

Non-Binding Term Sheet

This preliminary non-binding term sheet ("Term Sheet") contains threshold terms to be included in a potential definitive contract (the "Contract") for the services described below. The parties would be the County of Solano ("County") and the City of Vallejo ("City"). The proposed transaction is subject to (i) the acceptance by both County and City of the principal terms as finally negotiated, and (ii) the negotiation, execution and delivery of a definitive Contract and any other agreements related thereto. It is understood that this Term Sheet does not constitute a binding contract, and that the parties do not intend to be legally bound, unless and until a definitive Contract has been approved by the County's Board of Supervisors and the City's City Council and executed by both parties. Unless and until a definitive Contract has been executed by both parties, either party is free to terminate further negotiations at any time, with or without cause.

GENERAL TERMS:

- 1. Services:** City requests that the Solano County's Sheriff's Office ("S.O.") provide municipal police protection within the corporate limits of the City. It is proposed that the S.O. would provide the services in Beats 1, 2, 3, and 4, according to Vallejo Police Department Beat Map, during the hours of 1200 hrs. – 2400 hrs., seven days a week.
- 2. Indemnity:** The Contract to include the following indemnification language:
 1. City agrees to indemnify, defend, and hold harmless County, its officers, officials, employees, agents, elective and appointive boards, and volunteers from any and all liability, claims, loss, expense, costs, damage, including property damage, personal injury, death and liability of every kind, (including without limitation costs and attorneys' fees) of every nature directly or indirectly arising out of or in connection with the services provided under this Contract, and for City's failure to comply with any of its obligations contained in this Contract, except only such loss or damage caused by the willful misconduct of County.
 2. County's acceptance of insurance required by this Contract does not relieve City from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by County regardless if any insurance is applicable or not.
 3. City's obligations under this indemnification clause shall remain in full force and effect even after the termination or expiration of this Contract, with respect to any claims, losses, damages, injuries, or liabilities that arise out of or are connected with any event, circumstance, act, or omission that occurred during the term of this Contract.
- 3. Staffing:** Up to 17.0 full time employees ("FTE") consisting of 1.0 FTE Lieutenant, 2.0 FTE Sergeants, 12.0 FTE Deputies, and 2.0 FTE Dispatchers. Staffing levels are subject to availability of personnel without reduction in coverage for County needs and the requirements of SB 1379, which sunsets on January 1, 2027.

Selection. The S.O. will be solely responsible for selecting and assigning staff to provide services under the Contract, other than for the Lieutenant as described below. The S.O. will assign experienced qualified Sheriff's Office personnel to perform services under the Contract.

Lieutenant. After consultation with the City Manager, the S.O. will make the final selection of the Lieutenant from among a candidate pool selected by the S.O. The Lieutenant will act as the point of contact with the City and will consult with and consider any recommendations from the City Manager on all key matters within the scope of the Contract.

The Sheriff will confer with the City Manager should questions arise relative to performance of the Lieutenant. In the event the City Manager is dissatisfied with the performance of the Lieutenant, and reasonable personnel actions are unsuccessful in resolving the performance issues to City Manager's satisfaction, the Sheriff shall coordinate the selection and appointment of a new Lieutenant.

Supervision. The S.O. will be responsible for all administrative tasks and personnel matters related to the services provided under the Contract including but not limited to hiring and supervision of personnel, establishing standards of performance, assignment of personnel, determining and effecting discipline, determining training required, maintaining personnel files, and other matters relating to the performance of services and control of personnel.

Rules, Regulations, Procedures and Policy. Personnel assigned to provide services under the Contract will be required to abide by all rules, regulations, policies, and procedures applicable to County employees and specifically Sheriff's Office employees. The County is bound by collective bargaining agreements covering County employees performing services under the Contract and the terms of those bargaining agreements shall prevail over any conflicting terms of the Contract. The Sheriff and City Manager will confer should any conflict exist between County and City procedures, with the Sheriff retaining final authority to determine resolution of any such conflicts.

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

5. Further Conditions:

a. A definitive Contract is conditioned upon the determination that the Settlement Agreement entered into by Rob Bonta, Attorney General of the State of California, and the City of Vallejo, as of April 8, 2024, will not be applicable to the County. Such determination must be made by the Attorney General or his designee.

b. A definitive Contract is conditioned upon agreement by the applicable County employee bargaining units.

6. Budget (the budget is subject to change depending on final operational model)

PERSONNEL: 17 FTEs	\$5,831,905
Subtotal Personnel	\$5,831,905
SERVICE & SUPPLIES Crime analysis services and software	\$200,000

Law enforcement staff one-time outfitting (uniform, vest, helmet, radio, phone, bodycam, tazers, gear) with replacement costs as needed	\$181,661
Ongoing cost body worn	\$14,010
Ongoing cost cell phones	\$7,740
Subtotal Service and Supply	\$403,411
SERVICE VEHICLES	
8 vehicle purchases and outfitting ¹	\$981,259
Vehicle maintenance and fuel	\$269,951
Ongoing in-car video	\$25,464
Subtotal Service Vehicles	\$1,276,674
Expense w/o Administrative OH	\$7,511,990
S.O. Administrative Overhead	\$1,787,854
INSURANCE AND LIABILITY COSTS	
Administrative costs	\$500,000 ²
Workers Compensation (additionally, City to quarterly reimburse County for all w.c.-related claims payments made Reserve	\$57,700 ³ + costs incurred
Insurance costs	\$1,000,000 ⁴
	\$375,000
Subtotal Insurance and Liability Costs	\$1,932,700
Total Projected Expenses	\$11,232,544
Plus potential one-time costs for ensuring proper radio dispatch communications, costs TBD	

¹ Upon the expiration or earlier termination of the Contract, the S.O. will have the option to purchase the vehicles from City, or the vehicles will become the property of City.

² Cumulative time spent by Claims and Litigation Manager, County Counsel and Sheriff's Office staff in processing claims, overseeing litigation, responding to discovery requests, Public Records Act requests, depositions, Pitchess motions, etc.

³ Premium increase for additional employees

⁴ Reserve to pay costs on any tender of indemnity disputed by Vallejo and reimbursable to City if unused.