.
4. Signs may be illuminated only with:
 - a. Neon tube lighting, if fully contained within a cabinet covered with a clear glass or plastic face, or if comprised of individual pan channel letters covered with a clear glass or plastic face;
 - b. External lighting;
 - c. Internal lighting; or
 - d. Halolighting.

F. Maintenance of signs. Signs that are not properly maintained and are dilapidated shall be deemed a public nuisance, and may be abated.

28.96.100 Standards for Specific Types of Signs

Proposed signs shall comply with the following standards where applicable, in addition to the sign area and height limitations, and other requirements of Section 28.96.80 (Zoning District Sign Standards), and all other applicable provisions of this Section.

A. Awning signs. The following standards apply to awning signs in all zoning districts where allowed.

1. Signs on awnings are limited to ground level and second story occupancies only.
2. Awnings shall not be internally illuminated. Translucent awning materials are prohibited.
3. Sign letter height shall not exceed eight inches.

B. Freestanding signs. The following standards apply to freestanding signs in all zoning districts where allowed by Section 28.96.80 (Zoning District Sign Standards).

1. General requirements.

- a. Sign height shall not exceed six feet. (See Section 28.96.90 for measurement.)
- b. A freestanding sign may be placed only on a site frontage adjoining a public street.
- c. The sign shall not project over public property, vehicular easements, or rights-of-way.
- d. To assist emergency response personnel in locating the site, a freestanding sign should contain an illuminated street address plate not to be calculated as part of the allowed sign area.

C. **Projecting signs**. Projecting signs are allowed as follows.

1. The maximum projection of a sign from a building wall over a public right-of-way shall not exceed 36 inches.
2. The maximum height of a projecting sign shall not exceed 14 feet, eave height, parapet height, or sill height of a second floor window, whichever is less. No portion of the sign shall project above the eave line of a sloped roof or the top of the parapet on a flat roof.
3. A projecting sign shall be installed to maintain a minimum clearance of eight feet from the bottom of the sign to the finished grade below.
4. The sign shall be graphically designed for pedestrians, with a maximum area of nine square feet on each sign face, regardless of the length of the building frontage.
5. Interior illuminated boxed display signs (“can” signs) are prohibited.

D. **Wall signs**. The following standards apply to wall signs in all zoning districts where allowed.

1. Wall signs may be located on any structure frontage.
2. The signs shall not project from the surface upon which they are attached more than required for construction purposes and in no case more than 18 inches.
3. The signs shall not project above the eave line or the edge of the roof of a building.
4. The signs shall not be placed so as to interfere with the operation of a door or window.

E. **Temporary signs**. Temporary signs are allowed subject to the following requirements.

1. **Construction signs**. Construction identification signs are allowed in all zoning districts in compliance with the following standards:
 - a. The combined area of the signs shall not exceed 60 square feet;

- b. Sign height shall not exceed six feet; and
 - c. The sign shall not be illuminated.
 - d. Construction signs must be removed within two (2) weeks of final inspection of the subject matter of the sign.
2. **Campaign signs.** Campaign signs are allowed provided compliance with the following standards:
- a. May be installed on private property with the property owner's consent for up to 60 days prior to an election;
 - b. Shall not exceed 12 square feet in area within residential zoning districts and 32 square feet in area within nonresidential zoning districts; and
 - c. Shall be removed within seven (7) days following the election.
3. **Real estate signs.** Real estate signs are allowed in compliance with California Civil Code Section 713, provided that the signs comply with the following requirements.
- a. Properties are allowed one real estate sign of no more than thirty-two square feet, with a maximum height for freestanding signs of six feet, for each parcel frontage.
 - b. **Off-premise directional signs.** Off-site real estate directional signs not more than six square feet in area may be located on private property, provided that they do not obstruct or impede pedestrian or vehicular traffic and are not secured to prevent removal. No real estate sign shall be permitted within a public right-of-way.
4. **Subdivision directional signs, off-premise.** Off-premise signs providing directions to a new subdivision may be allowed with a minor sign permit, and shall comply with the following standards:
- a. A maximum of two off-site signs may be located on private property (not within any public right-of-way).
 - b. The total area of each sign shall not exceed 24 square feet;
 - c. The height of each sign shall not exceed six feet;
 - d. The signs shall not be illuminated; and
 - e. The signs shall not affect pedestrian or vehicular safety.
 - f. Signs must be removed within two (2) years of sign permit issuance.

5. **Subdivision signs, on-premise.** On-premise subdivision identification signs may be allowed with a minor sign permit in compliance with the following standards:
 - a. A maximum of two on-site signs may be located within the project boundaries, provided that no more than one sign per street frontage is allowed, and multiple signs shall be separated by a minimum of 75 feet.
 - b. The area of each sign shall not exceed 32 square feet;
 - c. Sign height shall not exceed six feet; and
 - d. The signs shall not be illuminated.
 - e. Signs must be removed within two (2) years of sign permit issuance.
6. **Portable Off-Premise Sign.** One portable off-premise sign is allowed per legal parcel with permission from the property owner of where the sign is to be located (receiving site), when in compliance with the following standards:
 - a. The receiving site may have no more than one (1) off-premise sign;
 - b. The area of the sign shall not exceed 10 square feet;
 - c. Sign height shall not exceed 6 feet;
 - d. A portable Off-Premise Sign cannot be on a foundation or embedded into the ground in a permanent fashion;
 - e. The sign shall not be illuminated; and
 - f. The sign must be outside of the public right of way.
 - g. Portable off-premise signs can be placed on a receiving site for no more than 90 days per calendar year.

F. Window signs. The following standards apply to window signs in all zoning districts.

1. **Maximum sign area.** Permanent and temporary window signs shall not occupy more than 33 percent of the total window area.

28.96.110 Master Sign Plans

- A. **Applicability.** Notwithstanding any other provision of this chapter, a master sign program shall be required for signs serving multiple-occupancy commercial buildings with four or more tenants or, due to the nature of the use proposal, requires multiple signs with consistent designs to exceed the additional sign area.
- B. **Plan Requirements.** A master sign plan shall identify the placement, construction, size, materials, colors, method of lighting, and other related requirements for all advertising

signs.

- C. **Additional Signage**. The Planning Commission, in approving a master sign plan, may permit an increase in the number of signs and the total allowable sign area beyond Section 28.96.80 when, in the judgment of the Planning Commission, the total number of tenants or the configuration of the site and buildings warrant an increase in signage and would not be detrimental to the appearance of the area or public health, safety, or welfare.
- D. **Findings for Approval**. The master sign program shall be processed as a major sign permit as provided in 28.96.70, and the Planning Commission must make the following findings prior to approval:
1. The area, amount, or height increase is appropriate for the area and scope of the project;
 2. An increase in the sign's area, amount, or height is necessary to ensure adequate readability from the adjacent street, to address the position or setback of the existing building where the sign will be located, or to accommodate the exceptional size of the structures, uses, or site design;
 3. The proposed signs are in substantial conformance with 28.96.90 (General Requirements for All Signs) and 28.96.100 (Standards for Specific Types of Signs).
 4. All signage will be designed to be substantially visually consistent and constructed with similar materials; and
 5. The size, location, and design of the signs are visually complementary and compatible with the size and architectural style of the primary structures on the site, any prominent natural features of the site, and structures and prominent natural features on adjacent properties on the same street in the immediate vicinity.

28.96.120 Violations and Abatement

- A. **Public nuisance declared**. Signs that are in violation with chapter 28.96 or found to be unsafe are prohibited and declared to be a public nuisance, and shall constitute a violation of this chapter subject to enforcement under Section 28.113.

28.96.130 Appeal

The denial of an application for a sign permit may be appealed in compliance with Section 28.112 (Appeals).

Section 2.

This Ordinance is exempt from the California Environmental Quality Act (Public Resources Code §21000, et seq.) (CEQA) pursuant to CEQA Guidelines (Cal. Code Regs., tit. 14, §15000 et seq.) Section 15061(b)(3) (Common Sense Exemption) because the proposed project has no potential to cause a significant effect on the environment. The proposed project entails a set of minor

amendments to the text of Chapter 28 of the Solano County Code related to sign standards in the unincorporated area, including a reorganization of Section 28.96 to promote readability, practicality, and internal consistency. The proposed zone text amendment will not alter prior regulations for intensity or location of development or otherwise compel any physical disturbance to the existing physical environment.

In addition, CEQA Guidelines Section 15311 exempts minor accessory structures including on-premises signs. The proposed amendments will create a ministerial sign permit for minor on-premises signs that will not result in significant effects on the environment.

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 4.

This Ordinance will be effective thirty (30) days after its adoption.

Section 5.

A summary of this ordinance will be published within 15 days of its adoption in the Fairfield Daily Republic, a newspaper of general circulation in Solano County.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on April 7, 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:

EXHIBIT A

ORDINANCE NO. 2026-__

An ordinance amending Chapter 28 (Zoning Regulations) of the Solano County Code relating to sign regulations in the unincorporated Solano County (ZT-25-04)

Whereas, Chapter 28 of the Solano County Code (Zoning Regulations) is occasionally amended by the Board of Supervisors with the goal of modernizing regulations to eliminate ambiguities, correct typographical errors, and promote practicality and internal consistency; and

Whereas, in furtherance of the above-stated goal, the proposed zone text amendment ZT-25-04 would revise and update regulations related to signs in the unincorporated Solano County; and

Whereas, on December 4, 2025, the Solano County Planning Commission held a noticed public hearing to consider the proposed zone text amendment, and continued the proposed amendment to a date certain; and

Whereas, on January 15, 2026, the Solano County Planning Commission held a continued noticed public hearing to consider the proposed zone text amendment, and adopted a resolution recommending approval by the Board of Supervisors; and

Whereas, based on the staff report, recommendation of the Planning Commission, and all other relevant evidence presented to the Board of Supervisors, and after considering all public testimony and due deliberation, the Board of Supervisors determines that the proposed zone text amendment is appropriate and desirable, and is consistent with the Solano County General Plan.

Therefore, the Solano County Board of Supervisors ordains as follows:

Section 1.

Section 28.96 of the Solano County Code, related to signs, is reorganized and amended as follows:

28.96 Signs

Subdivisions

- 28.96.10 Purpose of Sign Regulations
- 28.96.20 Definitions Applicability
- 28.96.30 Applicability Sign Permit Requirements
- ~~28.96.32 Master Sign Plan~~
- ~~28.96.34 Signs and Sign Changes Allowed without a Sign Permit~~
- 28.96.40 Prohibited Signs Prohibited Signs
- 28.96.50 Signs Allowed without a Permit; Non-Conforming Signs General Requirements for All Signs
- 28.96.60 Signs Allowed with a Minor Sign Permit Zoning District Sign Standards
- 28.96.70 Signs Allowed with a Major Sign Permit Standards for Specific Types of Signs
- 28.96.80 Zoning District Sign Standards Exceptions to Sign Standards
- 28.96.90 General Requirements for All Signs Nonconforming Signs
- 28.96.100 Standards for Specific Types of Signs Violations and Abatement

28.96.110	Master Sign Plan Appeal
28.96.120	Violations and Abatement Judicial Review
28.96.130	Appeal Definitions

28.96.10 Purpose of Sign Regulations

The sign regulations established in this chapter are intended to specify standards for the placement, type, size, and number of signs allowed within the unincorporated areas of the county, and to require the proper maintenance of signs. The purposes of these standards and requirements are to:

- A. Avoid traffic safety hazards to motorists and pedestrians caused by visual distractions and obstructions;
- B. Promote the aesthetic and environmental values of the community by providing for signs that do not impair the attractiveness of the county as a place to live, work, and shop;
- C. Provide for signs as an effective channel of communication, while ensuring that signs are aesthetically proportioned in relation to adjacent structures and the structures to which they are attached; and
- D. Safeguard and protect the public health, safety, and general welfare.

28.96.~~130~~20 Definitions

For the purposes of this Section, the following terms and phrases shall have the meanings ascribed to them in this Section.

Abandoned Sign. A sign that advertises a business, lessor, owner, product, service or activity which has not been located on the premises where the sign is displayed for 30 days or more. [The property owner may submit a request to the Planning Commission that a sign be considered historical based upon the length of its existence and iconic design. In making a decision, factors including, but not limited to, age, contribution to the visual identity of the County, and whether there is a written statement from a historical organization or preservation body confirming its cultural significance shall be considered. The property owner is responsible for maintaining the sign in good repair and safe condition.](#)

Animated or Moving Sign. A sign which uses movement, lighting, or special materials to depict action or create a special effect to imitate movement.

Awning Sign. A sign copy or logo attached to or painted on an awning.

Banner or Pennant. Cloth, bunting, plastic, paper, or similar non-rigid material used for advertising purposes attached to a structure, staff, pole, line, framing, or vehicle.

Bench Sign. ~~Copy painted on a portion of a bench.~~

Cabinet Sign (Can Sign). A sign which contains all the text and/or logo symbols within a single enclosed cabinet and may or may not be internally illuminated.

Changeable Copy Sign. A sign designed to allow the changing of copy through manual, mechanical, or electrical means including time and temperature.

Contractor or Construction Sign. A sign which states the name of the developer and contractor(s) working on the site and related engineering, architectural or financial firms involved with the project.

~~**Decorative Flag.** A flag or banner made of fabric or similar flexible material that displays a symbolic, artistic, seasonal, or ornamental design, and does not represent a governmental entity, sovereign nation, or officially recognized organization. Does not advert, direct or attract attention to an object, person, institution, business, product, service, event, or location by any means.~~

Direct Lighting. The use of reflective-type bulbs or incandescent lamps on the exterior surface of a sign to form the text or images of sign copy.

Directional Sign. An on-premises sign which is designed and erected solely for the purposes of directing vehicular and/or pedestrian traffic within a project.

~~**Directory Sign.** A sign for listing the tenants and their suite numbers of a multiple tenant structure or center.~~

Double-Faced Sign. A sign constructed to display its message on the outer surfaces of two identical and/or opposite parallel planes.

Grand Opening. A promotional activity not exceeding 30 calendar days used by newly established businesses, within two months after initial occupancy, to inform the public of their location and services available to the community. "Grand Opening" does not mean an annual or occasional promotion of retail sales by a business.

Freestanding Sign. A sign fixed in an upright position on the ground not attached to a structure other than one erected primarily to support the sign. Includes monument signs and pole signs.

Illegal Sign. An illegal sign is any sign erected without first complying with all regulations in effect at the time of its construction or use.

Indirectly Illuminated Sign. A sign whose light source is external to the sign and which casts its light onto the sign from some distance.

Internally Illuminated Sign. A sign whose light source is located in the interior of the sign so that the rays go through the face of the sign, or light source which is attached to the face of the sign and is perceived as a design element of the sign.

~~**Marquee (Canopy) Sign.** A sign which is attached to or otherwise made a part of a permanent roof-like structure which projects beyond the building wall in the form of a large canopy to provide protection from the weather.~~

Monument Sign. An independent, freestanding structure supported on the ground having a solid base as opposed to being supported by poles or open braces.

~~**Multi-Tenant Sign.** An identification sign for a commercial site with multiple tenants.~~

~~displaying the names of each tenant on the site.~~

Nonconforming Sign. An advertising structure or sign that was lawfully erected and maintained prior to the adoption of this Zoning Ordinance, but does not now completely comply with current regulations.

Official Flags. Flags of national, state, or local governments, or nationally recognized religious, fraternal, or public service agencies.

Off-Premises Sign. A sign identifying a use, facility, service, or product which is not located, sold, or manufactured on the same premise as the sign or which identifies a use, service, or product by a brand name which, although sold or manufactured on the premise, does not constitute the principal item for sale or manufactured on the premise.

Permanent Sign. A sign constructed of durable materials and intended to exist for the duration of time that the use or occupant is located on the premises.

Campaign Sign. A sign designed for the purpose of advertising support of or opposition to a candidate or proposition for a public election.

Pole Sign. An elevated freestanding sign, typically supported by one or two poles or columns. All Pole signs are freestanding signs

Portable Sign. A sign that is not permanently affixed to a structure or the ground.

Projecting Sign. A sign other than a wall sign suspending from, or supported by, a structure and projecting outward.

Real Estate Sign. A sign indicating that a property or any portion thereof is available for inspection, sale, lease, rent, or directing people to a property, but not including temporary subdivision signs.

Roof Sign. A sign constructed upon or over a roof, or placed so as to extend above the edge of the roof.

Sign. A structure, device, figure, display, message placard, or other contrivance, or any part thereof, situated outdoors or indoors, which is designed, constructed, intended, or used to advertise, or to provide information in the nature of advertising, to direct or attract attention to an object, person, institution, business, product, service, event, or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, illumination, or projected images. Does not include murals, paintings and other works of art that are not intended to advertise or identify any business or product.

Temporary Sign. A sign intended to be displayed for a limited period of time and capable of being viewed from a public right-of-way, parking area or neighboring property.

Vehicle Sign. A sign which is attached to or painted on a vehicle which is parked on or adjacent to any property, the principal purpose of which is to attract attention to a product sold or business located on the property.

Wall Sign. A sign that is attached to or painted on the exterior wall of a structure which the

display surface of the sign is approximately parallel to the building wall.

Window Sign. A sign posted, painted, placed or affixed in or on a window exposed to public view. An interior sign which faces a window exposed to public view and is located within three feet of the window.

28.96.320 Applicability

A. Signs Regulated. The requirements established in Sections 28.96.10 through 28.96.130 shall apply to all signs in all zoning districts. Signs fall within one of the following four categories:

1. Prohibited Signs

2. Signs Allowed without a Permit

3. Signs Allowed with a Minor Sign Permit

4. Signs Allowed with a Major Sign Permit

B. Applicability to Sign Content. The requirements established in Sections 28.96.10 through 28.96.130 do not regulate the message content of signs (sign copy), regardless of whether the message content is commercial or noncommercial.

28.96.40 Prohibited Signs

A. Signs that do not further the purposes described in Section 28.96.10 may be are prohibited. The following types of signs have been deemed prohibited;In order to achieve the purposes described in Section 28.96.010 (Purpose of Sign Regulations), the following types of signs and devices are prohibited

1. Abandoned signs;
2. Animated signs, including electronic message display signs, and variable intensity, blinking, or flashing signs, except time and temperature displays (which are not considered signs);
3. Signs attached to balloons and other inflatable devices;
4. Banners and pennants except as allowed by Section 28.96.50(A)(4);
5. Flags, except as allowed by 28.96.50(A)(5)Section 28.96.30(D);
6. Moving signs, except barber poles;
7. Off-premises signs, except as provided in Section 28.96.70100(EF);
8. Pole signs, over 6 feet in height which are an elevated freestanding sign, typically

~~supported by one column less than 75% of the width of the sign and Pole signs and other freestanding signs over six feet in height;~~

9. Roof signs;

10. Signs that simulate in color, size, or design, any traffic control sign or signal, or that make use of words, symbols, or characters in a manner that interferes with, misleads or confuses pedestrian or vehicular traffic;

~~11.~~ Signs attached to or suspended from a vehicle parked within a public right-of-way, or in a location on private property that is visible from a public right-of-way, except a sign painted directly upon, magnetically affixed to, or permanently affixed to the body or other integral part of an operational ~~the~~ vehicle;

~~11-12.~~ Signs affixed to a trailer; ~~and~~

~~13.~~ Temporary and portable signs, except as allowed by Section ~~28.96.100(E)~~ 28.96.70(D); ~~and.~~

~~12-14.~~ (Signs cut, burned, marked, or displayed on a cliff, hillside, or other terrain feature. Ord. No. 1840, §40)

28.96.3450 Signs and Sign Changes Allowed without a Sign Permit

A. **Signs Allowed Without A Permit.** The following are allowed without a sign permit; provided, that they comply with Section 28.96.950 (General Requirements for All Signs) and any required building permit is obtained.

1. **Nonstructural modifications and maintenance.**

a. Modifications to sign copy on conforming signs, or changes to the face or copy of conforming changeable copy signs; or

b. The normal maintenance of conforming signs, except as set forth in Section 28.96.950(F).

2. **Temporary signs.** ~~Certain Temporary temporary~~ signs described in Section 28.96.70100(E).

3. **Governmental signs.** Signs installed by the County, or a Federal or State governmental agency within a public right-of-way, and any sign, posting, notice, or similar sign placed by or required by a governmental agency in carrying out its responsibility to protect public health, safety, and general welfare.

~~3-4.~~ **Banners and pennants.** Allowed as a Grand Opening sign. Must have an active Solano County Business License.

~~4-5.~~ **Official and Decorative flags.** ~~Flags of national, state, or local governments, or nationally recognized religious, fraternal, or public service agencies; Allowed~~ provided, that the length of the flag shall not exceed one-fourth the height of the

flag pole. The maximum allowed height of a flag ~~pole in a residential zoning district shall be 12 feet; the maximum height of a flag pole in a nonresidential zoning district shall~~ pole shall be 30 feet. Anything other than an official flag is limited to 35 square feet.

~~5-6.~~ 6-6. **Directional signs and notices**~~Public directional signs and notices.~~

Signs showing the location of ~~public~~ facilities such as public telephones, restrooms, ~~and~~ underground utilities, on-site directions, and ~~and~~ no trespassing signs. The total square footage of directional signs cannot exceed a combined 200 square feet. Individual directional signs cannot be larger than 5 square feet.

~~6-7.~~ 6-7. **Service station price signs.** Service station price signs required by State law, including but not limited to California Business and Professions Code (Division 5, Weights and Measures, Chapter 14, Fuels and Lubricants, Article 12, Price Sign Advertising). The maximum height allowed shall be no more than 10 feet unless otherwise allowed by state law.

~~7-8.~~ 7-8. **Street addresses.** Street address numbers not exceeding an aggregate area of ~~two~~ four square feet.

~~8-9.~~ 8-9. **Time and temperature displays.**

10. Portable off-premises signs as described in Section 28.96.100(E)(6).

11. Campaign Signs as described in Section 28.96.100(E)(2).

12. Real Estate Signs as described in Section 28.96.100(E)(3).

~~9-13.~~ 9-13. **Existing off-premises signs.**

B. Non-Conforming Signs: A nonconforming sign is any permanent or temporary sign that was legally established and maintained in compliance with the provisions of all applicable laws in effect at the time of original installation but that does not now comply with the provisions of this Zoning Ordinance. A nonconforming sign shall not be:

1. Replaced with another nonconforming sign;
2. Structurally altered to extend its useful life;
3. Enlarged in area or increased in height;
4. Re-established after the subject of the sign has been discontinued on the site for 30 days or longer; or
- ~~5.~~ Re-established after damage or destruction to 75 percent or more of the value of the sign, or its components, as determined by the Building Official.

~~6-5.~~ 6-5. _____

28.96.60 Signs Allowed with a Minor Sign Permit

- A. **Permit Requirements:** Signs which meet the general and specific standards described in Sections 28.96.90 and 28.96.100 may be installed, constructed, or altered with a Minor Sign Permit. The purpose of a Minor Sign Permit is to verify that all standards and requirements in this Chapter are met for the proposed sign and can continue to be met during the lifetime of its use.
- B. **Application:** Application for a minor sign permit shall be made by the owner or the owner's agent in writing on a form prescribed by the Department of Resource Management, and shall include all information necessary to support issuance of the permit. Such application shall not be accepted unless accompanied by a fee or fees as may be set by the Board of Supervisors pursuant to Section 11-111.
- C. **Action:** The Director of Resource Management or their designee shall administratively approve an application for a minor sign permit if all standards and requirements specified in this Chapter and elsewhere in the Code are satisfied. Action on a minor sign permit is ministerial and shall be taken without notice or public hearing.

28.96.70 Signs Allowed with a Major Sign Permit

- A. **Permit Requirements:** With approval of a Major Sign Permit, signs that would exceed the standards set forth in Section 28.96.80 pertaining to maximum sign amount, maximum combined sign area, and maximum sign height, may be installed, constructed, or altered. The maximum exceedance shall be two times those standards. In the case of increasing the eave height for Wall Signs, it shall be no taller than the permitted eave height in the applicable zoning district.
- B. **Application:** Applications for a Major Sign Permit shall be made by the owner or the owner's agent in writing on a form prescribed by the Department of Resource Management and shall include all information necessary to support issuance of the permit. Such application shall not be accepted unless accompanied by a fee or fees as may be set by the Board of Supervisors pursuant to Section 11-111. Once a complete application is submitted, additional information and processing fees may be required in order to conduct environmental review of the proposal. Either before or after a complete application has been submitted, if additional information or processing fees are required and are requested from the applicant, in writing, but are not provided by the applicant within six (6) months of such a request, the Zoning Administrator may determine that the application has been deemed abandoned and shall promptly notify the applicant of such determination.
- C. **Public Hearing:** A Major Sign Permit application shall be considered by the Zoning Administrator at a noticed public hearing, and the Zoning Administrator has discretion to approve, approve with conditions, or deny the application. Notice of the hearing shall be given pursuant to Section 28.04. The Zoning Administrator may require conditions of approval as are reasonably necessary to achieve the purposes of this section. A Major Sign Permit being processed concurrently with an application requiring action by the Planning Commission or Board of Supervisors shall be scheduled for public hearing with that hearing body.

D. Findings for approval. A Major Sign Permit shall not be approved unless the Zoning Administrator first makes all the following findings:

1. The area of the proposed signs is no more than twice the amount allowed by Section 28.96.80, and the increase in area is needed for the sign to be readable from the major street approach to the site, because of the position or setback of the existing building where the sign is proposed, or the exceptional size of the structures, uses, or site;
2. The proposed signs are in substantial conformance with 28.96.90 (General Requirements for All Signs) and 28.96.100 (Standards for Specific Types of Signs); and
3. The size, location, and design of the signs are visually complementary and compatible with the size and architectural style of the primary structures on the site, any prominent natural features of the site, and structures and prominent natural features on adjacent properties on the same street in the immediate vicinity.

~~28.96.30—Sign Permit Requirements~~

~~No sign shall be installed, constructed, or altered unless it is first approved in compliance with this section, or allowed without sign permit approval as described in Section 28.96.34.~~

~~**Fees and plans required.** An application for a sign permit shall be filed and processed. The application shall also include architectural elevations and plans of all proposed signs drawn to scale, with all dimensions noted, and include illustrations of copy, colors, materials, and samples of the proposed colors and materials. The required architectural elevations shall show both the proposed signs, and any structures on which they will be placed.~~

~~**Review and approval.** The Zoning Administrator shall review all sign permit applications and approve only those that comply with the findings described in subdivision (C) of this section. The Zoning Administrator may require conditions of approval as are reasonably necessary to achieve the purposes of this section.~~

~~**Findings for approval.** A sign permit shall not be approved unless the Zoning Administrator first makes all the following findings:~~

~~The proposed signs do not exceed the standards of Sections 28.96.60 (Zoning District Sign Standards) and 28.96.70 (Standards for Specific Types of Signs), and are of the minimum size and height necessary to enable motorists and pedestrians to readily identify the facility or site from a sufficient distance to safely and conveniently access the facility or site;~~

~~The size, location, and design of the signs are visually complementary and compatible with the size and architectural style of the primary structures on the site, any prominent natural features of the site, and structures and prominent natural features on adjacent properties on the same street in the immediate vicinity; and~~

The proposed signs are in substantial conformance with the sign design criteria provided in Sections 28.96.50(D) and (E).

Time limit for action. A sign permit shall be approved or disapproved by the Zoning Administrator within 30 days of the application being accepted as complete.

2.4.

28.96.6080 Zoning District Sign Standards

All signs shall comply with the following sign standards for the applicable zoning district, except as otherwise provided by ~~Section 28.96.50 or Section 28.96.100~~ ~~Section 28.96.34 (Signs and Sign Changes Allowed without a Sign Permit) or 28.96.70 (Standards for Specific Types of Signs).~~

Zoning District	Allowed Sign Types	Maximum Sign Amount	Maximum Combined Sign Area	Maximum Sign Height	Type of Lighting Allowed
A A-SM A-SV-20	Awning	3	60-120 sf	N/A	Indirect
	Freestanding			6 ft	
	Projecting			As provided by Section 28.96.100 (C)	
	Wall			Eave height	
R-R R-TC	Awning	1	24 sf	N/A	None
	Freestanding			6 ft	
	Projecting			As provided by Section 28.96.100 (C)	
	Wall			Eave height	
P	Freestanding	3	60 sf	6 feet	Indirect
	Wall			Eave Height	
ATC ATC-NC C-H C-N C-R C-S R-TC-MU	Awning	3	200 sf	N/A	Indirect/ Direct/ Internal
	Freestanding			6 ft ⁽¹⁾	
	Projecting			As provided by Section 28.96.100 (C)	
	Wall			Eave height	
	Awning			N/A	
	Freestanding			6 ft	

C-O R-TC-MF	Projecting	3	30 sf	As provided by Section 28.96.100 (C)	Indirect
	Wall			Eave height	
M-I M-G I-WD I-AS	<u>Awning</u>	2	200 sf	<u>N/A</u>	Indirect/ <u>Direct/</u> <u>Internal</u>
	<u>Freestanding</u>			<u>6 ft</u>	
	<u>Projecting</u>			<u>As provided by Section 28.96.100 (C)</u>	
	Wall			Eave height	
W MP	Freestanding	1	15 sf	6 ft	Indirect
	Wall			Eave Height	

(1) In the Highway Commercial (C-H) District, signs may be permitted to a maximum height equivalent to the height limit for a primary building within the district, subject to approval of a Major Sign Permit. In no case shall a Use Permit authorize a sign to exceed the limit.

~~Any of the sign types allowed in the applicable zoning district may be installed; provided, that they do not exceed the maximum number, total combined area, height, or type of lighting allowed.~~

~~The maximum total number of signs that may be installed on the site.~~

~~The maximum total combined area of all signs that may be allowed on the site.~~

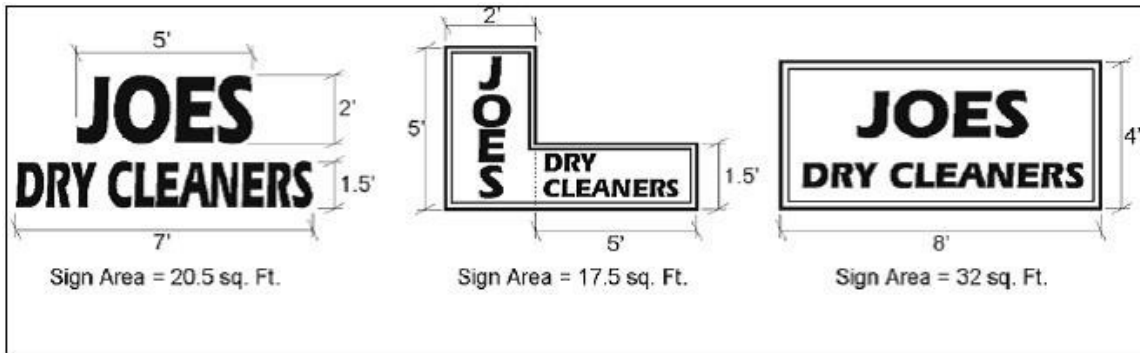
28.96.50—90 General Requirements for All Signs

A. **Sign area.** The measurement of sign area to determine compliance with the sign area limitations of this Section shall occur as follows:

1. The surface area of a sign shall be calculated by enclosing the extreme limits of all framing, writing, logo, representation, emblem, or other display within a single continuous perimeter composed of squares or rectangles with no more than eight lines. See Figure A.

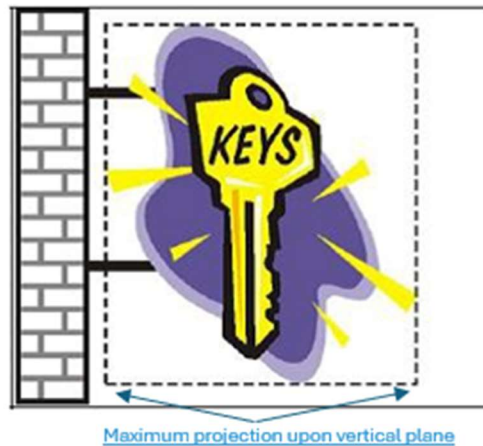
Figure A

SIGN AREA MEASUREMENT



2. Supporting framework or bracing that is clearly incidental to the display itself shall not be computed as sign area.
- ~~3. The area of a double-faced (back-to-back) sign shall be calculated as a single sign face if the distance between each sign face does not exceed 18 inches, and the two faces are parallel with each other.~~
- 4.3. Where a sign consists of one or more three-dimensional objects (e.g., balls, cubes, clusters of objects, sculpture or statue-like trademarks), the sign area shall be measured as their maximum projection upon a vertical plane. See Figure B.

Figure B



- 5.4. For signs that incorporate time and temperature devices, the area of these devices shall not be included in the total area of the sign.

B. Sign height (freestanding). The height of a freestanding sign shall be measured as the vertical distance from the finished grade adjacent to the base of the sign structure to

the highest point of the structure, where finished grade does not include fill, planters, or other material artificially placed to increase sign height.

C. Sign location requirements.

1. All signs shall be located on the same site as the subject of the sign, except as otherwise allowed by this Section. A sign may project over an adjacent public right-of-way only when authorized by an encroachment permit as well as a Sign Permit.
2. The location of each sign shall be evaluated during the Sign Permit process to ensure appropriate setbacks relative to sign height and area, architectural compatibility for wall-mounted signs, and preservation of visibility for existing signs on adjacent properties. Additionally, signs must not impair pedestrian or vehicular safety. No sign shall be located within, or so that it overhangs a public right-of-way, except as otherwise allowed by this Section.
- ~~3. The location of each sign shall be evaluated during the Sign Permit process to ensure that:
 - a. The proposed setback is appropriate for the height and area of a freestanding or projecting sign;
 - b. A wall-mounted flush or projecting sign is consistent with the architectural design of the building, and does not cover windows or architectural features other than undecorated wall surfaces;
 - c. A sign does not unreasonably block sight lines to an existing sign on adjacent property; and
 - d. The sign does not impair pedestrian or vehicular safety.~~

D. Design criteria for signs. The following design criteria shall be used in reviewing the design of individual signs. Substantial conformance with each of the following design criteria shall be required before a Sign Permit or Building Permit can be approved.

1. **Color.** ~~Signs shall utilize one (1) base color with up to three (3) accent colors, excluding business logos. Colors on signs and structural members should be harmonious with one another and reflective of the dominant colors of the building or buildings being identified. Contrasting colors may be utilized if the overall effect of the sign is still compatible with the building colors and prevailing colors in the surrounding neighborhood (where a theme can be identified).~~
2. **Materials and Structure.**
 - a. Insofar as possible, sign materials should match the materials used on the building and on other signs located on the subject parcel.
 - b. Materials selected for permanent signs shall be durable and capable of withstanding weathering over the life of the sign with reasonable maintenance.
 - c. The size of the structural members (e.g. columns, crossbeams, and braces)

~~should be proportional to the sign panel they are supporting. In general, fewer larger supporting members are preferable to many smaller supports.~~

- ~~d. The use of reflective materials or surfaces should be minimized and may not distract motorists or create other hazards.~~
- ~~e. Signs are to be constructed predominately of natural materials that reflect an agrarian character.~~
- ~~f. The design of signs shall contribute to the sense of continuity, quality, and character consistent with the surrounding agricultural theme of Solano County. This agricultural theme shall apply to property zoned as Exclusive Agricultural (A), Suisun Marsh Agricultural (A-SM), or Suisun Valley Agricultural Districts. If a conflict exists between 28.96.90(D)(2) and an adopted specific or strategic plan, the Standards contained within the specific or strategic plan shall apply. not apply to urban areas in unincorporated Vallejo.~~

~~Sign materials (including the materials used in framing and support structures) should be representative of the type and scale of materials used on the building or buildings which the sign identifies. Insofar as possible, sign materials should match the materials used on the building and on other signs. Materials selected for permanent signs shall be durable and capable of withstanding weathering over the life of the sign with reasonable maintenance.~~

~~The size of the structural members (e.g. columns, crossbeams, and braces) should be proportional to the sign panel they are supporting. In general, fewer larger supporting members are preferable to many smaller supports.~~

~~The use of individual letters incorporated into the building design is encouraged, rather than signs with background and framing other than the building wall.~~

~~The use of reflective materials or surfaces should be minimized, and may be approved only where the Zoning Administrator determines that they will not distract motorists or create other hazards.~~

E. **Illumination of signs.** When allowed by Section 28.96.860 (Zoning District Sign Standards), the artificial illumination of signs, either from an internal or external source, shall be designed to minimize light and glare on surrounding rights-of-way and properties.

~~1.—External light sources shall be directed and shielded to limit direct illumination of any object other than the sign and shall not interfere with the reasonable enjoyment of residentially zoned properties.~~

~~2.1. The light from an illuminated sign shall not be of an intensity or brightness that will interfere with the reasonable enjoyment of residential properties. In areas with low ambient nighttime illumination levels (e.g., residential neighborhoods or business districts with little or no illuminated signing) applicants shall be encouraged to use light, illuminated copy against dark or opaque backgrounds.~~

~~3.—Signs shall not have blinking, flashing, or fluttering lights or other illuminating devices~~

~~that have a changing light intensity, brightness or color.~~

- ~~2. Sign lighting shall be designed and located so that it will not be confused with or construed as traffic control devices, and so that neither the direct nor reflected light from a sign will create a hazard to motorists.~~

~~4.3. Signs may be illuminated only with continuous (non-blinking) lighting.~~

~~4. Signs may be illuminated only with:~~

~~a. Neon tube lighting, if fully contained within a cabinet covered with a clear glass or plastic face, or if comprised of individual pan channel letters covered with a clear glass or plastic face;~~

~~b. External lighting;~~

~~c. Internal lighting; or~~

~~d. Halolighting.~~

~~The direct lighting of signs shall be prohibited. For the purposes of this Section, "direct lighting" means the use of reflective type bulbs or incandescent lamps on the exterior surface of a sign to form the text or images of sign copy. Light sources shall utilize energy efficient fixtures to the greatest extent possible. Illuminated panels, visible tubing, and strings of lights outlining all or a portion of a building, other than lighting that is primarily for indirectly illuminating architectural features, signs, or landscaping, shall be deemed "signs" subject to this Section and shall be counted as part of the allowed sign area. Each line of tubing or lights shall be deemed to have a minimum width of at least six inches for the purpose of area calculation.~~

- ~~F. **Maintenance of signs.** Signs and supporting hardware, including temporary signs, shall be maintained in good repair at all times. Repairs to signs shall be of equal or better in quality of materials and design as the original sign. Signs that are not properly maintained and are dilapidated shall be deemed a public nuisance, and may be abated.~~

- ~~G. **Removal of signs.** When existing signs are removed or replaced, all brackets, poles, and other supports that are no longer required shall also be removed. Unpainted areas shall be painted to match the adjacent portion of the building or sign support structure.~~

28.96.70100 Standards for Specific Types of Signs

Proposed signs shall comply with the following standards where applicable, in addition to the sign area and height limitations, and other requirements of Section 28.96.8060 (Zoning District Sign Standards), and all other applicable provisions of this Section.

- A. Awning signs.** The following standards apply to awning signs in all zoning districts where allowed ~~by Section 28.96.060 (Zoning District Sign Standards).~~

1. Signs on awnings are limited to ground level and second story occupancies only.

2. Awnings shall not be internally illuminated. Translucent awning materials are prohibited.

~~3. A tenant space may use either an awning sign or storefront (wall or projecting) sign, but not both.~~

~~4. Sign letter height shall not exceed eight inches.~~

~~5.3. The use of logos or symbols depicting the unique nature of a business are encouraged on the sloped face of awnings, provided that their area shall not exceed 10 percent of the total sloped awning face. Logo or symbol area is defined by the smallest continuous line rectangle that can be drawn around the logo or symbol. Sign copy other than logos or symbols is prohibited on the sloped face of awnings.~~

B. Freestanding signs. The following standards apply to freestanding signs in all zoning districts where allowed by Section 28.96.060-080 (Zoning District Sign Standards).

1. General requirements.

a. Sign height shall not exceed six feet. (See Section 28.96.9050-B for measurement.)

b. A freestanding sign may be placed only on a site frontage adjoining a public street.

~~c. Multiple signs shall be separated by a minimum of 75 feet to ensure adequate visibility for all signs. The Zoning Administrator may waive this requirement where the locations of existing signs on adjacent properties would make the 75-foot separation impractical.~~

~~d.c.~~ d.c. The sign shall not project over public property, vehicular easements, or rights-of-way.

~~e.d.~~ e.d. To assist emergency response personnel in locating the site, a freestanding sign should contain an illuminated street address plate. ~~Numbers should be a minimum of six inches in height. Address plates shall not to~~ be calculated as part of the allowed sign area.

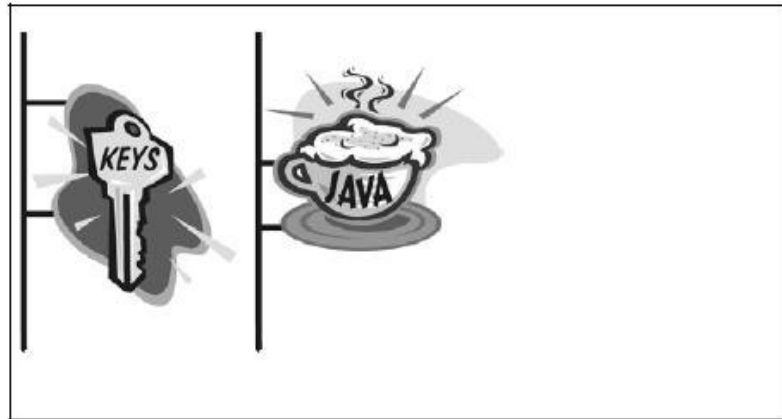
C. Projecting signs. Projecting signs are allowed as follows.

1. The maximum projection of a sign from a building wall over a public right-of-way shall not exceed 36 inches.

2. The maximum height of a projecting sign shall not exceed 14 feet, eave height, parapet height, or sill height of a second floor window, whichever is less. No portion of the sign shall project above the eave line of a sloped roof or the top of the parapet on a flat roof.

3. A projecting sign shall be installed to maintain a minimum clearance of eight feet from the bottom of the sign to the finished grade below.

4. Icon signs using shapes or symbols, creative shapes, and three dimensional signs are encouraged.



~~5.4.~~ The sign shall be graphically designed for pedestrians, with a maximum area of nine square feet on each sign face, regardless of the length of the building frontage.

~~6. Sign supports shall be well designed and compatible with the design of the sign.~~

~~7.5.~~ Interior illuminated boxed display signs (“can” signs) are prohibited.

D. **Wall signs.** The following standards apply to wall signs in all zoning districts where allowed ~~by Section 28.66.060 (Zoning District Sign Standards).~~

1. Wall signs may be located on any ~~primary or secondary building structure~~ frontage.

~~2. The area of the largest wall sign shall not exceed seven percent of the area of the building facade on which the sign is mounted or painted, including the area of windows, doors, and recesses.~~

~~3.2.~~ The signs shall not project from the surface upon which they are attached more than required for construction purposes and in no case more than ~~42-18~~ inches.

~~4.3.~~ The signs shall not project above the eave line or the edge of the roof of a building.

~~5.4.~~ The signs shall not be placed so as to interfere with the operation of a door or window.

E. **Temporary signs.** Temporary signs are allowed subject to the following requirements.

1. **Construction signs.** Construction identification signs ~~may be~~ allowed in all zoning districts ~~with Sign Permit approval,~~ in compliance with the following standards:

~~a. Only one sign, located on premise, shall be allowed;~~

~~b.a.~~ The combined area of the signs shall not exceed ~~32-60~~ square feet;

~~e.b.~~ Sign height shall not exceed six feet; and

~~c.~~ The sign shall not be illuminated; ~~and~~

~~d.~~ Construction signs must be removed within two (2) weeks of final inspection of the subject matter of the sign.

~~e. A construction sign shall not be allowed if an on-premise subdivision sign is approved.~~

2. **Campaign signs.** Campaign signs are allowed ~~without a Sign Permit~~ provided that the signs compliance with the following standards:

a. May be installed on private property with the property owner’s consent for up to 60 days prior to an election;

- b. Shall not exceed 12 square feet in area within residential zoning districts and 32 square feet in area within nonresidential zoning districts; and
 - c. Shall be removed within seven (7) days following the election.
3. **Real estate signs.** Real estate signs are allowed ~~without a Sign Permit~~ in compliance with California Civil Code Section 713, provided that the signs comply with the following requirements.
- ~~a. Properties are allowed one real estate sign of no more than thirty-two square feet, with a maximum height for freestanding signs of six feet, for each parcel frontage.~~
 - ~~a. Commercial, industrial, agricultural and other non-residential zoning districts. Properties within commercial, industrial, and other non-residential zoning districts shall be allowed one real estate sign of no more than thirty-two square feet, with a maximum height for freestanding signs of six feet, for each parcel frontage.~~
 - ~~b. Residential zoning districts.~~
- ~~On-premise signs. One residential real estate sign not more than six square feet in area, advertising the sale or lease of a parcel or structure, may be located on the property it advertises.~~
- ~~e.—~~
 - d.b. Off-premise directional signs.** Off-site real estate directional signs not more than six square feet in area may be located on private property, provided that they do not obstruct or impede pedestrian or vehicular traffic and are not secured to prevent removal. No real estate sign shall be permitted within a public right-of-way.
4. **Subdivision directional signs, off-premise.** Off-premise signs providing directions to a new subdivision may be allowed with Sign Permit approval a minor sign permit, and shall comply with the following standards:
- a. A maximum of two off-site signs may be located on private property (not within any public right-of-way).
 - b. The total area of each sign shall not exceed 24 square feet;
 - c. The height of each sign shall not exceed six feet;
 - d. The signs shall not be illuminated; and
 - ~~e. The signs may be displayed only during the two years following date of recordation of the final map, or until all of the units have been sold, whichever occurs first; and~~

e. The signs shall not affect pedestrian or vehicular safety.

f. Signs must be removed within two (2) years of sign permit issuance.

5. Subdivision signs, on-premise. On-premise subdivision identification signs may be allowed with a minor sign permit Sign Permit approval, in compliance with the following standards:

a. A maximum of two on-site signs may be located within the project boundaries, provided that no more than one sign per street frontage is allowed, and multiple signs shall be separated by a minimum of 75 feet.

b. The area of each sign shall not exceed 32 square feet;

c. Sign height shall not exceed six feet; and

~~**d.** The signs shall not be illuminated; and~~

d.

~~**6.** Signs must be removed within two (2) years of sign permit issuance.~~

~~**a-c.** The signs may be displayed only during the two years following the date of recordation of the final map, or until all of the units have been sold, whichever occurs first.~~

~~**6. Portable Off-Premise Sign.** One portable off-premise sign is allowed per legal parcel with permission from the property owner of where the sign is to be located (receiving site), when in compliance with the following standards:~~

~~**a.** The receiving site may have no more than one (1) off-premise sign;~~

~~**b.** The area of the sign shall not exceed 10 square feet;~~

~~**c.** Sign height shall not exceed 6 feet;~~

~~**d.** A portable Off-Premise Sign cannot be on a foundation or embedded into the ground in a permanent fashion;~~

~~**e.** The sign shall not be illuminated; and~~

~~**f.** The sign must be outside of the public right of way.~~

~~**g.** Portable off-premise signs can be placed on a receiving site for no more than 90 days per calendar year.~~

~~**Temporary signs within commercial zoning districts.** Temporary on-premise signs are allowed within commercial zoning districts without a Sign Permit for a maximum of 30 days after the opening of a new business, provided that the area of the temporary signs shall not exceed 50 percent of the total sign area allowed on the site by Section 28.66.060 (Zoning District Sign Standards).~~

~~**Temporary signs within agricultural zoning districts.** Temporary on-premise signs are~~

~~allowed within agricultural zoning districts with a Sign Permit, provided that the area of the temporary signs shall not exceed 50 percent of the total sign area allowed on the site by Section 28.66.060 (Zoning District Sign Standards).~~

F. Window signs. The following standards apply to window signs in all zoning districts.

1. **Maximum sign area.** Permanent and temporary window signs shall not occupy more than ~~20-33~~ percent of the total window area.

~~**Permanent window signs.** Permanent window signs shall:~~

~~Be allowed only on windows located on the ground level and second story of a building frontage; and~~

~~Consist of individual letters, logos, or symbols applied to the glass surface; provided that neon signs with transparent backgrounds may be hung inside the window glass line.~~

~~**Temporary window signs.** Temporary window signs may be allowed provided that the signs shall be:~~

~~Displayed for a maximum of 10 consecutive days; and~~

~~Located only within the ground floor windows of the structure.~~

~~**Directional Sign.** An on-premise sign which is designed and erected solely for the purposes of directing vehicular and/or pedestrian traffic within a project may be permitted by the Zoning Administrator upon submittal and approval of a sign plan.~~

~~28.96.80 — Exceptions to Sign Area Standards~~

~~The Zoning Administrator may grant an exception to increase the allowed area of a sign up to a maximum of 25 percent if it is first determined that the sign will need additional area to be readable from the major street approach to the site because of:~~

~~The position or setback of the existing building where the sign is proposed; or~~

~~The exceptional size of the structures, uses, or site.~~

28.96.32110 Master Sign Plans

~~**A. Applicability.** Notwithstanding any other provision of this chapter, a master sign program shall be required for signs serving multiple-occupancy commercial buildings with four or more tenants or, due to the nature of the use proposal, requires multiple signs with consistent designs to exceed 200% of the allowed signage. The purpose is to provide for coherent and attractive signs for this type of development to exceed the additional sign area.~~

~~**A. When required.** The Zoning Administrator has the authority to approve or disapprove a master sign plan. A master sign plan is required prior to the issuance of any sign permit for:~~

~~1. A new nonresidential project with four or more tenants; or~~

~~2. Exterior remodeling of an existing nonresidential project with four or more tenants that involves major rehabilitation work or a request to modify 50 percent or more of the existing signs on the site within a 12-month period. For the purposes of this provision, "major rehabilitation work" means adding more than 50 percent to the gross floor area of the building/buildings, or exterior redesign of more than 50 percent of the length of any facade within the project.~~

All signs installed or replaced within the nonresidential project pursuant to a master sign plan shall comply with the approved master sign plan.

- B. ~~Content of plan~~ Plan Requirements.** A master sign plan shall ~~identify the placement, construction, size, materials, colors, method of lighting, and other related requirements for all advertising signs~~ provide standards for the uniform style, construction, size, and placement of signs within the proposed nonresidential project.
- C. ~~Additional~~ Signage.** The ~~Zoning Administrator~~ Planning Commission, in approving a master sign plan, may permit an increase in the number of signs and the total allowable sign area ~~beyond Section 28.96.80~~ when, in the judgment of the ~~Zoning Administrator~~ Planning Commission, the total number of tenants or the configuration of the site and buildings warrant an increase in signage and ~~would not be detrimental to the appearance of the area or public health, safety, or welfare~~ larger signage would not be detrimental to the appearance of the area. The maximum allowable increase is limited to double the allowable maximum number of signs and allowable sign area.
- ~~D. Findings for~~ Approval.** The master sign program shall be ~~subject to~~ processed as a ~~major sign permit as provided in 28.96.70, and the Zoning Administrator~~ Planning Commission ~~must make the following findings prior to approval:~~ A master sign plan shall not be approved unless the Zoning Administrator first makes all the following findings:

D.

1. The area, amount, or height increase is appropriate for the area and scope of the project;
2. An increase in the sign's area, amount, or height is necessary to ensure adequate readability from the adjacent street, to address the position or setback of the existing building where the sign will be located, or to accommodate the exceptional size of the structures, uses, or site design;
- ~~1.~~ The proposed signs are in substantial conformance with 28.96.90 (General Requirements for All Signs) and 28.96.100 (Standards for Specific Types of Signs). ~~The proposed signs do not exceed the standards of Sections 28.96.60 (Zoning District Sign Standards) and 28.96.70 (Standards for Specific Types of Signs), and are of the minimum size and height necessary to enable motorists and pedestrians to readily identify the facility or site from a sufficient distance to safely and conveniently access the facility or site;~~
- 3.
- ~~2.~~ All signage will be designed to be substantially visually consistent and constructed with similar materials; ~~and The size, location, and design of the signs are visually complementary and compatible with the size and architectural style of the primary structures on the site, any prominent natural features of the site, and structures and prominent natural features on adjacent properties on the same street in the immediate vicinity; and~~
- 4.

~~3.—The size, location, and design of the signs are visually complementary and compatible with the size and architectural style of the primary structures on the site, any prominent natural features of the site, and structures and prominent natural features on adjacent properties on the same street in the immediate vicinity. The proposed signs are in substantial conformance with the sign design criteria provided in Sections 28.96.50(D) and (E).~~

~~4.5. Time limit for action. A master sign plan shall be approved or disapproved by the Zoning Administrator within 30 days of the application being accepted as complete~~

28.96.100–120 Violations and Abatement

~~**A. Public nuisance declared.** Signs that are in violation with chapter 28.96 or found to be unsafe are prohibited and declared to be a public nuisance, and shall constitute a violation of this chapter subject to enforcement under Section 28.113.~~

~~The Board of Supervisors may declare a sign a public nuisance and require its correction or removal if:~~

~~The sign is significantly damaged either in support structure or sign face, as determined by the Building Official;~~

~~The sign is illegible either through fading, rusting, or erosion of the sign face or through faulty or missing illumination;~~

~~The sign is unsafe for vehicles or pedestrians;~~

~~The sign is otherwise erected or maintained contrary to the provisions of this Section.~~

~~**Removal of abandoned sign.** A sign shall be removed by the owner or lessee of the premises upon which the sign is located when the business that it advertises is no longer conducted on the premises. If the owner or lessee fails to remove the sign, the Zoning Administrator shall give the owner 30 days written notice to remove it. Upon failure to comply with the notice, the Zoning Administrator may have the sign removed at the owner's expense.~~

28.96.110–130 Appeal

~~The denial of an application for a sign permit may be appealed in compliance with Section 28.112 (Appeals). The denial of an application for a sign permit may be appealed in compliance with Section 28.112 (Appeals). The planning commission shall act to grant or deny the appeal within 60 days of receipt of the request for review/appeal.~~

~~28.96.120 Judicial Review~~

~~Any permit issued or denied in compliance with this Section shall be subject to expedited judicial review in accordance with the time limits set forth in Code of Civil Procedure Section 1094.6 et seq.~~

Section 2.

This Ordinance is exempt from the California Environmental Quality Act (Public Resources Code §21000, et seq.) (CEQA) pursuant to CEQA Guidelines (Cal. Code Regs., tit. 14, §15000 et seq.) Section 15061(b)(3) (Common Sense Exemption) because the proposed project has no potential to cause a significant effect on the environment. The proposed project entails a set of minor

amendments to the text of Chapter 28 of the Solano County Code related to sign standards in the unincorporated area, including a reorganization of Section 28.96 to promote readability, practicality, and internal consistency. The proposed zone text amendment will not alter prior regulations for intensity or location of development or otherwise compel any physical disturbance to the existing physical environment.

In addition, CEQA Guidelines Section 15311 exempts minor accessory structures including on-premises signs. The proposed amendments will create a ministerial sign permit for minor on-premises signs that will not result in significant effects on the environment.

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 4.

This Ordinance will be effective thirty (30) days after its adoption.

Section 5.

A summary of this ordinance will be published within 15 days of its adoption in the Fairfield Daily Republic, a newspaper of general circulation in Solano County.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on April 7, 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:

DEPARTMENT OF RESOURCE MANAGEMENT



Planning Services Division

**NOTICE OF PUBLIC HEARING
(Board of Supervisors)**

NOTICE IS HEREBY GIVEN that the Board of Supervisors will hold a PUBLIC HEARING to consider zone text amendment ZT-24-04, which would amend Chapter 28 (Zoning Regulations) of the Solano County Code to revise and update section 28.96 (Signs) to streamline development standards, allow for additional signage, create a minor sign permit for faster ministerial review, create a major sign permit for discretionary review, and allow for small off site signage. The project has been determined not to have a significant effect on the environment and is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to the General Rule Section 15061(b)(3). (Project Planner: JT Lee, 707-784-6765)

The hearing will be held in the Board of Supervisors Chambers, County Administration Center, 1st Floor, 675 Texas Street, Fairfield on **Tuesday, April 7, 2026, at 9:00 a.m.** or as soon thereafter as the matter may be heard. Staff reports are available by 5:00 pm the Friday prior to the meeting at www.solanocounty.gov under Board Meetings & Agendas.

The County of Solano does not discriminate against persons with disabilities. If you wish to participate in this meeting and you will require assistance in order to do so, please contact the Department of Resource Management at 707-784-6765 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, please see the options below:

In-Person: You may submit public comments in person at the date and time listed. **Email/Mail:** Written comments can be submitted to the Clerk of the Board at Clerk@solanocounty.gov or at Clerk of the Board, 675 Texas Street, Suite 6500, Fairfield, CA 94533 and must be received by 5:00 p.m. the Monday prior to the meeting.

Phone:

To submit comments verbally from your phone during the meeting, you may do so by dialing: 1-415-655-0001 and using Access Code 2632-043-6228 on your phone. No attendee ID number is required. Once entered in the meeting, you will be able to hear the meeting. Press *3 to raise your hand when the public comment period is opened, and the Clerk will call on you to speak when it is time. The Board of Supervisors offers the opportunity to call in to this hearing as a courtesy to the public. If no member of the Board of Supervisors is attending the meeting via teleconference, and a technical error or outage occurs on the teleconference feed affecting the call in number, the Board of Supervisors will continue the hearing in public in the County Board of Supervisors' Chambers.

If you challenge the proposed consideration in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Board of Supervisors at, or prior to, the public hearing.

IAN GOLDBERG
Clerk of the Board of Supervisors
County of Solano, State of California



Solano County

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

Agenda Submittal

Agenda #:	24	Status:	Closed Session
Type:	Closed Session	Department:	Clerk of the Board of Supervisors
File #:	26-204	Contact:	Alicia Draves, 784-6125
Agenda date:	04/07/2026	Final Action:	

Title: 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

3) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (Pursuant to Government Code § 54956.9(d)(4)) - Initiation of litigation: two cases

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

