

# **Solano County**

675 Texas Street  
Fairfield, California 94533  
[www.solanocounty.com](http://www.solanocounty.com)



## **Agenda - Final**

**Tuesday, October 8, 2019**

**9:00 AM**

**Board of Supervisors Chambers**

### **Board of Supervisors**

*Erin Hannigan (Dist. 1) Chairwoman*  
*(707) 553-5363*

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

*James P. Spring (Dist. 3)*  
*(707) 784-6136*

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

*Skip Thomson (Dist. 5)*  
*(707) 784-6130*

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

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

The County of Solano does not discriminate against persons with disabilities and is an accessible facility. If you wish to attend this meeting and you will require assistance in order to participate, please call the Office of the Clerk of the Board of Supervisors at 707-784-6100 at least 24 hours in advance of the event to make reasonable arrangements to ensure accessibility to this meeting.

Non-confidential materials related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection at the Solano County Government Center, 6th Floor Receptionist's Desk, 675 Texas Street, Fairfield, during normal business hours.

If you wish to address any item listed on the Agenda, or Closed Session, please submit a Speaker Card to the Board Clerk before the Board considers the specific item. Cards are available at the entrance to the Board chambers. Please limit your comments to three minutes. For items not listed on the Agenda, please see items from the public below.

## **AGENDA**

### **CALL TO ORDER - 9:00 A.M.**

### **ROLL CALL**

### **SALUTE TO THE FLAG AND A MOMENT OF SILENCE**

### **PRESENTATIONS**

#### General Services:

- 1      **19-769**      Adopt and present a resolution and plaque of appreciation to Dianne Luna, Central Services Manager, upon her retirement from the Solano County Department of General Services, honoring her for 31 years of public service in California counties, including over 14 years of dedicated service to Solano County (Chairwoman Hannigan)

Attachments:    [A - Resolution](#)

Board of Supervisors:

- 2      **19-745**      Adopt and present resolutions recognizing the Solano County Office of Education selectees, Daryl "DJ" Stillwell as the Solano County Classified School Employee of the Year for 2019/20 and Matt O'Reilly as the Solano County Teacher of the Year for 2019/20 (Supervisor Brown and Supervisor Thomson)

Attachments:    [A - Resolution - Teacher of the Year](#)  
                         [B - Resolution - Classified School Employee of the Year](#)

**ITEMS FROM THE PUBLIC**

*This is your opportunity to address the Board on a matter not listed on the Agenda, but it 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 three minutes. The Board will hear public comments for up to fifteen 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**County Counsel:

- 3      **19-761**      Adopt a resolution accepting claims for excess proceeds from tax-defaulted property sales and authorizing distribution of excess proceeds from the sales

Attachments:    [A - Excess Proceeds Table](#)  
                         [B - Resolution](#)

Treasurer-Tax Collector-County Clerk:

- 4      **19-758**      Approve a resolution authorizing the transfer of up to 85% of FY2019/20 anticipated revenues from the Treasury Pool funds to the Dixon Unified School District (DUSD) as mandated under Article XVI Section 6 of the California Constitution from July 1, 2019 to April 27, 2020

Attachments:    [A - Resolution](#)  
                         [B - DUSD Resolution 19-1611](#)  
                         [C - DUSD Resolution 19-1604](#)

General Services:

- 5      **19-748**      Approve agreements with Cannon Parkin, Inc. (dba. Cannon Design) for \$193,000, and KC Engineering Company for \$10,989, for architectural and engineering services to prepare project site improvement plans for a Child Start facility on County property located at 1500 Solano Avenue, Vallejo; Approve an Appropriation Transfer Request (ATR) for \$914,930 from the Accumulated Capital Outlay Fund Contingencies for project design and construction costs (4/5 vote required); and Authorize the County Administrator to execute the agreements and amendments within the approved budget, and to execute a ground lease with Child Start, Inc.

Attachments:    [A - Location Map](#)  
                         [B - Project Budget](#)  
                         [C - Ground Lease Rates](#)  
                         [D - Cannon Design Contract](#)  
                         [E - KC Engineering Contract](#)

- 6      **19-768**      Approve the Notices of Completion for the Solano County Fairgrounds Grandstands, Stables and Site Demolition Project located at 900 Fairgrounds Drive, and for the demolition of the former Weights and Measures building at 540-560 Fairgrounds Drive in Vallejo by Central Valley Environmental, Inc. of Fresno; and Authorize the Clerk of the Board to record the executed Notices of Completion

Attachments:    [A - Notice of Completion - 900 Fairgrounds](#)  
                         [B - Notice of Completion - 540-560 Fairgrounds](#)  
                         [C - Summary of Project Funding and Expense](#)



Human Resources:

- 7      **19-778**      Adopt a resolution approving a successor collective bargaining agreement between Solano County and Unit 12 - Probation Officers represented by Solano Probation Peace Officer Association
- Attachments:    [A - Resolution](#)  
                         [B - MOU for Unit 12](#)
- 8      **19-779**      Adopt a resolution approving a successor collective bargaining agreement between Solano County and Unit 15 - Probation Supervisors represented by Solano Probation Peace Officer Association
- Attachments:    [A - Resolution](#)  
                         [B - MOU for Unit 15](#)

Information Technology:

- 9      **19-771**      Adopt a resolution amending the List of Numbers and Classifications of Positions to add 2.0 FTE project based limited term Information Technology Analyst IV, expiring on June 30, 2022, in the Department of Information Technology's Solano County Integrated Property System (SCIPS) Division to assist with the replacement of the County's property tax system and the implementation of the County Assessment and Taxation System (CATS)
- Attachments:    [A - Resolution](#)

First 5 Solano:

- 10     **19-762**      Approve an agreement with the City of Vallejo for \$100,000 in revenue for tenant improvements at the Vallejo First 5 Center, for a term of October 1, 2019 to June 30, 2020; and Approve an Appropriation Transfer Request (ATR) for \$100,000 to recognize the unanticipated revenue in FY2019/20 (4/5 vote required)
- Attachments:    [A - Agreement](#)

Library:

- 11     **19-770**      Accept the annual report from the Measure L Library Sales Tax Measure Independent Citizen's Oversight Committee on the use of library sales tax funds for the period of July 1, 2018 through June 30, 2019
- Attachments:    [A - Measure L Expenditure Plans](#)  
                         [B - September 16, 2019 Minutes](#)

**LAND USE/TRANSPORTATION**Resource Management:

- 12      **19-755**      Consent to the disbursement of \$200,000 from the Green Valley Open Space Maintenance District Fund to the Solano Land Trust to fund a portion of the acquisition of the Souza-Azevedo Ranch

Attachments:    [A - SLT letter](#)  
                         [B - Agreement](#)  
                         [C - Souza Lynch Brown Map](#)

**MISCELLANEOUS ITEMS**County Counsel:

- 13      **19-754**      Approve the appointments of Otome Lindsey and Katie Wadsworth as Trustees of Reclamation District No. 1667 for terms to expire at noon on December 1, 2023

Attachments:    [A - Appointment Request Letter](#)

**REGULAR CALENDAR****Rescheduled Consent Items****Consider the following:**

- A)
- B)
- C)

**BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS****CLOSED SESSION**

- 14      **19-753**      Conference with Labor Negotiators: Solano County representatives: Marc Fox, Jeannine Seher, Mark Love, Georgia Cochran, Birgitta E. Corsello, and Nancy Huston. 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)

Conference with Real Property Negotiators: Property: APN: 0133-050-230, 6996 Leisure Town Road, Vacaville, California; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, and Megan Greve, General Services Director; Negotiating party: Sheila Oakes, Realty One Group Fox; Under negotiation: Price and terms

Attachments:    [A - Memorandum](#)

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

### **ADJOURN:**

*To the Board of Supervisors meeting of October 22, 2019 at 8:30 A.M., Board Chambers, 675 Texas Street, Fairfield, CA*



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## Agenda Submittal

<b>Agenda #:</b>	1	<b>Status:</b>	Presentation
<b>Type:</b>	Resolution-Presentation	<b>Department:</b>	General Services
<b>File #:</b>	19-769	<b>Contact:</b>	Megan Greve, 784-7900
<b>Agenda date:</b>	10/08/2019	<b>Final Action:</b>	
<b>Title:</b>	Adopt and present a resolution and plaque of appreciation to Dianne Luna, Central Services Manager, upon her retirement from the Solano County Department of General Services, honoring her for 31 years of public service in California counties, including over 14 years of dedicated service to Solano County (Chairwoman Hannigan)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 1		
<b>Attachments:</b>	A - Resolution		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ☐ No ☒

Public Hearing Required? Yes ☐ No ☒

### **DEPARTMENTAL RECOMMENDATION:**

The Department of General Services recommends that the Board of Supervisors adopt and present a resolution and plaque of appreciation to Dianne Luna, Central Services Manager, upon her retirement from the Department of General Services, honoring her for 31 years of public service, including over 14 years of dedicated service to Solano County.

### **SUMMARY/DISCUSSION:**

Dianne Luna will be retiring on October 18, 2019 as a Central Services Manager with the Department of General Services after over 14 years of service to Solano County and its residents, and with a total of thirty-one years of public service.

Dianne Luna is a graduate of St. Mary's College, Moraga, California in 1996 with a bachelor's degree in business management. She has earned course completion certificates from the University of California Los Angeles in Electronic Data Management and from the University of California Davis in Executive Leadership. In 2007, Ms. Luna earned the designation of Certified Purchasing Manager from the Institute of Supply Management.

Ms. Luna began her public service career in 1986 as a secretary with the City of El Cerrito Community Services Department and completed her work there as the Assistant Manager. She served as Administrative Support Services Supervisor with the Central Contra Costa Sanitary District. In February of 2005, Dianne accepted a position with the Solano County Department of General Services.

During her career with Solano County, Ms. Luna led a team that includes the County Procurement program, Mail and Courier Services, Surplus Property, Records Management, Historical Records and formerly the

County's Reprographic and Print Services. Under her leadership the Central Services Division has launched a successful employee training series. She has facilitated and taught many educational seminars at annual conferences for the California Association of Public Procurement Officials, California Department of General Services Academy, and the California State Association of Counties. Ms. Luna has worked with small and local businesses by partnering with the Solano Community College's Small Business Development Center to provide instruction on how to win County contracts. In addition, Ms. Luna served as the California Association of Public Procurement Officials Capital Cities Chairperson in 2013 and 2014.

Ms. Luna has served as one of the Logistics Chiefs in the Solano County Emergency Operations Center as well as volunteered to serve during neighboring county's emergencies.

She has transitioned the County's record storage program to an off-site contractor, decreasing costs as well as risk exposures. During her tenure, Ms. Luna even saved a colleague from choking to death. Ms. Luna has been a very valuable member of the General Services team and will be greatly missed.

**FINANCIAL IMPACT:**

The costs associated with preparing the agenda item and with preparation and purchase of the resolution materials and plaque are included in the Board's FY2019/20 Adopted Budget.

**ALTERNATIVES:**

The Board could choose not to adopt the resolution and plaque of appreciation. This alternative is not recommended because Dianne Luna's service to Solano County is worthy of recognition and provides a positive example for others.

**OTHER AGENCY INVOLVEMENT:**

There were no other agencies involved in the preparation of this report, though Ms. Luna has worked collaboratively with many County departments, state and federal agencies in her tenure with Solano County.

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**

# Resolution No. 2019 -

## **RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING DIANNE LUNA UPON HER RETIREMENT FROM THE DEPARTMENT OF GENERAL SERVICES WITH OVER 14 YEARS OF DEDICATED PUBLIC SERVICE TO SOLANO COUNTY**

**WHEREAS**, Dianne Luna obtained her bachelor's in business management from Saint Mary's College, Moraga, California in 1996. She has earned course completion certificates from the University of California Los Angeles in Electronic Data Management and the University of California Davis in Executive Leadership. In 2007, Ms. Luna earned the designation of Certified Purchasing Manager from the Institute of Supply Management; and

**WHEREAS**, Ms. Luna began her 31-year career in public service in 1986 as a secretary with the City of El Cerrito Community Services Department and promoted to Assistant Manager; and

**WHEREAS**, Ms. Luna served as Administrative Support Services Supervisor with the Central Contra Costa Sanitary District; and

**WHEREAS**, in February 2005, Ms. Luna accepted a position as the Central Services Manager for the Solano County Department of General Services; and

**WHEREAS**, during her career with Solano County, Ms. Luna has overseen the County Procurement program, Mail and Courier Services, disposition of Surplus Property, Records Management, Historical Records, and formerly the County's Reprographics and Print Services and has launched a series of successful training programs to educate County staff in services provided by the Central Services Division and small/local businesses in how to do business with Solano County; and

**WHEREAS**, Ms. Luna has served as the California Association of Public Procurement Officials Capital Cities Chairperson in 2013 and 2014; and

**WHEREAS**, Ms. Luna has served as one of the Logistics Chiefs in the Solano County Emergency Operations Center (EOC) as well as volunteered to serve during neighboring county's emergencies; and

**WHEREAS**, during her career, Ms. Luna even saved a colleague from choking to death; and

**WHEREAS**, Ms. Luna has earned the admiration and respect of those who have had the privilege of working with her over the course of her 31 years of public service.

**NOW, THEREFORE BE IT RESOLVED**, that the Solano County Board of Supervisors hereby recognizes Dianne Luna for over 14 years of dedicated service to the residents of Solano County, and wishes her success in her future endeavors and a long, happy, and well-deserved retirement.

Dated this 8<sup>th</sup> day of October, 2019

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ERIN HANNIGAN, Chairwoman  
Solano County Board of Supervisors

ATTEST:  
BIRGITTA E. CORSELLO, Clerk  
Solano County Board of Supervisors

By: \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk



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## Agenda Submittal

<b>Agenda #:</b>	2	<b>Status:</b>	Presentation
<b>Type:</b>	Resolution-Presentation	<b>Department:</b>	Board of Supervisors
<b>File #:</b>	19-745	<b>Contact:</b>	Kelly Dwyer, 784-3004
<b>Agenda date:</b>	10/08/2019	<b>Final Action:</b>	
<b>Title:</b>	Adopt and present resolutions recognizing the Solano County Office of Education selectees, Daryl "DJ" Stillwell as the Solano County Classified School Employee of the Year for 2019/20 and Matt O'Reilly as the Solano County Teacher of the Year for 2019/20 (Supervisor Brown and Supervisor Thomson)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 2 and District 5		
<b>Attachments:</b>	A - Resolution - Teacher of the Year, B - Resolution - Classified School Employee of the Year		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ☐ No ☒

Public Hearing Required? Yes ☐ No ☒

### **DEPARTMENTAL RECOMMENDATION:**

Supervisor Brown and Supervisor Thomson request that the Board adopt and present resolutions recognizing the Solano County Office of Education selectees, Daryl "DJ" Stillwell as the Solano County Classified Employee of the Year 2019/20 and Matt O'Reilly as the Solano County Teacher of the Year 2019/20.

### **DISCUSSION:**

Solano County Office of Education recently announced their selection of Daryl "DJ" Stillwell and Matt O'Reilly as the Classified School Employee of the Year and Teacher of the Year respectively for 2019/20 school year.

Daryl "DJ" Stillwell is a custodian at Callison Elementary. He is praised by people at the school for having a strong work ethic and for being an integral part of the school community. Mr. Stillwell has made connections with staff, students and families and goes beyond the job of a custodian.

Matt O'Reilly teaches visual and performing arts, broadcasting, art production and graphic design at Benicia High School. Mr. O'Reilly has been teaching for 10 years. He has engaged his students and created "Panther TV," a unique variety show that also communicated school information. His students have also created live projects for local businesses, charities, and organizations and participate in film festivals and art shows. Mr. O'Reilly has also mentored dozens of new teachers.

### **FINANCIAL IMPACT:**

The costs associated with preparing the agenda item is nominal and absorbed by the District 2 FY2019/20 Adopted Budget. The costs associated with preparation and purchase of the resolution materials are included in the Board's FY2019/20 Adopted Budget.

**ALTERNATIVES:**

The Board could choose not to adopt these resolutions. This is not recommended because this is an opportunity to pay tribute to the Solano educational community.

**OTHER AGENCY INVOLVEMENT:**

These resolutions were prepared in conjunction with the Solano County Office of Education, Vacaville Unified School District and Benicia Unified School District.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



# Resolution No. 2019 -

## **RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING MATT O'REILLY AS THE SOLANO COUNTY TEACHER OF THE YEAR FOR 2019/20**

**WHEREAS**, in 1978, the Solano County Office of Education began recognizing exemplary teachers. The Teacher of the Year Program highlights educational innovation, student learning, and the rewards of teaching. Furthermore, this program pays tribute to the teaching force, the complexity of challenges that confront our schools, and the need to promote collaboration and teamwork to meet those challenges; and

**WHEREAS**, Matt O'Reilly has been teaching at Benicia High School for ten years; and

**WHEREAS**, Mr. O'Reilly teaches visual and performing arts, broadcasting, art production and graphic design where he has engaged students from different abilities, beliefs and backgrounds; and

**WHEREAS**, Mr. O'Reilly created "Panther TV," a unique student-run variety show that also communicates school information. His students have also created live projects for local businesses, charities, and organizations and participate in film festivals and art shows; and

**WHEREAS**, Mr. O'Reilly has served as the Visual and Performing Arts Chair, led collaboration efforts through Project Based Learning with colleagues from other departments and mentored dozens of new teachers; and

**WHEREAS**, Mr. O'Reilly's teaching extends far beyond his classroom as he has worked with local businesses to find internships for students, arranges field trips to bring students and colleagues to work environments such as Pixar and Sony Interactive Entertainment, and connects students with opportunities with companies such as Film Mare Island.

**NOW, THEREFORE BE IT RESOLVED**, that the Solano County Board of Supervisors does hereby honor Matt O'Reilly for his achievements and for his positive impact on the lives of hundreds of students, families, and faculty.

Dated this 8<sup>th</sup> day of October, 2019

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ERIN HANNIGAN, Chairwoman  
Solano County Board of Supervisors

ATTEST:  
BIRGITTA E. CORSELLO, Clerk  
Solano County Board of Supervisors

By: \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk

# Resolution No. 2019 -

## **RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING DARYL “DJ” STILLWELL AS THE SOLANO COUNTY CLASSIFIED SCHOOL EMPLOYEE OF THE YEAR FOR 2019/20**

**WHEREAS**, the Classified School Employee of Year program is designed to highlight the contributions of classified school employees who support the education of our public school students in pre-kindergarten through grade twelve and to pay tribute to the tireless efforts of outstanding classified school employees. They are vital members that play key roles in creating a school environment that promotes student achievement, safety, and health; and

**WHEREAS**, for the last 23 years, Daryl “DJ” Stillwell has served as a custodian for the Vacaville Unified School District and currently works at Callison Elementary; and

**WHEREAS**, Mr. Stillwell is known for going above and beyond his duties and has developed connections with the entire school community; and

**WHEREAS**, Mr. Stillwell has been involved in school events by dressing up on school spirit days or even climbing the roof to drop eggs for a 6<sup>th</sup> grade project; and

**WHEREAS**, Mr. Stillwell is known for his people skills, especially by recognizing and helping the neediest students, of whom he built positive relationship with; and

**WHEREAS**, Mr. Stillwell takes pride in his job and stays late or comes in on the weekend just to check that the school is clean and safe.

**NOW, THEREFORE BE IT RESOLVED**, that the Solano County Board of Supervisors does hereby honor Daryl “DJ” Stillwell for his achievements and contributions to Solano County education and extends its appreciation to his family members, co-workers, students, parents, and community members that are encouraged and inspired by Mr. Stillwell’s outstanding achievements.

Dated this 8<sup>th</sup> day of October, 2019

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ERIN HANNIGAN, Chairwoman  
Solano County Board of Supervisors

ATTEST:  
BIRGITTA E. CORSELLO, Clerk  
Solano County Board of Supervisors

By: \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk



# Solano County

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## Agenda Submittal

<b>Agenda #:</b>	3	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Resolution	<b>Department:</b>	County Counsel
<b>File #:</b>	19-761	<b>Contact:</b>	Kim Glover, 784-6148
<b>Agenda date:</b>	10/08/2019	<b>Final Action:</b>	
<b>Title:</b>	Adopt a resolution accepting claims for excess proceeds from tax-defaulted property sales and authorizing distribution of excess proceeds from the sales		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Excess Proceeds Table, B - Resolution		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes \_\_\_\_ No X

Public Hearing Required? Yes \_\_\_\_ No X

### **DEPARTMENTAL RECOMMENDATION:**

It is recommended that the Board adopt a resolution accepting claims for excess proceeds from tax-defaulted property sales and authorizing distribution of excess proceeds from the sales.

### **SUMMARY:**

Pursuant to Board of Supervisors' Resolution No. 2018-25, on May 8, 9 and 10, 2018, the Solano County Treasurer/Tax Collector/County Clerk ("Tax Collector") conducted a public auction of tax-defaulted properties on the internet. After the properties were sold, the delinquent taxes, interest, penalties and statutory administrative costs were paid from the proceeds. The remaining sums are deemed excess proceeds. The Tax Collector is entitled to make a claim for the actual costs related to the distribution of excess proceeds and, pursuant to the Revenue and Taxation Code, all other persons with an interest in the properties have one year in which to file a claim for excess proceeds from the sale. The former owner of a property can make a claim for any residual amount, after the Tax Collector has been paid its costs and all creditors with valid claims have been paid.

Six (6) parcels were sold at the auction. The Tax Collector received proceeds in excess of the sums owed the Tax Collector on four (4) of the parcels sold and received claims for excess proceeds on all four (4) of the parcels. The requested action authorizes distribution of the excess proceeds funds according to statutory priority and the resolution.

### **FINANCIAL IMPACT:**

The County received all of its taxes, penalties, interest and statutory administrative costs for five (5) of the six (6) properties sold at the auction, in the amount of \$268,018.77. APN 0056-214-070 was \$9,734.25 short of covering all taxes, penalties, interest and statutory administrative costs. Moreover, although the proceeds from the sale of APN 0052-031-330 were able to cover all delinquent taxes, penalties, interest and statutory

administrative costs, there were no remaining sums or “excess proceeds” after said costs were paid.

The Tax Collector’s administrative costs total \$1,974.24 in connection with the four parcels with excess proceeds after being sold at the May 8-10 Public Auction. Three (3) out of the four (4) defaulted properties resulted in complete reimbursement to the County. However, the excess proceeds resulting from the sale of APN 0090-170-040 total \$185.72 while the Administrative Costs total \$437.42. Therefore, the Tax Collector was only able to recoup \$185.72 from the sale of APN 0090-170-040, which is \$251.70 short of the requested reimbursement for Tax Collector administrative costs. Consequently, the net actual reimbursement to the County for the Tax Collector’s administrative costs totals \$1,722.54 and is unanticipated revenue that will be recorded in its FY2019/20 budget.

#### **DISCUSSION:**

Revenue and Taxation Code (RTC) sections 3692 and 3692.2 authorize the Tax Collector to sell tax-defaulted property on the internet. The disposition of the proceeds from the sales is prescribed in RTC sections 4671-4676. As part of this statutory distribution scheme, section 4675 concerns distribution of excess proceeds.

Any party of interest in the property may file with the county a claim for excess proceeds at any time prior to the expiration of one year following the recordation of the tax collector’s deed to the purchaser. Upon the expiration of the one year, the excess proceeds may be distributed to claimants on order of the board of supervisors to the parties of interest in the order of priority set forth in the section. The statute further provides in pertinent part:

“... [P]arties of interest and their order of priority are:

- (a) First, lienholders of record prior to the recordation of the tax deed to the purchaser in order of their priority.
- (b) Second, any person with title of record to all or any portion of the property prior to the recordation of the tax deed to the purchaser.”

In determining priority, lienholder claimants have priority over title of record claimants. As between lienholders, the common law principle of first in time, first in right governs priority, based on the recording date of the lien.

Finally, unless otherwise expressly provided under law, no statutory authority provides for the payment of interest on excess proceeds from the sale of tax-defaulted property. Accordingly, any person awarded excess proceeds is only entitled to receive interest calculated through the date of sale.

The parcels and claims are as follows:

#### **1. APN 0071-143-100**

The excess proceeds amount to \$79,994.51. Dong Yoo, with the City of Vallejo, Code Enforcement, submitted a timely claim totaling \$15,468.00, based on five recorded liens. Jed Byerly Managing Member Global Discoveries Ltd. submitted a timely claim for the residual amount, on behalf of Kathleen Stevens. Ms. Stevens submitted a declaration assigning her right to the excess proceeds to Jed Byerly Managing Member Global Discoveries, Ltd. After the Tax Collector recovers its administrative costs on the parcel in the amount of \$501.57, the City of Vallejo, Code Enforcement will receive \$15,468.00 and Jed Byerly Managing Member Global Discoveries Ltd., is entitled to the residual in the amount of \$64,024.94.

**2. APN 0074-133-040**

The excess proceeds amount to \$36,611.17. Chanyce Wilson filed a timely claim for the residual amount. However, subsequent to submitting this claim, a claim was filed by Jed Byerly Managing Member Global Discoveries Ltd., on behalf of Chanyce Wilson. This claim was accompanied with all required paper work, including a declaration signed by Ms. Wilson assigning her right to the excess proceeds to Global Discoveries, Ltd. Consequently, the claim for residual proceeds was appropriately assigned and thus the residual funds shall be distributed to Jed Byerly Managing Member Global Discoveries Ltd. After the Tax Collector recovers its administrative costs on the parcel in the amount of \$373.21, Jed Byerly Managing Member Global Discoveries Ltd., is entitled to the residual in the amount of \$36,237.96 on behalf of Chanyce Wilson.

**3. APN 0090-170-040**

The excess proceeds amount to \$185.72. The Tax Collector incurred \$437.42 in administrative costs on the parcel. However, there are not enough excess proceeds to pay the Tax Collector in full. Instead, the Tax Collector will receive the entire excess proceeds amount totaling \$185.72. Virginia Ferrari filed a timely claim for excess proceeds. It is not clear whether the claim is filed as a lienholder's claim or residual claim, as it does not have the required paperwork to support either claim. Regardless, as explained above, after the Tax Collector recovers \$185.72, a portion of its costs, there are no residual funds to distribute.

**4. APN 0182-272-090**

The excess proceeds amount to \$33,089.83. The Tax Collector incurred \$662.04 in administrative costs on the parcel. The Summit at Hiddenbrooke Owners Association submitted a timely claim totaling \$2,637.48 based on a recorded lien. Additionally, there were a total of six (6) valid claims for the residual amount supported by a deed of trust dividing title as follows: (1) Fred Barry Cohen as to an undivided 8.403% interest; (2) Russell & Kathy Woods as to an undivided 8.403% interest; (3) Jeff & Susan Choquette, Trustees of the Choquette Living Trust as to an undivided 12.605% interest; (4) Danny O'Looney as to an undivided 13.025% interest; (5) James and Diana Buttler as to an undivided 15.126% interest; and (6) Leonard Werbin & Nancy Bennett Werbin as to an undivided 42.438% interest. On November 27, 2018, Kelly A. Mills of Cochran Investment Company, Inc. submitted a claim form which included an assignment of rights by Jeff & Susan Choquette, Trustees of the Choquette Living Trust. This assignment met all the statutory requirements necessary for assigning said rights. Then, on April 8, 2019 Susan Choquette submitted an additional claim with a cover letter to the Solano County Treasurer-Tax Collector, expressing her desire to have the Cochran claim denied and to "follow through with Capital Finance". However, this assignment has no legal effect as it fails to satisfy several of the factors required for an assignment. Consequently, the residual excess proceeds totaling \$29,790.31, shall be disbursed as follows:

Fred Barry Cohen	\$2,503.28
Russell & Kathy Woods	\$2,503.28
Cochran Investment Company on behalf of Jeff & Susan Choquette	\$3,755.07
Danny O'Looney	\$3,880.19
James & Diana Buttler	\$4,506.08
Leonard Werbin & Nancy Bennett Werbin	\$12,642.41

Claimants have been notified of the determinations and the date, time and location of this hearing.

**ALTERNATIVES:**

The Board could request further information on this matter.

**OTHER AGENCY INVOLVEMENT:**

The Tax Collector and the Auditor-Controller were actively involved in receiving the claims and assisting with the determination of distribution.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

**2019 EXCESS PROCEEDS TABLE  
2018 TAX SALE**

**October 8, 2019**

<b>APN</b>	<b>Amount of Excess Proceeds</b>	<b>Tax Collector's Administrative Costs</b>	<b>Claims Received</b>	<b>Claims Accepted</b>	<b>Nature of Claims</b>
<b>0071-143-100</b>	\$79,994.51	\$501.57	City of Vallejo, [\$15,468.00]  Global Discoveries LTD. [Residual Amount]	City of Vallejo [\$15,468.00]  Global Discoveries LTD. [\$64,024.94]	Lienholder  Title Holder of Record
<b>0074-133-040</b>	\$36,611.17	\$373.21	Global Discoveries [Residual Amount]	Global Discoveries [\$36,237.96]	Assignment from Title Holder
<b>0090-170-040</b>	\$185.72	\$437.42  [Unpaid Balance = \$251.70]	Virginia Ferrari	None	Claimant has shown no legal standing

APN	Amount of Excess Proceeds	Tax Collector's Administrative Costs	Claims Received	Claims Accepted	Nature of Claims
0182-272-090	\$33,089.83	\$662.04	The Summit at Hiddenbrooke Owners Ass. [\$2,637.48]	The Summit at Hiddenbrooke Owners Ass. [\$2,637.48]	Lienholder
			Fred Barry Cohen [Residual]	Fred Barry Cohen [\$2,503.28]	Title Holder of Record
			Russell S. Woods & Kathy C. Woods [Residual]	Russell S. Woods & Kathy C. Woods [\$2,503.28]	Title Holder of Record
			Kelly A. Mills (Cochran Investment Company, Inc.) for Susan Choquette, the Choquette Living Trust [Residual]	Kelly A. Mills (Cochran Investment Company, Inc.) for Susan Choquette Susan Choquette [\$3,755.07]	Title Holder of Record
			Danny O'Looney [Residual]	Danny O'Looney [\$3,880.19]	Title Holder of Record
			James W. Buttler & Diana C. Buttler [Residual]	James W. Buttler & Diana C. Buttler [\$4,506.08]	Title Holder of Record
			Leonard B. Werbin & Nancy Bennett Werbin [Residual]	Leonard B. Werbin & Nancy Bennett-Werbin [12,642.41]	Title Holder of Record
			Capital Finance for Susan Choquette, the Choquette Living Trust [Residual Amount]	Not Accepted	Assignment Not Legally Sufficient



**RESOLUTION NO. 2019 - \_\_\_\_**

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS ACCEPTING THE  
CLAIMS FOR EXCESS PROCEEDS FROM TAX-DEFAULT SALES AND AUTHORIZING  
DISTRIBUTION OF EXCESS PROCEEDS**

**Whereas**, as authorized by Solano County Board of Supervisors' Resolution No. 2018-25, the Solano County Treasurer/Tax Collector/County Clerk ("Tax Collector") conducted a tax default sale on May 8, 9, and 10 selling six (6) properties at public auction on the internet; and

**Whereas**, the Tax Collector received proceeds in excess of the sums owed the Tax Collector on four (4) of the properties sold; and

**Whereas**, California Revenue and Taxation Code section 4675 provides that claimants have one year to file a claim for excess proceeds received in a tax-default sale; and

**Whereas**, with respect to parcel **APN 0071-143-100**, the excess proceeds amount to \$79,994.51. Dong Yoo on behalf of the City of Vallejo, Code enforcement submitted a valid and timely lienholder's claims totaling \$15,468.00 based on five (5) notice of lien assessments recorded on the following dates: June 14, 2017; February 2, 2018; March 7, 2018; April 17, 2018; and May 17, 2018. Jed Byerly Managing Member Global Discoveries, Ltd., on behalf of Kathleen Stevens filed timely and valid claim for the residual amount. Ms. Stevens submitted a declaration assigning her right to the excess proceeds to Jed Byerly Managing Member Global Discoveries, Ltd. After the Tax Collector recovers its administrative costs on the parcel in the amount of \$501.57, the City of Vallejo is entitled to \$15,468.00 and Jed Byerly Managing Member Global Discoveries, Ltd., on behalf of Kathleen Stevens, is entitled to the remaining proceeds in the amount of \$64,024.94; and

**Whereas**, with respect to parcel **APN 0074-133-040**, the excess proceeds amount to \$36,611.17. Chanyce filed timely and valid claims for the residual amount, as previous owner. However, subsequent to submitting this claim, a claim was filed by Jed Byerly Managing Member Global Discoveries Ltd., on behalf of Chanyce Wilson. This claim was accompanied with all required paper work, including a declaration signed by Ms. Wilson assigning her right to the excess proceeds to Global Discoveries. Consequently, the claim for residual proceeds by Jed Byerly Managing Member Global Discoveries Ltd., as assigned by Ms. Wilson, shall be the accepted claim. After the Tax Collector recovers its administrative costs on the parcel in the amount of \$373.21, Jed Byerly Managing Member Global Discoveries Ltd., is entitled to the residual in the amount of \$ 36,237.96 on behalf of Chanyce Wilson; and

**Whereas**, with respect to parcel **APN 0090-170-040**, the excess proceeds amount to \$185.72. Virginia Ferrari filed a timely claim for excess proceeds. However, it is not clear what type of claim Ms. Ferrari intended to file, as the paperwork she submitted fails to satisfy the requirements for either a lienholder's claim (a recorded lien notice) or a residual claim (deed of trust). Regardless, even if Ms. Ferrari had submitted the required paperwork, there are no excess proceeds to distribute. The excess proceeds are distributed to the Tax Collector first to cover the administrative costs. Thus, the Tax Collector is entitled to all of the excess proceeds, totaling \$185.72, leaving a balance of \$251.70 in unrecovered costs; and

**Whereas**, with respect to parcel **APN 0182-272-090**, the excess proceeds amount to \$33,089.83. The Tax Collector incurred \$662.04 in administrative costs on the parcel. The Summit at Hiddenbrooke Owners Association submitted a timely claim totaling \$2,637.48 based on a timely recorded lien. Six (6) timely and valid claims were received for varying interests in the residual amount. These claims are as follows: (1) Fred Barry Cohen as to an undivided 8.403% interest; (2) Russell & Kathy Woods as to an undivided 8.403% interest; (3) Kelly A. Mills of Cochran Investment Company, Inc. on behalf Jeff & Susan Choquette, Trustees of the

Choquette Living Trust as to an undivided 12.605% interest. This claim included an assignment of rights by Jeff & Susan Choquette, Trustees of the Choquette Living Trust, dated November 27, 2018 which met all of the statutory requirements necessary for assigning said rights; (4) Danny O’Looney as to an undivided 13.025% interest; (5) James and Diana Buttler as to an undivided 15.126% interest; and (6) Leonard Werbin & Nancy Bennett Werbin as to an undivided 42.438% interest. On April 8, 2019, Susan Choquette submitted an additional claim with a cover letter addressed to the Solano County Treasurer-Tax Collector, expressing her desire to have the Cochran claim denied and to “follow through with Capital Finance”. However, this assignment has no legal effect as it fails to satisfy several of the factors required for an assignment. Consequently, this claim was denied. After the Tax Collector recovers its administrative costs on the parcel in the amount of \$662.04, the Summit at Hiddenbrooke Owners Association is entitled to \$2,637.48 and the residual amount shall be distributed as follows:

Fred Barry Cohen	\$2,503.28
Russell & Kathy Woods	\$2,503.28
Cochran Investment Company on behalf of Jeff & Susan Choquette	\$3,755.07
Danny O’Looney	\$3,880.19
James & Diana Buttler	\$4,506.08
Leonard Werbin & Nancy Bennett Werbin	\$12,642.41

**Resolved**, the Solano County Board of Supervisors (“Board”) orders distribution of the excess proceeds as follows:

**1. APN 0071-143-100**

The Board (1) accepts the claim of Dong Yoo, on behalf of the City of Vallejo, Code Enforcement and Jed Byerly Managing Member Global Discoveries Ltd. on behalf of Kathleen Stevens for excess proceeds; and (2) authorizes the Auditor-Controller to distribute the excess proceeds to the Tax Collector in the amount of \$501.57 for its administrative costs; to Dong Yoo, on behalf of the City of Vallejo, Code Enforcement in the amount of \$15,468.00; and to Jed Byerly Managing Member Global Discoveries Ltd., in the remaining amount of \$64,024.94.

**2. APN 0074-133-040**

The Board (1) accepts the claim of Jed Byerly Managing Member Global Discoveries Ltd., on behalf of Chanyce Wilson and the assignment of rights; and (2) authorizes the Auditor-Controller to distribute the excess proceeds to the Tax Collector in the amount of \$373.21 for its administrative costs and to the Jed Byerly Managing Member Global Discoveries Ltd., in the residual amount of \$36,237.96.

**3. APN 0090-170-040**

The Board (1) rejects the claim of Virginia Ferrari; and (2) authorizes the Auditor-Controller to distribute the excess proceeds to the Tax Collector in the amount of \$185.72 for its administrative costs.

**4. APN 0182-272-090**

The Board (1) accepts the claim of Summit at Hiddenbrooke Owners Association, Fred Barry Cohen, Russell & Kathy Woods, Cochran Investment Company on behalf of Jeff & Susan Choquette and the assignment of rights, Danny O'Looney, James & Diana Buttler, and Leonard Werbin & Nancy Bennett Werbin for excess proceeds; (2) rejects the April 8, 2019 claim submitted by Susan Choquette and assignment to Capital Finance; and (3) authorizes the Auditor-Controller to distribute the excess proceeds to the Tax Collector in the amount of \$662.04 for its administrative costs; to Summit at Hiddenbrooke Owners Association in the amount of \$2,637.48 and to distribute the remaining \$29,790.31 as follows:

Fred Barry Cohen	\$2,503.28
Russell & Kathy Woods	\$2,503.28
Cochran Investment Company on behalf of Jeff & Susan Choquette	\$3,755.07
Danny O'Looney	\$3,880.19
James & Diana Buttler	\$4,506.08
Leonard Werbin & Nancy Bennett Werbin	\$12,642.41

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on October 8, 2019, by the following vote:

AYES: Supervisors \_\_\_\_\_

\_\_\_\_\_

NOES: Supervisors \_\_\_\_\_

EXCUSED: Supervisors \_\_\_\_\_

\_\_\_\_\_  
ERIN HANNIGAN, Chairwoman  
Solano County Board of Supervisors

Attest:  
BIRGITTA E. CORSELLO, Clerk  
Solano County Board of Supervisors

By: \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	4	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Resolution	<b>Department:</b>	Treasurer-Tax Collector-County Clerk
<b>File #:</b>	19-758	<b>Contact:</b>	Charles Lomeli, 784-3419
<b>Agenda date:</b>	10/08/2019	<b>Final Action:</b>	
<b>Title:</b>	Approve a resolution authorizing the transfer of up to 85% of FY2019/20 anticipated revenues from the Treasury Pool funds to the Dixon Unified School District (DUSD) as mandated under Article XVI Section 6 of the California Constitution from July 1, 2019 to April 27, 2020		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Resolution, B - DUSD Resolution 19-1611, C - DUSD Resolution 19-1604		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ☐ No ☒  
Public Hearing Required? Yes ☐ No ☒

### **DEPARTMENTAL RECOMMENDATION:**

It is recommended that the Board of Supervisors approve a resolution authorizing the transfer of up to 85% of FY2019/20 anticipated revenues from the Treasury Pool funds to the Dixon Unified School District (DUSD) as mandated under Article XVI Section 6 of the California Constitution from July 1, 2019 to April 27, 2020.

### **SUMMARY:**

In accordance with Article XVI, Section 6 of the California Constitution, the County Treasurer will make mandatory advances of up to 85% of anticipated revenues accruing to school districts during FY2019/20 as needed to cover any cash deficits they may experience in meeting their operational requirements.

On June 4, 2019 this Board adopted resolution 19-413 authorizing \$85.3 million in total constitutional advances for the Benicia, Dixon, Fairfield-Suisun, Vacaville, and Vallejo City unified school districts. The amount of advance authorized for each district was based upon the amount requested by the respective district, so long as the requested amount complied with the 85% of anticipated revenues limit as established by code.

In accordance with DUSD resolution 19-1604, the original requested constitutional advance for the DUSD was set at \$4 million of a then estimated \$7.9 million in available advance based solely on anticipated property tax revenues and not all anticipated revenues of the district.

Subsequent analysis has determined that the currently approved \$4 million in constitutional advance funding may be insufficient for the district's continuing funding needs. To meet their needs, the DUSD adopted resolution 19-1611 formally requesting authorization for an addition \$4.5 million in constitutional advance funding, for a total authorization of \$8.5 million, based on a total currently anticipated district revenue of \$10 million from all sources.

All advances will be repaid prior to April 27, 2020 as required by law.

The attached resolution will enable the DUSD to fulfill their educational mandates by providing them with a stable source of required operational cash from July 1, 2019 to the last Monday in April of 2020, while keeping the County in compliance with all applicable mandatory statutes. Transfers will be payable with interest at the rate the County applies to funds of the districts on deposit with the County.

**FINANCIAL IMPACT:**

Constitutional advances of funds are made using cash available in the Treasury Pool. The Treasurer has determined that the temporary transfers of funds will not adversely affect the County Treasury Pool. There is sufficient liquidity in the Treasury Pool to fund this advance. The advance will be repaid from the first available revenues accruing to the district.

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget

**ALTERNATIVES:**

The Board of Supervisors could elect not to authorize the transfer of funds to the District; however, this is not recommended as the transfers are mandated. A failure to adopt the resolutions will cause the DUSD to be unable to meet their functional mandates and place the County in noncompliance with State mandates.

**OTHER AGENCY INVOLVEMENT:**

The Auditor-Controller, County Counsel, County Administrator, Solano County Office of Education, and the DUSD have been directly involved in this request. The formal transfer request resolution from the district is attached.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE TREASURER  
TO MAKE AVAILABLE TEMPORARY TRANSFERS OF MONIES TO THE DIXON UNIFIED SCHOOL  
DISTRICT FROM THE TREASURY POOL DURING FY2019/20**

By: \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk

**Board of Education  
Dixon Unified School District**

**SUBJECT:** Resolution 19-1611 Requesting the Treasurer to Make a Constitutional Advance to the District

**DESCRIPTION:** This resolution authorizes the District to seek a Constitutional Cash Advance from the Solano County Treasurer to maintain cash flow.

**MEETING DATE:** September 19, 2019

**ITEM #:** X-B.3

**AGENDA ITEM SUBMITTED FOR:**



- ☐ Consent
- ☐ Public Hearing
- ☐ Action, Information, Discussion
- ☒ Action
  - ☒ Resolution
  - ☐ Information
- ☐ Discussion

**SUBMITTED BY:** Monique Stovall, Chief Business Official

**PRESENTED BY:** Monique Stovall, Chief Business Official

**Management Recommendation:**

The District request the Board approves the resolution to authorize a Constitutional Advance.

**Discussion:**

The District may request a Constitutional Advance up to \$8.5M for the 2019-20 fiscal year. On May 2, 2019, the Board approved Resolution #19-1604 and requested that the County Board of Supervisors authorize a Constitutional Advance of \$4M. This resolution requests the remaining \$4.5M. This advance will provide a safeguard for the district against any potential cash flow shortfalls in the fiscal year 2019-20 that may occur before tax receipts are received.

**Financial Impact:** No direct impact other than an early disbursement of property tax revenue to the District and a subsequent repayment when the state revenue is received.

**Term:** N/A

**District LCAP Goal this item addresses:**

Provide Well-Rounded, Relevant Curriculum (LCAP Goal 1)

- ☒ Engage All Students in Continued Learning Based on CCSS (LCAP Goal 2)
- ☒ Provide Safe, Positive Environments for All (LCAP Goal 3)
- ☒ Recruit, Train, and Retain High-Quality Staff (LCAP Goal 4)
- ☒ Establish Productive Partnerships with Parents, Businesses, and the Community (LCAP Goal 5)
- ☒ Provide Meaningful Access to Technology for All Students (LCAP Goal 6)

**RESOLUTION NO. 19-1611**  
**RESOLUTION OF THE DIXON UNIFIED SCHOOL DISTRICT ("District")**  
**REQUESTING THE TREASURER TO MAKE A CONSTITUTIONAL ADVANCE TO**  
**DISTRICT**

**WHEREAS**, the District requests that the County Board of Supervisors authorize a Constitutional advance under article XVI, section 6 of the California Constitution of approximately \$4,500,000 to the District and,

**WHEREAS**, the amount is less than or equal to the 85% of fiscal year anticipated property tax revenues for the District, as estimated by the Solano County Auditor, and,

**WHEREAS**, the Treasurer will make available one or more advances between July 1, 2019 the last Monday in April of the same fiscal year, and the school district will repay the advance(s) from revenues accruing to the district before any other obligation of the district is met from such revenue.

**WHEREAS**, the District will be charged an interest rate equal to the rate the County applies to funds of the district on deposit with the County.

**RESOLVED**, the District requests the Solano County Board of Supervisors authorize the County Treasurer to transfer approximately \$4,500,000 in one or more loans to the school district listed above to cover one or more cash shortages caused by delays in receipt of revenues from the State to which the district is lawfully entitled.

The District adopted this resolution at its regular meeting on September 19, 2019, by the following vote:

**AYES:** Fink, Gabby, O'Halloran, Foster, Maseda

**NOES:** Ø

**EXCUSED:** Ø

Caithlin O'Halloran

Clerk of the Governing Board  
Dixon Unified School District





**RESOLUTION NO. 19-1604**

**RESOLUTION OF THE DIXON UNIFIED SCHOOL DISTRICT ("District")  
REQUESTING THE TREASURER TO MAKE A CONSTITUTIONAL  
ADVANCE TO DISTRICT**

**WHEREAS**, the District requests that the County Board of Supervisors authorize a Constitutional advance under article XVI, section 6 of the California Constitution of approximately \$4,000,000 to the District and,

**WHEREAS**, the amount is less than or equal to the 85% of fiscal year 2019-20 anticipated property tax revenues for the District, as estimated by the Solano County Auditor, and,

**WHEREAS**, the Treasurer will make available one or more advances between July 1, 2019 the last Monday in April of the same fiscal year, and the school district will repay the advance(s) from revenues accruing to the district before any other obligation of the district is met from such revenue.

**WHEREAS**, the District will be charged an interest rate equal to the rate the County applies to funds of the district on deposit with the County.

**RESOLVED**, the District requests the Solano County Board of Supervisors authorize the County Treasurer to transfer approximately \$4,000,000 in one or more loans to the school district listed above to cover one or more cash shortages caused by delays in receipt of revenues from the State to which the district is lawfully entitled.

The District adopted this resolution at its regular meeting on May 2, 2019, by the following vote:

**AYES:**

Fink, O'Halloran, Foster, Maseda

**NOES:**

\_\_\_\_\_

**EXCUSED:**

Gabby \_\_\_\_\_

Caiti O'Hall

Clerk of the Governing Board  
Dixon Unified School District





# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	5	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Contract	<b>Department:</b>	General Services
<b>File #:</b>	19-748	<b>Contact:</b>	Megan Greve, 784-7900
<b>Agenda date:</b>	10/08/2019	<b>Final Action:</b>	
<b>Title:</b>	Approve agreements with Cannon Parkin, Inc. (dba. Cannon Design) for \$193,000, and KC Engineering Company for \$10,989, for architectural and engineering services to prepare project site improvement plans for a Child Start facility on County property located at 1500 Solano Avenue, Vallejo; Approve an Appropriation Transfer Request (ATR) for \$914,930 from the Accumulated Capital Outlay Fund Contingencies for project design and construction costs (4/5 vote required); and Authorize the County Administrator to execute the agreements and amendments within the approved budget, and to execute a ground lease with Child Start, Inc.		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Location Map, B - Project Budget, C - Ground Lease Rates, D - Cannon Design Contract, E - KC Engineering Contract		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes \_\_\_\_ No X  
Public Hearing Required? Yes \_\_\_\_ No X

### **DEPARTMENTAL RECOMMENDATION:**

The Department of General Services recommends that the Board

1. Approve agreements with Cannon Parkin, Inc. (dba. Cannon Design) for \$193,000, and KC Engineering Company for \$10,989 for architectural and engineering services to prepare project site improvement plans for a Child Start facility on County property located at 1500 Solano Avenue, Vallejo;
2. Approve an Appropriation Transfer Request (ATR) of \$914,930 from the Accumulated Capital Outlay Fund Contingencies for project design and construction costs (4/5 vote required); and
3. Authorize the County Administrator to execute the agreements, and amendments within the approved budget, and to execute a ground lease with Child Start, Inc.

### **SUMMARY:**

Child Start, Inc. serves young children from low and very low-income families, funded through federal sources and provided at no cost to families. Child Start currently operates a facility located in an old County building adjacent to the County's South Campus on Virginia Street in Vallejo (Attachment A).

Child Start received a federal grant for facility improvements and development. Staff is negotiating terms and conditions to lease nearby vacant County owned property (Property) to Child Start located at 1500 Solano

Avenue, Vallejo (Attachment A). The purpose of the lease is to allow Child Start to develop a new facility. The Property is in a previously developed but underutilized and vacant condition and requires site and other improvements for development. The proposed County cost for site and project improvements would be recouped through a long-term ground lease with Child Start.

Staff is requesting that the Board approve appropriation to commence with the design of site improvement plans, and to authorize staff to execute the necessary contracts and a ground lease with Child Start.

#### **FINANCIAL IMPACT:**

Total site and project development cost is estimated at \$2,100,000. Child Start received a federal grant for \$1,000,000 for facility development. Staff is recommending a total County investment into the property for \$1,100,000 which will include design of site improvement plans and construction of site and other improvements. Attachment B provides a breakdown of the project budget including estimated cost and funding sources.

Current initial appropriation for development of the Property is provided for in Accumulated Capital Outlay Fund Budget Unit 1663 for \$185,070. Staff is recommending that the Board approve additional appropriation of \$914,930 from the Accumulated Capital Outlay Fund Contingencies to Project Budget Unit 1663 (Solano Avenue Property Improvement) for site designs and for property improvements. The resulting total County appropriation for FY2019/20 for Budget Unit 1663 will be \$1,100,000.

As recommended in this report, the County will directly contract and produce the project site improvement plans with Cannon Design and KC Engineering for a total of \$203,989. The balance of the \$1,100,000 will be \$896,011 and will be applied toward development of property improvements with Child Start which will directly manage and construct the project.

County investment for design and development of the property would be recovered through a long-term ground lease to Child Start. The recommended term of the ground lease would be 40 years initially with an annual 1% lease rate increase with future County review of the lease rate and the annual increases. Lease rates over the term of the ground lease are provided in Attachment C.

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

#### **DISCUSSION:**

Pursuant to California Government Code sec. 25372, the County is authorized to lease surplus property to non-profit entities. Since 1988, the County has leased 1328 Virginia Street to Child Start for the operation of a childcare center serving low and very low-income families. Many of the families served by Child Start would not otherwise be able to receive childcare services allowing parents to work. The current childcare building was a previous State DMV office constructed in circa 1960. Many aspects of the building, including per-child space standards, do not meet current requirements. The building is no longer a viable candidate for renovation given the age and condition of the building and the need to provide childcare services to very low-income families in the Vallejo area well into the future.

With the receipt of a federal grant, Child Start desires to relocate to County-owned property at 1500 Solano Avenue enabling compliance with per-child space requirements and to allow for the number of children receiving childcare to increase. The County's investment into the underutilized Property will further support continuation of childcare services to low and very low-income families. Further, once the new facility is constructed, Child Start will vacate the current location and the old building will be demolished and can be improved as additional needed parking for the County's South Campus.

Staff is currently negotiating terms and conditions for a long-term ground lease on the Property with Child Start. Staff is requesting that the Board authorize the County Administrator to execute the ground lease once complete. The basis of the ground lease rate, as reflected in Attachment C, is the amount of County investment toward designing and improving the property (\$1,100,000) plus an initial 1% annual lease rate increase for a period of 40 years. The ground lease terms and conditions are also expected to address the County's investment toward improving the property; obligations and development of the project by Child Start; evaluation of the ground lease rate at 10-year intervals during the lease term; default and lease assignment requirements and the County's first right-of-refusal provisions; and the County's option for the reversion of site and building improvements to the County at the end of the lease.

The new Child Start facility will consist of a modular designed building system and include an outside child play area, on-site parking, landscaping and other improvements. The modular building supplier will construct the site improvements, utilities, building foundation and modular building as the general contractor for Child Start utilizing the County designed site improvement plans.

On July 23, 2019 the Board approved a 3-year master services agreement with Cannon Design for capital project design services. The master services agreement provides for development of individual scopes of work and the administrative approval of Adjusted Service Agreements (ASA). The recommended design scope of work and cost with Cannon Design, San Francisco (Attachment D) requires that the Board grant a separate authorization to staff to execute the attached ASA. A geotechnical analysis report will also be required for the project. Staff is seeking Board authorization to retain KC Engineering, Vacaville, (Attachment E) for geotechnical engineering services.

The federal grant funds received by Child Start for development of a facility include a performance standard requiring that the grant funds (\$1,000,000) be substantially expended by Child Start before July 1, 2020 and entirely expended by end of summer 2020. County preparation of site design and improvement plans will occur from October 2019 through February 2020, with modular building design overlapping during the same period and construction occurring between May through mid-summer 2020.

#### **ALTERNATIVES:**

1. The Board could choose not to approve the requested appropriation. This action is not recommended as the funds are necessary to commence project design under a short project schedule.
2. The Board could elect to have staff return to the Board with the final ground lease with Child Start. This action is not recommended as the ground lease terms are expected to be consistent with recent ground leases approved by the Board. The lease will also be reviewed by County Counsel as to form, and delegating signing authority will assist in streamlining the review and execution processes.

#### **OTHER AGENCY INVOLVEMENT:**

The Department of General Services coordinated with County Counsel for legal advice and Child Start Inc. The Debt Advisory Committee met on September 30, 2019 and has reviewed and approved the terms of the ground lease rate proposal.

#### **CAO RECOMMENDATION:**

### **APPROVE DEPARTMENTAL RECOMMENDATION**





**1500 SOLANO AVENUE PROPERTY IMPROVEMENT  
(Child Start)**

**Estimated Project Cost**

Site Improvement Design	\$ 193,000
Geotechnical Analysis Report	\$ 10,989
Site and Other Improvements	\$ 896,011
Building and Project Construction	\$ 1,000,000
<b>Total Estimated Project Cost</b>	<b>\$ 2,100,000</b>

**Available Funding**

Accumulated Capital Outlay (ACO) 1663 (FY2019/20)	\$ 185,070
Child Start, Inc.	\$ 1,000,000
<b>Total Available Funding</b>	<b>\$ 1,185,070</b>

**Additional Funding Needed by the County**

Total Appropriation Needed for FY2019/20 (BU 1663)	\$ 1,100,000
Available Funding ACO BU 1663	\$ (185,070)
<b>Additional Funding Needed</b>	<b>\$ 914,930</b>
<b>ATR Request - from ACO Contingencies</b>	

## Attachment C

### Child Start, Inc. - Ground Lease Rates 1500 Solano Ave. Vallejo

Year	Monthly Lease Rate*	Annual Rate	Year	Monthly Lease Rate*	Annual Rate
1	\$2,292	\$27,504	21	\$2,797	\$33,560
2	\$2,315	\$27,779	22	\$2,825	\$33,896
3	\$2,338	\$28,057	23	\$2,853	\$34,235
4	\$2,361	\$28,337	24	\$2,881	\$34,577
5	\$2,385	\$28,621	25	\$2,910	\$34,923
6	\$2,409	\$28,907	26	\$2,939	\$35,272
7	\$2,433	\$29,196	27	\$2,969	\$35,625
8	\$2,457	\$29,488	28	\$2,998	\$35,981
9	\$2,482	\$29,783	29	\$3,028	\$36,341
10	\$2,507	\$30,081	30	\$3,059	\$36,704
11	\$2,532	\$30,382	31	\$3,089	\$37,071
12	\$2,557	\$30,685	32	\$3,120	\$37,442
13	\$2,583	\$30,992	33	\$3,151	\$37,816
14	\$2,609	\$31,302	34	\$3,183	\$38,195
15	\$2,635	\$31,615	35	\$3,215	\$38,576
16	\$2,661	\$31,931	36	\$3,247	\$38,962
17	\$2,688	\$32,251	37	\$3,279	\$39,352
18	\$2,714	\$32,573	38	\$3,312	\$39,745
19	\$2,742	\$32,899	39	\$3,345	\$40,143
20	\$2,769	\$33,228	40	\$3,379	\$40,544
<b>Total Lease Payments</b>					\$1,344,571

\* 1% annual rate adjustment

Ground Lease Rates include repayment of capital expenditure to the County

**ADJUSTED SERVICES AUTHORIZATION NO. 5**

REQUESTED BY: Solano County General Services  
Airport Division  
301 County Airport Road, Suite 205  
Vacaville, CA 95819

DATE: OCTOBER 1, 2019

To confirm authorization for Adjusted Services to the existing Agreement between the County of Solano and Cannon Design dated July 23, 2019. Cannon Design agrees to provide site improvement plans on the Child Start project at 1500 Solano Avenue, Vallejo, CA as described in the attached scope of services.

The cost of the above services is for a total estimated amount not to exceed \$193,000 including all expenses, to be billed on monthly based for the actual costs of services provided. Cannon Design has verified and reviewed the scope of work to be performed and agrees that in its professional judgment the work can and shall be completed for the maximum cost set forth in this ASA No. 5.

All other terms and conditions of the original agreement (attached) dated July 23, 2019 remain in effect.

Agreed to:  
County of Solano

By: \_\_\_\_\_  
Birgitta E. Corsello, County Administrator

Date: \_\_\_\_\_

Agreed to:  
Cannon Design.

By: Michael Smith  
Cannon Design, Principal

Date: September 12, 2019

APPROVED AS TO FORM

Office of County Counsel

By: Burke Smith



July 29, 2019 (Rev 8/12/2019) (Rev 9/3/2019)

**David Daly, Airport Manager**

Airport Manager, Nut Tree Airport  
Solano County Department of General Services  
301 County Airport Road, Suite 205  
Vacaville, CA 95688

**RE: Child Start – Proposal for Site Improvements**

Dear David:

Thank you for this opportunity to submit this formal proposal for the Site Improvements for the Child Start facility in Vallejo, California. The following information details our approach, the deliverables, schedule, and our fee proposal.

**SCOPE OF WORK**

Upon completion of the Facility Cost Comparison Study completed by CannonDesign and Cumming Corporation, the County has decided to proceed with developing the alternate site and construct a new facility for the Child Start company. The County and Child Start have agreed to utilize a pre-fabricated building structure, which will be designed by Meehleis Modular Buildings Inc. (MMB). MMB will be contracted directly by Child Start. CannonDesign was requested to develop the design and documentation for the Site Improvements only. CannonDesign will be contracted directly with Solano County. MMB will be responsible for the construction of the pre-fabricated building and the construction of the site improvements.

The site to be developed is at 1500 Solano Ave., Vallejo, CA, and approximately 0.31 Acres.

The following represents CannonDesign's Scope of work for the Site Improvements:

- Demolition of existing pavements and site features as needed to facilitate new construction.
- Site Design incorporating the building footprint provided by MMB.
- Identify an exterior children's play area of approximately 1,500 SF that will contain a play structure. Play structure to be by others (TBD).
- Design and documentation of low maintenance landscape.
- Develop Site Utilities to support the new building and site development. Utilities to include storm drain, sanitary waste, domestic water, electrical power to building, and natural gas, if required.
- Fencing around children play area site to be determined. Fencing around site perimeter to be determined.
- Project parking - All parking required for new facility is assumed to be on-site.
- Coordinate building location, access, and utilities with MMB.
- Permitting Scope:
  - CannonDesign Team to develop permit and construction documents for the site improvements and turn over to the County. MMB will be responsible for obtaining all required permits with the County.
  - CannonDesign Team will be responsible for response to plan review comments and update drawings as needed. MMB will interface with County Plan Reviewers and coordinate plan review responses to the County Plan Reviewers.
  - Building foundation and slab design and Building Design by Others (MMB).
  - Construction of Site and Building development by Others (MMB).
- Construction Support:
  - CannonDesign Team will not provide Construction Administration (CA) Support under the basic scope of services. CannonDesign recommends the County include CA support to assure field quality aligns with construction documents. CannonDesign may provide CA support as an Additional Service, if requested.

*In addition, the County has requested the Design Team conduct a Topographic and Boundary Survey of the project site. The following outlines this scope:*

1. **Boundary Analysis:** *BKF will perform a Boundary Survey and prepare a Boundary Analysis that will define the development parcel area. While performing the field work associated with the topography, BKF will conduct field research for primary monumentation to establish boundary resolution. Once the research and reconnaissance has been completed, BKF will perform a boundary determination, which includes an analysis of the assembled evidence with respect to its relationship to the title and other documentary evidence.*
2. **Topographic Field Survey:** *Simultaneous to conducting the field reconnaissance discussed above, BKF will provide the field work to prepare a complete Topographic Map for the subject property. BKF will gather available public data and plans for the site and its surrounding improvements. The topographic survey will be comprised of the following:*
  - a. **Field Survey** - *BKF will utilize traditional ground surveying methods to complete detailed topographic mapping. Obtaining information would include, but not be limited to, general topography, building corners, curbs and gutters, and will record any visible infrastructure such as drainage improvements, sanitary sewer, water, utility poles and overhead utilities. Accessible gravity utilities along the frontages and within the site will be opened and "dipped" to obtain pipe size, direction, and invert elevation.*
  - b. **Mapping** - *The mapping will be tied to available City benchmarks in order to place the project in the NAVD 88 vertical datum. Mapping is anticipated to be compiled at 1" = 20'. The mapping will also indicate individual spot shots (elevations) and 1-foot contours. The background mapping may be provided to various utility companies so they can locate their respective services. Once identified, the locations of the various utilities will be incorporated into the background mapping.*

## **MEETINGS AND SITE VISITS**

Our proposal includes the following meetings:

- One (1) site visit to review existing site conditions.
- One (1) in-person meeting with the County to review final design documents.
- Up to four (4) conference calls with the County to review progress drawings and coordinate design with MMB.

## **Owner Responsibilities**

The County will provide the following services and information that CannonDesign may rely upon in performing its services under the Agreement:

- The County will appoint a representative to acts on its behalf with respect to the project, and to provide written direction to CannonDesign
- The County will render timely decisions in writing when so requested by CannonDesign on matters pertaining to the progress of the work. The County's authorized representative will review, provide comments, and provide written approval of milestone submittals provided by CannonDesign at each phase.
- The County will furnish data, drawings, program, and other information as required for CannonDesign to perform its services, including, but not limited to Site Survey (boundary, easements, topographic and utility), Geotechnical Report, Hazardous Materials Survey, Tree Survey, and a written Program which sets forth the space requirements for the project.
- The County will establish a periodically update a budget for the project including the construction cost, the Owner's other costs, and reasonable contingencies related to all of these costs.

- The County will furnish tests, inspections and reports required by law or the contract documents, such as structural, mechanical and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- The County will furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary for the Project to meet the Owner's needs and interests.
- The County will furnish the services of consultants reasonably required for the project other than those designated in this proposal or will authorize CannonDesign to furnish them as an additional service.
- MMB will be responsible for all permitting and plan review interfaces with Authorities Having Jurisdiction (AHJ).
- ***A current title report for the property will be provide by the Owner.***

#### **Additional Services/ Excluded Services**

The services listed below as additional services are services that may be needed for this project and can be provided by CannonDesign or our consultants. Fees for these services are excluded from this proposal. Upon the request of the County, CannonDesign will provide a proposal for to perform these additional services:

- Programming and User Meetings
- Cost Estimating & Value Engineering
- Modifications of documents to meet budget.
- Measured drawings of existing conditions
- Existing facility surveys
- LEED Certification
- Life cycle cost analysis
- Additional design options
- Professional models, renderings, animations or fly-throughs
- Furniture, Furnishings and Equipment selection or procurement
- Commissioning Services
- Services required by extension of schedule or change in scope, including, but not limited to, size, quality, complexity, the Design-Builder's schedule or budget, or procurement method.
- Revisions to previously approved submittals.
- Revisions required due to changes in codes, laws or regulations
- Engineering services and specialty consultant services, other than as specified in this proposal
- Multiple bid packages
- Services related to future facilities
- On-site project representation
- Record Drawings at completion of construction based on Contractor As-Builts
- Building design and building engineering
- Boundary, topographic and utility surveys
- Geotechnical services
- Services related to identification or abatement of hazardous materials.
- Services relating to on-site safety.
- Permit Submittal / Interface with County Plan Reviewers
- Bidding or Construction Administration Phase Services and Construction Site Observation Visits
- Scheduling or cash flow analyses.
- Structural Engineering services related to site walls or other site improvement structures.
- Environmental Impact Report / Studies

**DELIVERABLES**

We propose to deliver the project in two phases: Schematic Design Phase and Construction Documents Phase. Construction Documents will submit a Progress Set at 60% and 95% completion as indicated in the schedule for County review.

**SCHEDULE**

We are ready to start immediately upon fully Adjusted Services Authorization. The fees proposed are based upon the following schedule as requested by the County.

- County Contracting with CannonDesign (*Notice to Proceed*) – Complete by ~~August 1-30, (TBD)~~
- **Site Survey Tasks: 3-4 Weeks**
- Schematic Design – ~~Complete by September 1-30, 2019 (4 Weeks- upon receipt of survey)~~
- Civil and Site Improvement Plans (Cannon Design) Construction Documents (135 days total)
  - Construction Documents (60%) ~~Plans by Nov 15- Dec 20, 2019 (TBD)~~
  - Construction Documents (95%) ~~Plans by Jan 15- Feb 13, 2020 (TBD)~~
- Project Plan Check and Permitting – ~~Complete by April 1, 2020 (TBD) (Tentative based upon AHJ review)~~
- Project Construction (Site Improvements): May – June 2020
- Building Installation: Sept – Oct 2020
- Project Completion Hard Deadline – Nov 15, 2020

**PROPOSED FEE**

Cannon Design proposes compensation for the **base scope** of professional Architectural/Engineering services outlined herein, for a **total lump sum fee in the amount of One-Hundred Ninety-Three Thousand Dollars (\$193,000.00)**, inclusive of sub-consultant costs, but exclusive of the allowance for reimbursable expenses. The fee will be billed monthly based on the percent completion of the work.

The proposed fee is broken down by discipline **and phases** as follows:

**PRE-DESIGN – SURVEY**

<i>Consultant</i>	<i>Scope</i>	<i>Pre-Design</i>	<i>Total Fee Per Consultant</i>
<i>CannonDesign</i>	<i>Project Management</i>	<i>\$1,500.00</i>	<i>\$1,500.00</i>
<i>BKF Engineers</i>	<i>Survey Tasks:</i>		
	<i>Boundary Analysis</i>	<i>\$4,500.00</i>	<i>\$10,000.00</i>
	<i>Topographic Survey</i>	<i>\$5,500.00</i>	
	<b><i>Pre-Design Fee Totals:</i></b>		<b><i>\$11,500.00</i></b>

**DESIGN**

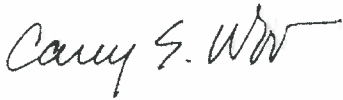
Consultant	Scope	Schematic Design	Construction Documents (60%)	Construction Documents (100%)	Total Fee Per Consultant
CannonDesign	Project Management / Design Architecture / Specifications	\$29,850.00	\$35,500.00	\$23,650.00	\$89,000.00
CannonDesign	Site Electrical Engineering	\$2,000.00	\$4,500.00	\$3,500.00	\$10,000.00
BKF Engineers	Site Civil Engineering	\$10,000.00	\$24,000.00	\$16,000	\$50,000.00
The Guzzardo Partnership	Landscape Architecture	\$9,750.00	\$13,650.00	\$9,100.00	\$32,500.00
	<b>Fee Totals:</b>	\$51,600	\$77,650.00	\$52,250.00	<b>\$181,500.00</b>
		28%	43%	29%	<b>100%</b>

Reimbursable expenses are in addition to the professional fee and include costs incurred by CannonDesign in the interest of the project. They include expense of transportation in connection with the project; other travel expenses; reproduction; plotting; postage; long distance telephone and fax charges; model materials and supplies; renderings; cost of special mockups; and custom samples as applicable. Expenses will be invoiced at cost plus ten percent (10%).

CannonDesign's billing rates, applicable to additional services are stated in the Master Agreement with the County and as outlined on the attached consultant hourly rate schedules.

Thank you for the opportunity to provide this proposal; we look forward to this collaboration. Please let us know if you have any questions about this proposal.

Sincerely,



Carey Woo, AIA, CDT, LEED AP  
Senior Vice President  
CannonDesign

Attachment: Consultant Hourly Rate Schedules

Cc: Michael Smith, AIA, LEED AP BD&C, CannonDesign

**PROFESSIONAL PERSONNEL SERVICE FEES**

JANUARY 1, 2019 - DECEMBER 31, 2019

<b><u>PERSONNEL</u></b>	<b><u>HOURLY RATES</u></b>
<b>ENGINEERING</b>	
Senior Associate	\$220.00
Associate	\$214.00
Project Manager	\$204.00 - \$210.00
Engineer IV	\$189.00
Engineer I, II, III	\$134.00 - \$154.00 - \$174.00
Engineering Assistant	\$82.00
Junior Engineer	\$70.00
<b>PLANNING</b>	
Planner I, II, III, IV	\$134.00 - \$154.00 - \$174.00 - \$189.00
<b>SURVEYING</b>	
Senior Associate	\$220.00
Associate	\$214.00
Project Manager	\$204.00 - \$210.00
Surveyor I, II, III, IV	\$134.00 - \$154.00 - \$174.00 - \$189.00
Survey Party Chief	\$175.00
Survey Chainman	\$113.00
Apprentice I, II, III, IV	\$70.00 - \$93.00 - \$103.00 - \$109.00
Instrumentman	\$150.00
Surveying Assistant	\$82.00
Junior Surveyor	\$70.00
Utility Locating Superintendent	\$176.00
Utility Locator I, II, III	\$91.00 - \$129.00 - \$155.00
BIM Specialist I, II, III	\$134.00 - \$154.00 - \$174.00
<b>DESIGN AND DRAFTING</b>	
Technician I, II, III, IV	\$128.00 - \$136.00 - \$148.00 - \$161.00
Drafter I, II, III, IV	\$100.00 - \$110.00 - \$118.00 - \$132.00
<b>CONSTRUCTION ADMINISTRATION/QSP-QSD</b>	
Senior Construction Administrator	\$198.00
Resident Engineer	\$147.00
Field Engineer I, II, III	\$134.00 - \$154.00 - \$174.00
Senior Consultant	\$229.00
<b>SERVICES AND EXPENSES</b>	
Project Assistant	\$82.00
Clerical/Administrative Assistant	\$70.00

Principals' time on projects is chargeable at \$246.00 per hour.

Charges for outside services, equipment, and facilities not furnished directly by BKF Engineers will be billed at cost plus 10%. Such charges may include, but shall not be limited to printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; special fees, permits, and insurance; transportation on public carriers, meals, and lodging; and consumable materials. Mileage will be charged at the prevailing IRS rate per mile. Monthly invoices are due within 30 days from invoice date. Interest will be charged at 0.833% per month on past due accounts. Expert witness/litigation rates are available upon request.



**THE  
GUZZARDO  
PARTNERSHIP INC.**

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Senior Associates	\$120.00 per hour
Associates	\$110.00 per hour
Senior Staff	\$100.00 per hour
Staff	\$90.00 per hour





**County of Solano  
Standard Contract**

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

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

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

CANNON PARKIN INC, d/b/a CANNONDESIGN

CONTRACTOR'S NAME

BUSINESS FORM

2. The Term of this Contract is:

This Agreement is for a period of three years, beginning July 23, 2019 and ending June 5, 2022

3. The maximum amount of this Contract is:

Determined by the aggregate of Adjusted Services Authorizations (ASA) /Work Orders executed pursuant to this Contract

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work




Exhibit B – Budget Detail and Payment Provision

Exhibit B - 1 – Fee Schedule

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on July 23, 2019.

CONTRACTOR	COUNTY OF SOLANO
<u>Cannon Parkin Inc., d/b/a CannonDesign</u> CONTRACTOR'S NAME	<u></u> AUTHORIZED SIGNATURE
<u>Michael Smith</u> SIGNATURE	<u>Birgitta E. Corsello, County Administrator</u> TITLE
<u>Michael Smith, AIA, LEED AP BD+C: Principal</u> PRINTED NAME AND TITLE	<u>675 Texas Street, Suite 2500</u> ADDRESS
<u>1901 Avenue of the Stars, Suite 175</u> ADDRESS	<u>Fairfield</u> CA <u>94533</u> CITY STATE ZIP CODE
<u>Los Angeles</u> CA <u>90067</u> CITY STATE ZIP CODE	Approved as to Content: <u></u> DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form: <u></u> COUNTY COUNSEL

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

Rev. 3/11/19



Work Group - This group performs the day-to-day work and prepared technical studies required to progress each project/work effort, implements the decisions made by the Executive/Steering Committees and formulates recommendations for consideration by these other committees. This group, whose composition may vary from project to project, also consists of representatives from various County **Departments/Divisions** who are stakeholders in the project/work effort. The selected Technical Support Services firm(s) will organize and actively participate in all Work Group meetings for assigned projects/work efforts and will be called on as required to provide or coordinate provision of graphic information and/or make presentations before the Work Group to facilitate project communication and issue resolution. Selected firms will primarily interact with Work Group members during the course of a project.

Authorities Having Jurisdiction - The Department of Resource Management acts as the primary local regulatory authority having jurisdiction in matters regarding building codes, planning and environmental issues for County-owned projects. Other agencies, such as the fire departments in local cities, will also have regulatory authority over specific aspects of the work performed under the agreements resulting from this solicitation. Depending on specific project needs, other federal, state, and local agencies may also be Authorities Having Jurisdiction, including utility providers.

#### **TASK LIST**

The following is a non-exclusive overall list of tasks for which Cannon Parkin Inc., d/b/a CannonDesign shall be responsible, to the extent congruent with Cannon Parkin Inc., d/b/a CannonDesign's professional and/or lawfully licensed capabilities, and is the same list included in the referenced RFQ. Specific scopes of work for each project/task may vary based on actual project need. Cannon Parkin Inc., d/b/a CannonDesign may be requested to provide services to support a variety of project delivery methods based on project needs and as allowed by applicable laws/regulations. During each phase listed below, coordination and consultation with other County agencies and/or Authorities Having Jurisdiction will be required.

#### **1. PRE - PROJECT ACTIVITIES**

As project needs are identified, the County determines an appropriate course of action, available resources, and project priority. Technical Support Service tasks may include:

- Assist in the development of conceptual project scope
- Evaluate needs, resources, influences, and factors
- Assist in identifying design, engineering and financing alternatives and options
- Assist in the development of conceptual project budget
- Assist in identifying requisite project stakeholder responsibilities
- Determine design, engineering and construction scope of work; County/contractor responsibility
- Determine cost elements required for the project and provide a statement of probable cost
- Meet with representatives of the County Administrator's Office (CAO), General Services Administration (GSA) and/or other User Departments
- Present concepts and projects in a public forum to general public and/or elected officials
- Develop Project schedule, concept drawings and/or narrative
- Prepare meeting minutes (typical all phases)
- Make recommendations on the method of project procurement (i.e.: design/bid/build, design/build, etc.)

- Respond to Requests for Information (RFI)
- Monitor project budget and schedule; prepare status reports
- Check documents to assure correlation with project scope and program
- Perform schematic design review
- Prepare or update statement of probable cost
- Estimate project design and construction timeline
- Obtain stakeholder approval(s) of schematic design
- Prepare meeting minutes

## **5. DESIGN DEVELOPMENT**

This phase fixes and describes the size and character of the project, including the architectural, structural, mechanical and electrical systems, materials, etc. Accountability for budget compliance is crucial. Value engineering, sustainability review and general constructability considerations should take place in this phase. Logistical issues and collateral impacts that may be precipitated by the project should be identified. Technical Support Service tasks may include:

- Prepare design development documents or make determination to outsource preparation of design development documents
- Conduct value engineering/sustainability review of design development
- Set up and monitor team meetings
- Prepare meeting minutes
- Perform Value Engineering evaluations in tandem with budget analysis to further refine the development of project(s)
- Monitor project budget and schedule; prepare status reports
- Report any deviations to project schedule and/ or budget
- Coordinate County and consultant participants
- Oversee the appropriate activities for the procurement process (i.e.: design/bid/build, etc.)
- Respond to Requests for Information
- Obtain and record decisions
- Perform design development review
- Prepare DD-level cost estimate at e.g. 50%, 100% ODs
- Update project design and construction timeline
- Obtain approvals of design development

## **6. CONTRACT DOCUMENTS**

During this phase, materials are developed that will become the means of administering the construction process and form the basis of the legal and contractual requirements and obligations and responsibilities of the owner, contractor, and design professional. The documents communicate to the contractor the quantities, qualities, and relationships of all work required to construct the project. They will also be the means of obtaining regulatory approvals to proceed with the construction. Technical Support Service tasks may include:

- Prepare contract documents or make determination to outsource preparation of contract documents
- Coordinate team meetings
- Monitor project budget and schedule; prepare status reports

- Attend weekly work group meetings
- Identify and facilitate bidding of long-lead materials and equipment for early purchasing
- Report project progress/issues requiring Owner resolution
- Report cost and schedule impacts
- Prepare cost estimates to verify change order claims
- Assist in processing RFIs, Bulletins, RFPs; prepare change orders
- Assist in processing of submittals/review submittals
- Assist in processing of substitution requests/review substitutions
- Ensure Project Record Documents are being updated and delivered to the County
- Monitor project schedule
- Monitor project budget
- **Coordinate/Manage** information provided to Utilities providers
- Facilitate coordination of inspections with other regulatory agencies
- Assist in reviewing and processing of progress payments/pay requests
- Coordinate systems testing programs
- Assist in administering close-out process
- Review certified payroll verification
- Assist in claims analysis and dispute resolution
- Coordinate and consolidate final inspections and punch lists for completion
- Assist in preparation of Notice of Completion

#### 9. POST CONSTRUCTION

The purpose of this phase is to evaluate the performance of the project. As the user moves in, attention to overlooked details and their correction is important. This phase also affords the opportunity to review processes and procedures, consultant and contractor performance. This helps evaluate product performance, and construction/installation details. Technical Support Service tasks may include:

- Facilitate move-in activities
- Participate in management of warranty work
- Perform consultant evaluation
- Perform contractor evaluation
- Provide information to document final project costs/cost evaluation
- Perform product specification evaluation
- Perform General Conditions/General Requirements review
- Document lessons learned for use on future projects
- Facilitate County staff performance review
- Assist in developing and administering and updating data base for future project reference

#### 10. OTHER SERVICES

Other Technical Support Service tasks may include:

- Assist in managing solicitation processes to procure consultant/construction resources for projects
- Assist in documenting project organization and procedures at project start-up to provide continuity between project phases
- Estimate design/engineering concepts and compare to cost models

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. COMPENSATION**

Consultant's standard rate schedules will be valid through the term of this Agreement. Standard rates may be reviewed and negotiated on a yearly basis, no rate adjustment earlier than one year after start of contract. Consultant must submit a written request for adjustment to the County and state reason why rates need adjustment prior to the adjustment of rates.

**2. METHOD OF PAYMENT**

Upon initiation on an Adjusted Services Authorization (ASA)/Work Order approved by the County, compensation shall be for a total not to exceed the amount in each ASA/Work Order according to the attached Fee Schedule (here – Consultant's rates sheet to be attached) accrued on an hourly basis to task-oriented work or by a separate negotiated fee for other work as mutually agreed upon the County and Consultant.

No compensation shall be due without prior authorization and corresponding properly executed ASA/Work Order.

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard **Contract/ASA/Work Order**. Each invoice must specify services rendered, to whom, date of service and the accrued charges. County will endeavor to pay Contractor within thirty (30) days after acceptance and approval of Contractor's itemized invoice.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**1. CLOSING OUT**

County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

**2. TIME**

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

**3. TIME OF PERFORMANCE**

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

**4. TERMINATION**

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

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

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

**5. SIGNATURE AUTHORITY**

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

**6. REPRESENTATIONS**

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

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



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

F. Deductibles and Self-Insured **Retentions**

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

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

G. Other Insurance Provisions

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

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

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

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

H. Waiver of Subrogation

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

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

cost that may be necessary in order to add or retrofit an omitted item. Any Error in the Instruments of Service, whether or not in violation of the Standard of Care, shall be promptly corrected by Contractor without charge to County upon discovery by or notice to the Contractor. In the event that responsibility for the error or omission is shared by parties other than the Contractor, the cost split will be determined in accordance with the dispute resolution provisions of the contract.

## 9. DEFAULT

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

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

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

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

## 10. INDEMNIFICATION

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

B. For claims arising out of Contractor's performance of professional services under this Agreement, Contractor will indemnify the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, or damages, including reasonable attorney's fees arising directly from Contractor's negligent acts, errors or omissions, or the negligent acts errors and omissions of any persons directly employed by Contractor, excepting the negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injuries and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering services.

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

## 11. INDEPENDENT CONTRACTOR

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

B. Contractor shall have no claim against County for employee rights or benefits including,

### 13. COMPLIANCE WITH LAW

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

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

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

### 14. CONFIDENTIALITY

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

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

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

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

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

### 15. CONFLICT OF INTEREST

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

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

### 16. DRUG FREE WORKPLACE

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



**23. OWNERSHIP OF DOCUMENTS**

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by **County** or upon completion of the work pursuant to this Contract ("Instruments of Service"), upon payment of all sums due under this Agreement. Notwithstanding the foregoing, Contractor shall retain ownership rights of all intellectual property in existence at the time services were provided, including but not limited to, standard specifications "Pre-Existing Intellectual Property". In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Contractor and Contractor's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service when done without retaining the author of the Instruments of Service.

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

**24. NOTICE**

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

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

**25. NONRENEWAL**

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

**26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**

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

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

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

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

### **32. FAITH BASED ORGANIZATIONS**

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

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

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

### **33. PRICING**

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

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

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

### **35. DISBARMENT OR SUSPENSION OF CONTRACTOR**

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**1. CONTRACT EXTENSION**

Notwithstanding Section 2 of the Standard Contract, and unless terminated by either party prior to contract termination date, at County's sole election, this Agreement shall be automatically extended up to 90 days beyond the contract termination date to allow for continuation of services and sufficient time to complete a novation or renewal contract. In the event that this Agreement is extended, compensation for the extension period shall not exceed (contract amount).

**2. CONFIDENTIAL RECORDS**

Contractor acknowledges that any information generated, received or disseminated pursuant to its performance under this Contract is confidential and shall not be disclosed in any manner unless authorized by law or court order. Furthermore, Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code sections applicable to the subject of this Contract, particularly, sections 10850 and 11478.1 and will abide by its requirements.



# COUNTY OF SOLANO STANDARD CONTRACT

1.

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

KC Engineering Company

CONSULTANTS NAME

2. The Term of this Contract is:

This contract is for a period of one year commencing October 1, 2019 and ending September 30, 2020 unless otherwise extended by the County.

3. The amount of this Contract is:

\$10,989, unless amended by the County

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work  
Exhibit B – Budget Detail and Payment Provision  
Exhibit C – General Terms and Conditions  
Exhibit D – Special Terms and Conditions

This Contract is made on October 1, 2019.

CONSULTANT	COUNTY OF SOLANO
KC Engineering Company	
CONSULTANTS NAME	Birgitta E. Corsello, County Administrator
SIGNATURE	675 Texas Street, Ste. 6500, Fairfield, CA 94533
PRINTED NAME AND TITLE	ADDRESS
865 Cotting Lane, Suite A, Vacaville, CA 95688	Approved as to Content:
ADDRESS	Megan M. Greve
	Megan M. Greve, Director of General Services
	Approved as to Form:
	Bernadette J. Curry
	COUNTY COUNSEL

EXHIBIT A  
SCOPE OF WORK

865 Cotting Lane, Suite A  
Vacaville, California 95688  
(707) 447-4025, fax 447-4143



8798 Airport Road  
Redding, California 96002  
(530) 222-0832, fax 222-1611

**KC ENGINEERING COMPANY**  
A SUBSIDIARY OF MATERIALS TESTING, INC.

Proposal No. Child Start  
20 August 2019

Mr. Dave Daly  
Solano County Nut Tree Airport  
301 County Airport Road, Suite 205  
Vacaville, CA 95688

Subject: Proposed Child Start Project  
1500 Solano Avenue  
Vallejo, California  
**GEOTECHNICAL EXPLORATION SCOPE & COST PROPOSAL**

Dear Mr. Daly:

At your request, **KC ENGINEERING COMPANY** is pleased to submit our scope of services and cost proposal to provide a design-level geotechnical exploration report for the proposed Child Start project to be constructed at the subject site. We understand that an approximately 2,500 to 3,000 square feet, on-story child care building is planned on the property. Additional site improvements are expected to consist of underground utilities, driveway and parking lot improvements, a play area, lighting, a garbage enclosure and bio-filtration swales. We understand the site was a former fuel station and has received environmental closure. The location of former backfilled tank areas should be provided for our review.

The purpose of the exploration is to identify the surface and subsurface geotechnical characteristics so that appropriate earthwork grading, foundation, seismic criteria, slab-on-grade, and drainage recommendations can be provided for site planning, design and construction. The following scope of services are proposed:

- 1) Review of Literature. A review of the available and/or published pertinent geologic and geotechnical literature concerning the project site and surrounding area.
- 2) Site Reconnaissance. This will consist of a reconnaissance by the Geotechnical Engineer to observe and map existing surface conditions. We will mark the location of the proposed borings and contact Underground Service Alert.
- 3) Subsurface Exploration Program. This will consist of drilling 3 exploratory borings in the area of the proposed building to depths ranging up to 40 feet, logging the soil layers and groundwater depths, and sampling of the subsurface materials. Bulk samples will also be obtained of the near surface soil materials for soil corrosivity testing. It is noted that a Solano County Environmental Health drilling permit will be required.

865 Cotting Lane, Suite A, Vacaville, California 95688



- 4) Laboratory Testing. A laboratory testing program of the soils will be performed to determine the in-place condition of the subsurface engineering characteristics. Testing is anticipated to consist of moisture-density, sieve analysis, strength, Atterberg Limits, R-Value and soil corrosivity.
- 5) Analysis and Report. This phase of the investigation will consist of an evaluation and correlation of all the data accumulated and the preparation of a geotechnical report including recommendations for earthwork grading, foundation design, CBC seismic criteria, slab-on-grade, drainage, pavement sections and related design and construction criteria. The report will also address geotechnical or geologic concerns on the site and any required mitigation measures such as lime treatment.
- 6) Consultation & Plan Review. This phase consists of consultation with the Architect, Civil and Structural Engineers during the design phase and reviewing the civil improvement and foundation plans for conformance with the geotechnical report. A plan review letter will be provided for submittal to the City/County.

We propose to perform the above items for a fee of \$10,989 as noted in the attached table. Scheduling for the field exploration will proceed shortly after receipt of signed authorization. Our written report will be transmitted within six weeks after our field investigation. With respect to Item 6, we will only invoice for consultation time needed at a Geotechnical Engineers hourly rate of \$180/hour. At this time, 4 to 6 hours of post-report consultation is estimated. Should this proposal meet with your approval, please sign and return the attached contract or issue your service agreement as authorization to proceed with the work.

We appreciate the opportunity of proposing our services to you and look forward to working with you on this project. Should you have any questions relating the contents of this proposal or should you require additional information, please contact our office at your convenience.

Respectfully Submitted,  
**KC ENGINEERING COMPANY**



David V. Cymanski, G.E. 2585  
Principal Engineer

Copies: 1 email

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**KCE GEOTECHNICAL COST BREAKDOWN**

Description	Child Start, Vallejo	
<b>PROJECT COORDINATION &amp; REVIEW</b>		
Geotechnical Engineer	4 hrs. x \$180/hr.	\$720
Proj Engineer (USA & Permit)	4 hrs. x \$155/hr	\$620
Mileage	56 mi. x \$0.75/mi	\$42
<b>FIELD EXPLORATION</b>		
Drill Rig Cost	1 Day	\$2,000
Grout		\$100
Project Engineer	8 hrs x \$155/hr.	\$1,240
Mileage	56 mi x \$0.75/mi	\$42
<b>LABORATORY TESTING</b>		
Density/MC	15 units x \$55/unit	\$825
Sieve Analysis	4 units x \$100/unit	\$400
Atterberg Limits	2 units x \$170/unit	\$340
Direct Shear	1 unit x \$400/unit	\$400
R-Value	1 unit x \$350/unit	\$350
Unconfined Compression	2 units x \$110/unit	\$220
Corrosivity	1 units x \$190/unit	\$190
<b>ANALYSIS &amp; REPORT</b>		
Project Engineer	8 hrs. x \$155/hr.	\$1,240
Geotechnical Engineer	4 hrs. x \$180/hr.	\$720
Drafting	2 hrs. x \$100/hr.	\$200
Clerical	4 hrs. x \$65/hr.	\$260
<b>POST-REPORT CONSULTATION &amp; PLAN REVIEWS</b>		
Geotech Engineer	6 hrs. x \$180/hr	\$1,080
<b>TOTAL ESTIMATE</b>		<b>\$10,989</b>



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(707) 447-4025, fax 447-4143



8798 Airport Road  
Redding, California 96002  
(530) 222-0832, fax 222-1611

## KC ENGINEERING COMPANY

A SUBSIDIARY OF MATERIALS TESTING, INC.

### "CONTRACT FOR GEOTECHNICAL SERVICES"

By signing in the spaces provided below, the parties agree and contract to the following terms and conditions:

ORDER RECEIVED BY: David Cymanski DATE: 8/20/19

AUTHORIZED BY: Dave Daly PROJECT NO. \_\_\_\_\_

INVOICE TO: Nut Tree Airport

301 County Airport Rd, Ste 205

Vacaville, CA 95688

707-469-4603 [drdaly@solanocounty.com](mailto:drdaly@solanocounty.com)

DESCRIPTION OF WORK: Provide a design-level geotechnical report for the proposed Child Start project

At 1500 Solano Ave, Vallejo.

See attached proposal dated 8/20/19, a copy of which is hereby acknowledged as received.

TIME FOR PERFORMANCE: As noted in Proposal

FEES TO BE CHARGED: As noted in Proposal dated 8/20/19

\* Fee Schedule, if attached, is incorporated into this contract. [check here if Fee Schedule is attached: \_\_\_\_\_]

\* Unless otherwise stated, fees are the best estimate of MTI-KC ENGINEERING CO. As such, the fees are approximate only and not to be considered a fixed fee or a maximum fee.

#### TERMS

1. KC ENGINEERING CO. agrees to perform and client agrees to pay for the performance of services as set forth in this agreement.
2. Invoices will be submitted at completion of the work herein, or at approximately 4 week intervals, whichever is earlier, and are due and payable upon presentation.
3. Accounts not paid within 30 days from the date of the billing are subject to a service charge of 18% per annum on the unpaid balance. In the event payment is not made when due and it becomes necessary to commence suit to collect amounts due, Client agrees to pay all interest and principal, plus attorney's fees and court costs as the court may deem reasonable.
4. Client and KCE agree as specifically negotiated to limit the liability, including but not limited to liability for consequential damages, of KCE, including its shareholders, officers, directors, employees, agents and representatives for any acts, errors, omissions, breaches of contract or negligence, on the part of KCE, arising directly or indirectly from the performance of the services under this agreement, to Client to \$10,000 or an amount equal to KCE's invoiced fee, whichever is greater.
5. Any cancellation of this Contract by Client must be in writing. Client agrees to pay for work completed up to time notice of cancellation is received by KC ENGINEERING CO.
6. Client acknowledges this agreement supersedes all oral agreements, if any, between the parties, and that this agreement together with any Cost Proposal constitute the entire and only agreement pertaining to the work to be performed hereunder. This agreement can only be modified by an agreement in writing signed by both parties. Additional services are subject to a future written agreement.
7. Client agrees that MTI-KCE is not responsible for obtaining Grading, Building or any other necessary permits. In addition, by signing below, Client agrees to obtain all necessary Grading, Building or other permits prior to our services and provide such documentation for our records.

KC ENGINEERING CO.

BY:   
David V. Cymanski, G.E. 2585

AGREED TO AND ACCEPTED:

FIRM NAME: \_\_\_\_\_

CLIENT SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **EXHIBIT B**

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

#### **1. COMPENSATION**

Total Compensation under this Contract shall be \$10,989 upon completion of work, unless otherwise amended by County.

#### **2. METHOD OF PAYMENT**

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall, within thirty days of receipt, pay Contractor in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

All invoices shall be made in writing and delivered or mailed as follows:

Solano County  
General Services Department  
Attention – Assistant Director  
675 Texas Street, Suite 2500  
Fairfield, CA 94533

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**1. CLOSING OUT**

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

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

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

**2. TIME**

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

**3. TIME OF PERFORMANCE**

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

**4. TERMINATION**

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

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

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

**5. SIGNATURE AUTHORITY**

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

## 6. REPRESENTATIONS

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

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

## 7. INSURANCE

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

B. Minimum Scope of Insurance  
Coverage must be at least as broad as:

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

C. Minimum Limits of Insurance  
Contractor must maintain limits no less than:

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

D. Additional Insurance Coverage

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

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

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

F. Deductibles and Self-Insured Retentions

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

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

G. Other Insurance Provisions

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

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

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

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

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

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

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

**8. BEST EFFORTS**

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



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

## **9. DEFAULT**

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

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

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

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

## **10. INDEMNIFICATION**

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

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

## **11. INDEPENDENT CONTRACTOR**

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

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

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

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

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

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

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

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

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

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

## **12. RESPONSIBILITIES OF CONTRACTOR**

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

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

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

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

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

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

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

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

## **13. COMPLIANCE WITH LAW**

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

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



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

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

#### **14. CONFIDENTIALITY**

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

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

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

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

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

#### **15. CONFLICT OF INTEREST**

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

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

#### **16. DRUG FREE WORKPLACE**

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

#### **17. HEALTH AND SAFETY STANDARDS**

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

#### **18. CHILD/ADULT ABUSE**

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

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

#### **19. INSPECTION**

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

#### **20. NONDISCRIMINATION**

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

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

#### **21. SUBCONTRACTOR AND ASSIGNMENT**

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

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

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

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

#### **22. UNFORESEEN CIRCUMSTANCES**

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

#### **23. OWNERSHIP OF DOCUMENTS**

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

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

**24. NOTICE**

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

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

**25. NONRENEWAL**

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

**26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**

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

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

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

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

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

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

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

**27. CHANGES AND AMENDMENTS**

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

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

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

## **28. CHOICE OF LAW**

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

## **29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

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

## **30. WAIVER**

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

## **31. CONFLICTS IN THE CONTRACT DOCUMENTS**

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

## **32. FAITH BASED ORGANIZATIONS**

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

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

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

### **33. PRICING**

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

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

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

### **35. DISBARMENT OR SUSPENSION OF CONTRACTOR**

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

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

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

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

### **36. EXECUTION IN COUNTERPARTS**

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

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

**37. LOCAL EMPLOYMENT POLICY**

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

**38. ENTIRE CONTRACT**

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

## **EXHIBIT D**

### **SPECIAL TERMS AND CONDITIONS**

#### **1. CONTRACT EXTENSION**

Notwithstanding Section 2 of the Standard Contract, and unless terminated by either party prior to contract termination date, at County's sole election, this Agreement shall be automatically extended up to 90 days beyond the contract termination date to allow for continuation of services and sufficient time to complete a novation or renewal contract. In the event that this Agreement is extended, compensation for the extension period shall not exceed (contract amount).

#### **2. CONFIDENTIAL RECORDS**

Contractor acknowledges that any information generated, received or disseminated pursuant to its performance under this Contract is confidential and shall not be disclosed in any manner unless authorized by law or court order. Furthermore, Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code sections applicable to the subject of this Contract, particularly, sections 10850 and 11478.1 and will abide by its requirements.





# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	6	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Notice of Completion	<b>Department:</b>	General Services
<b>File #:</b>	19-768	<b>Contact:</b>	Mark Hummel, 784-7908
<b>Agenda date:</b>	10/08/2019	<b>Final Action:</b>	
<b>Title:</b>	Approve the Notices of Completion for the Solano County Fairgrounds Grandstands, Stables and Site Demolition Project located at 900 Fairgrounds Drive, and for the demolition of the former Weights and Measures building at 540-560 Fairgrounds Drive in Vallejo by Central Valley Environmental, Inc. of Fresno; and Authorize the Clerk of the Board to record the executed Notices of Completion		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Notice of Completion - 900 Fairgrounds, B - Notice of Completion - 540-560 Fairgrounds, C - Summary of Project Funding and Expense		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes \_\_\_ No X  
Public Hearing Required? Yes \_\_\_ No X

### **DEPARTMENTAL RECOMMENDATION:**

The Department of General Services recommends that the Board of Supervisors:

1. Approve the Notices of Completion for the Solano County Fairgrounds Grandstands, Stables and Site Demolition Project located at 900 Fairgrounds Drive, and for the demolition of the former Weights and Measures building at 540-560 Fairgrounds Drive in Vallejo by Central Valley Environmental, Inc. of Fresno; and
2. Authorize the Clerk of the Board to record the executed Notices of Completion.

### **SUMMARY:**

On June 05, 2018, the Board awarded a construction contract to Central Valley Environmental, Inc. to abate and demolish various structures at the Solano County Fairgrounds (Project) and the former Weights & Measures Building. The Project properties are located at 900 Fairgrounds Drive and 540-560 Fairgrounds Drive, Vallejo, respectively. Over the course of the abatement, decommissioning and demolition, the quality of work satisfied the requirements of the construction documents and has been deemed code compliant. The Department of General Services is requesting that the Board approve the Notice of Completion for the Project and authorize the Clerk of the Board to record the document in order to release retention funds held by the County.

### **FINANCIAL IMPACT:**

To take advantage of economies of scale and reduce costs of separate bid solicitations and contractor



mobilizations, the project combined two separate projects with two different funding sources. In FY2017/18 the Board approved a construction contract to Central Valley Environmental, Inc., for \$4,905,162 for work at 900 Fairgrounds Drive and 540-560 Fairgrounds Drive. Three change orders were issued yielding an overall credit of \$252,765, the final construction contract expense was \$4,652,397. Project expenses including design fees, permits, monitoring, project management, and other miscellaneous costs were \$5,311,917. Remaining project funds will be returned to Fund Balance. The Project budget and expenses are summarized in Attachment C.

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

**DISCUSSION:**

The Solano County Fairgrounds Grandstands, Stables and Site Demolition Project consisted of abatement and demolition of the Solano County Fairgrounds grandstands, golf pro-shop, jockey/racing office, jockey trailers, stables, restrooms, race track, television towers, race track railing and the decorative and chain link fencing. The scope of work also included removal of all building foundations to a depth of 4'-0" below finish grade, storm drain modifications, site regrading and relocation of an equipment fuel tank. The abatement and demolition of the former Weights & Measures building included site regrading for positive drainage and new chain link fencing. This abatement and demolition project is intended to make the sites more attractive to potential developers of the future Solano 360 Project.

**ALTERNATIVES:**

The Board could choose not to execute and record the Notices of Completion. This action is not recommended since Central Valley Environmental, Inc. has successfully fulfilled the terms of the contract. Failure to adopt the Notices of Completion will prevent release of retention, which could result in adverse claims.

**OTHER AGENCY INVOLVEMENT:**

The Department of Resource Management, Building and Safety Division approved construction (demolition) plans and County Counsel has reviewed the contract as to form. The City of Vallejo Fire Department reviewed plans and issued the permit for the fuel tank relocation. The Bay Area Air Quality Management District (BAAQMD) issued permits for both sites - 900 Fairgrounds Drive and 540-560 Fairgrounds Drive, Vallejo.

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**

Recorded at request of the  
County of Solano

When recorded return to:  
Department of General Services  
675 Texas Street, Suite 2500  
Fairfield, CA 94533

### **NOTICE OF COMPLETION**

NOTICE IS GIVEN that the undersigned:

County of Solano, OWNER, 675 Texas Street, Fairfield, California 94533, caused certain construction work to be performed within the County of Solano, which work is generally described as follows:

Project: Solano County Fairgrounds Grandstands, Stables and Site Demolition Project

Address: 900 Fairgrounds Drive  
Vallejo, CA 94589

Nature of the  
Interest of  
the Owner: **Fee**

Parcel #(s): 0052-240-560

That the contract for the performance of such work was awarded to Central Valley Environmental, Inc. of Fresno; that said work was completed on September 17, 2019 and was accepted by the Board of Supervisors and said County of Solano on October 8, 2019; and that Central Valley Environmental, Inc. was the contractor; and furthermore, that Travelers Casualty and Surety Company of America was the surety on the contractor's bonds.

State of California}  
County of Solano}

The undersigned, Erin Hannigan, being duly sworn says that she is the Chair of the Solano County Board of Supervisors; that she is the person signing the above document; and that she swears under penalty of perjury that she has read the same, knows the contents thereof, and that the facts stated above are true.

By \_\_\_\_\_  
ERIN HANNIGAN, Chairwoman  
Solano County Board of Supervisors

Attested:

By \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk,  
Solano County Board of Supervisors

\_\_\_\_\_  
Date

Recorded at request of the  
County of Solano

When recorded return to:  
Department of General Services  
675 Texas Street, Suite 2500  
Fairfield, CA 94533

### **NOTICE OF COMPLETION**

NOTICE IS GIVEN that the undersigned:

County of Solano, OWNER, 675 Texas Street, Fairfield, California 94533, caused certain construction work to be performed within the County of Solano, which work is generally described as follows:

Project: Solano County Fairgrounds Weights and Measures Building Demolition Project

Address: 540/560 Fairgrounds Drive  
Vallejo, CA 94589

Nature of the  
Interest of  
the Owner: **Fee**

Parcel #(s): 0052-313-010

That the contract for the performance of such work was awarded to Central Valley Environmental, Inc. of Fresno; that said work was completed on September 17, 2019 and was accepted by the Board of Supervisors and said County of Solano on October 8, 2019; and that Central Valley Environmental, Inc. was the contractor; and furthermore, that Travelers Casualty and Surety Company of America was the surety on the contractor's bonds.

State of California}  
County of Solano}

The undersigned, Erin Hannigan, being duly sworn says that she is the Chair of the Solano County Board of Supervisors; that she is the person signing the above document; and that she swears under penalty of perjury that she has read the same, knows the contents thereof, and that the facts stated above are true.

By \_\_\_\_\_  
ERIN HANNIGAN, Chairwoman  
Solano County Board of Supervisors

Attested:

By \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk,  
Solano County Board of Supervisors

\_\_\_\_\_  
Date

**Solano County Fairgrounds, Weights and Measure Demolition  
and Site Improvement Project**

**Summary of Project Budget and Expenses**

	BU 1816/1817	BU 1742
<b>Approved Project Budget</b>	<b>\$ 5,500,000</b>	<b>\$ 392,000</b>
<b>Construction Expense</b>		
Construction Contract	\$ 4,495,397	\$ 157,000
<b>Total Construction Expense</b>	<b>\$ 4,495,397</b>	<b>\$ 157,000</b>
<b>Other Project Expense</b>		
Project and Construction Management	\$ 214,118	\$ 45,486
Environmental / Hazmat/ Geotechnical	\$ 120,110	\$ 40,086
Engineering and Design Fees	\$ 142,829	\$ 12,829
Permits / Inspections	\$ 9,876	\$ 136
Facilities Work Orders	\$ 46,502	\$ -
Other Direct Expenses	\$ 26,577	\$ 971
<b>Total Other Project Expense</b>	<b>\$ 560,013</b>	<b>\$ 99,508</b>
<b>Total Project Expense</b>	<b>\$ 5,055,410</b>	<b>\$ 256,508</b>
<b>Project Remaining Balance</b>	<b>\$ 444,590</b>	<b>\$ 135,492</b>
<b>(Balance to be returned to Fund Balance)</b>		



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	7	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Resolution	<b>Department:</b>	Human Resources
<b>File #:</b>	19-778	<b>Contact:</b>	Marc Fox, 784-2552
<b>Agenda date:</b>	10/08/2019	<b>Final Action:</b>	
<b>Title:</b>	Adopt a resolution approving a successor collective bargaining agreement between Solano County and Unit 12 - Probation Officers represented by Solano Probation Peace Officer Association		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Resolution, B - MOU for Unit 12		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ☐ No ☒  
Public Hearing Required? Yes ☐ No ☒

### **DEPARTMENTAL RECOMMENDATION:**

The Director of Human Resources recommends that the Board of Supervisors adopt a resolution approving a successor collective bargaining agreement between the County and Unit 12 - Probation Officers represented by Solano Probation Peace Officer Association.

### **SUMMARY:**

The County and Solano Probation Peace Officer Association have an existing collective bargaining agreement which expires on November 4, 2019. Representatives from the County and Solano Probation Peace Officer Association have met and conferred in good faith regarding the terms for the successor collective bargaining agreement. The County and Solano Probation Peace Officer Association reached a total tentative agreement for the successor collective bargaining agreement, for a term through October 21, 2022. The employees represented by Solano Probation Peace Officer Association have ratified the terms of the successor collective bargaining agreement and the final step is the Board of Supervisors' approval.

### **FINANCIAL IMPACT:**

Adoption of the new collective bargaining agreement for Solano Probation Peace Officer Association is projected to increase payroll costs by a total of \$ 4,270,980 during the term of the agreement (effective October 6, 2019 through October 21, 2022). Of this total cost, \$537,997 is during Fiscal Year 2019/20, \$869,147 is during Fiscal Year 2020/21, \$1,248,217 is during Fiscal Year 2021/22, and \$1,615,619 is during Fiscal Year 2022/23 (through October 21, 2022).

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

**DISCUSSION:**

Representatives of the County and Solano Probation Peace Officer Association have met and conferred in good faith on the changes to the collective bargaining agreement on wages, hours and other terms and conditions of employment.

The parties have agreed on the following changes:

1. **TERM OF THE AGREEMENT:** The collective bargaining agreement will be effective November 5, 2019 through October 21, 2022.
2. **WAGES:** During Fiscal Year 2019/20 employees receive a three percent (3%) wage increase effective November 17, 2019. Concurrent with wage increase Group Counselor Series (entry, journey, senior) will receive a one and half percent (1.5%) equity adjustment.

During Fiscal Year 2020/21 employees receive a three percent (3%) wage increase effective November 15, 2020.

During Fiscal Year 2021/22 employees receive a two percent (2%) wage increase effective November 28, 2021, a one percent (1%) wage increase effective May 29, 2022, and a one percent (1%) wage increase effective September 4, 2022.

In addition, payable on January 17, 2020, all active employees as of December 29, 2019, will receive a one-time lump sum payment of nine hundred dollars (\$900.00), with said payment not subject to CalPERS reporting of benefits. Part-time employees in this bargaining unit will receive a pro-rata amount based on his/her full-time equivalence.

3. **HEALTH INSURANCE/CAFETERIA PLAN:** The County receives health insurance through CalPERS' Public Employees' Medical and Hospital Care Act (PEMHCA, or PERS Health Program). The County's maximum premium contribution for health insurance/cafeteria plan is set at 75% of the PEMHCA Region 1 Kaiser Permanente family rate for benefits effective for 2019, 2020, 2021, and 2022. In addition, employees who elect employee plus two or more dependents coverage receive an additional \$50 per month.
4. **OTHER PAID HOLIDAYS:** Effective January 1, 2020, employees excluding the Group Counselor series (entry, journey, senior) in Bargaining Unit 12 will receive the December 24th (Christmas Eve Day) beginning at noon and December 31st (New Year's Eve Day) beginning at noon as paid holidays.
5. **OTHER ITEMS:**
  - Effective July 1, 2020, the County will increase the maximum tuition reimbursement from \$1,100 to \$2,000 per year.
  - Conduct a classification study and salary survey for Group Counselor (journey) and Deputy Probation Officer (journey).
  - The County has established a Personal Effects Damage Reimbursement Program.
  - The County has established a Leave Contribution Program.
  - The County has established a Holiday Adjusted Time Program.

A copy of the collective bargaining agreement is attached. Some minor, non-substantive corrections were made to the collective bargaining agreement by the County and Solano Probation Peace Officer Association.

**ALTERNATIVES:**

The Board of Supervisors could elect to not adopt the collective bargaining agreement between the County and Solano Probation Peace Officer Association. However, this option is not recommended as the parties have met and conferred in good faith pursuant to the Meyers-Milias-Brown Act and have reached agreement, and the new agreement was negotiated within the parameters previously provided by the Board to the County's negotiating team. Additionally, employees represented by Solano Probation Peace Officer Association have ratified the terms for the collective bargaining agreement.

**OTHER AGENCY INVOLVEMENT:**

Negotiations of the collective bargaining agreement were through a collaborative effort by the County and Solano Probation Peace Officer Association.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2019 - \_\_\_\_\_

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS  
APPROVING THE MEMORANDUM OF UNDERSTANDING WITH UNIT 12 - PROBATION OFFICERS  
REPRESENTED BY SOLANO PROBATION PEACE OFFICER ASSOCIATION**

**Whereas**, Solano Probation Officer Association are, represents the employees in Bargaining Unit 12 (Probation Officers) within the County; and

**Whereas**, the County and Solano Probation Officer Association are required under the Meyers-Milias-Brown Act to meet and confer in good faith regarding wages, hours and other terms and conditions of employment; and

**Whereas**, the County of Solano and Solano Probation Officer Association are, having met and conferred in good faith reached a total tentative agreement on successor collective bargaining agreement for Unit 12 – Probation Officers; and

**Whereas**, the successor collective bargaining agreement has been ratified by the membership of Solano Probation Officer Association and the Board of Supervisors is required to ratify the successor collective bargaining agreement.

**Resolved**, the Solano County Board of Supervisors hereby enact the following:

1. Approve the Memorandum of Understanding with Solano Probation Officer Association for Unit 12 – Probation Officers; and
2. Authorize the Director of Human Resources to make any technical corrections.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on October 8, 2019 by the following vote:

AYES: SUPERVISORS \_\_\_\_\_

NOES: SUPERVISORS \_\_\_\_\_

EXCUSED: SUPERVISORS \_\_\_\_\_

\_\_\_\_\_  
ERIN HANNIGAN, Chairwoman  
Solano County Board of Supervisors

ATTEST:

BIRGITTA E. CORSELLO, Clerk  
Solano County Board of Supervisors

By \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk



# **MEMORANDUM OF UNDERSTANDING**

## **COUNTY OF SOLANO**

**for  
Unit #12**

## **PROBATION OFFICERS**

**Represented by  
Solano Probation Peace Officer Association**

**November 5, 2019 – October 21, 2022**

## Table of Contents

<b>PREAMBLE.....</b>	<b>5</b>
<b>1. RECOGNITION.....</b>	<b>5</b>
<b>2. TERM.....</b>	<b>6</b>
<b>3. UNION SECURITY AND UNION RIGHTS .....</b>	<b>6</b>
<b>4. COUNTY MANAGEMENT RIGHTS .....</b>	<b>9</b>
<b>5. SALARY AND OTHER COMPENSATION .....</b>	<b>10</b>
5.1 Salary Ranges .....	10
5.2 Pay for New Employees .....	10
5.3 Salary Upon Re-Employment.....	10
5.4 Merit Increases within Grade .....	11
5.5 Salary Upon Promotion .....	12
5.6 Salary Upon Transfer .....	12
5.7 Salary Upon Demotion.....	12
5.8 Reserved (Not Currently Used).....	13
5.9 Longevity Compensation .....	13
5.10 Working Out of Class .....	14
5.11 Changes in Salary Allocation.....	15
5.12 Overpayment / Underpayment .....	16
<b>6. BENEFITS .....</b>	<b>18</b>
6.1 Medical Insurance.....	18
6.2 Retiree Medical Insurance .....	18
6.3 Cafeteria Plan .....	18
6.4 Dental Insurance.....	20
6.5 Vision Insurance.....	20
6.6 Life Insurance.....	20
6.7 Deferred Compensation Program .....	21
6.8 Short Term Disability Insurance.....	21
6.9 Long Term Disability Insurance.....	22
6.10 Retirement.....	22
6.11 Social Security and Medicare.....	25
6.12 Education Reimbursement .....	25
6.13 Reserved (Not Used Currently).....	28
6.14 Limited Extra Help Benefits .....	29
6.15 Uniforms .....	29
<b>7. SAFETY AND WORKERS' COMPENSATION .....</b>	<b>31</b>
7.1 Safety .....	31
7.2 Workers' Compensation.....	31
7.3 State Disability Insurance and Temporary Light Duty Assignment for Injured Employees.....	33
<b>8. INCENTIVES AND DIFFERENTIALS .....</b>	<b>34</b>
8.1 Bilingual Pay Differential .....	34
8.2 Shift Differential.....	36

8.3	Standby and Call Back Pay Differential .....	36
<b>9.</b>	<b>LEAVES AND AUTHORIZED TIME OFF .....</b>	<b>37</b>
9.1	Vacation .....	37
<b>10.</b>	<b>SICK LEAVE.....</b>	<b>40</b>
<b>11.</b>	<b>LEAVE CONTRIBUTION PROGRAM .....</b>	<b>42</b>
<b>12.</b>	<b>BEREAVEMENT LEAVE .....</b>	<b>43</b>
<b>13.</b>	<b>OTHER LEAVES .....</b>	<b>44</b>
13.1	Maternity Leave.....	44
13.2	Family Leave .....	44
13.3	Jury Duty.....	44
13.4	Time Off for Blood Donation .....	45
13.5	Time Off for Promotional Examination .....	45
13.6	Military Leave of Absence .....	45
13.7	Leave of Absence without Pay.....	46
<b>14.</b>	<b>HOLIDAYS .....</b>	<b>48</b>
14.1	Eligibility.....	48
14.2	Holiday Compensation.....	48
14.3	Holidays .....	49
<b>15.</b>	<b>PROBATION PERIOD/RETREAT TO VACANT POSITIONS .....</b>	<b>51</b>
15.1	Probation Period.....	51
15.2	Retreat to Vacant Positions .....	52
15.3	Twenty-Four (24) Months Continuous Service.....	53
<b>16.</b>	<b>LAYOFF .....</b>	<b>53</b>
<b>17.</b>	<b>FURLOUGHS.....</b>	<b>54</b>
<b>18.</b>	<b>DISCIPLINARY ACTION .....</b>	<b>56</b>
18.1	Procedure .....	56
18.2	Appeal Process.....	57
18.3	Disciplinary Action Appeal Process – Not to the Civil Service Commission.....	57
<b>19.</b>	<b>GRIEVANCES .....</b>	<b>59</b>
19.1	Definition .....	59
19.2	Purpose.....	59
19.3	Steps .....	59
19.4	Timeliness of Grievances and Responses .....	61
19.5	Compensation Complaints.....	62
19.6.	County Code and Civil Service Commission.....	62
<b>20.</b>	<b>HOURS OF WORK AND OVERTIME .....</b>	<b>62</b>
20.1	Hours of Work.....	62
20.2	Workweek.....	63
20.3	Rest Period.....	64
20.4	Overtime.....	64
<b>21.</b>	<b>NO STRIKE / NO LOCKOUT .....</b>	<b>67</b>
<b>22.</b>	<b>OTHER PROVISIONS .....</b>	<b>68</b>

22.1	Duties Imposed on Officers and Employees to be Performed, Staggering of Hours of Employment .....	68
22.2	Mileage Reimbursement .....	68
22.3	Conflict of Interest .....	69
<b>23.</b>	<b>SEVERABILITY .....</b>	<b>70</b>
<b>24.</b>	<b>CONTRACTING OUT.....</b>	<b>71</b>
<b>25.</b>	<b>LABOR MANAGEMENT COMMITTEE .....</b>	<b>71</b>
<b>26.</b>	<b>FULL UNDERSTANDING .....</b>	<b>71</b>
	<b>APPENDIX A – CLASSIFICATION LISTING .....</b>	<b>73</b>
	<b>APPENDIX B – SALARY SCHEDULE .....</b>	<b>74</b>
	<b>APPENDIX C – Cost Sharing of PERS 2% @ 50 Retirement Formula.....</b>	<b>75</b>
	<b>APPENDIX D – Closure to Facilities to Achieve Cost Reduction .....</b>	<b>76</b>

## **MEMORANDUM OF UNDERSTANDING**

### **Unit #12, Probation Employees – Solano Probation Peace Officer Association**

#### **PREAMBLE**

This **AGREEMENT**, hereinafter referred to as the Agreement, entered into by the **COUNTY OF SOLANO**, hereinafter referred to as the County, and **SOLANO PROBATION PEACE OFFICER ASSOCIATION**, hereinafter referred to as the Association, has as its purpose the promotion of harmonious labor relations between the County and the Association; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

Representatives of the County of Solano and the Solano Probation Peace Officer Association have met and conferred in good faith regarding wages, hours and other terms and conditions of employment, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

The legal relationship between the Solano Probation Peace Officer Association (“Association”) and the County of Solano (“County”) is governed by the Meyers-Milias-Brown Act (California Government Code sections 3500, et. seq.), the County’s Employer-Employee Relations Rules and Regulations, the Civil Service Rules, and this Memorandum of Understanding. Whenever this Memorandum of Understanding contains a provision relating to the subject matter that is also referred to in the Civil Service Rules or any other county ordinance, policy or regulations, the provisions of this Memorandum of Understanding shall prevail.

The term “Agreement” as used herein means the written agreement provided for under Section 3505.1 of the Government Code.

#### **1. RECOGNITION**

- A. The County recognizes the Association as the recognized employee organization for:

##### **Unit #12, Probation Employees**

Classifications represented under this Agreement are identified in Appendix A.

- B. The Association recognizes the Director of Human Resources or his/her designee as the County’s designated representative for negotiations.

**2. TERM**

This Memorandum of Understanding shall be effective the later of November 5, 2019 or on the date it is adopted by the Board of Supervisors except for these provisions of this Memorandum of Understanding that have been assigned other effective dates and shall remain in full force and effect up to and including October 21, 2022.

**3. UNION SECURITY AND UNION RIGHTS**

**3.1 UNION DUES -**

- A. The parties to this Memorandum of Understanding mutually understand and agree all employees subject to this agreement have the right to join or not join the Association. Any Unit employee who has a dues deduction authorization on file with the Auditor Controller's Office as of June 27, 2018 shall be deemed to have signed up for union deductions.
- B. Employees may sign up for Payroll Deductions of Association dues with the Association. The Association will certify changes or new authorizations for dues deductions from members of the Association, in an electronic data file to be transmitted to the County's Auditor Controller's Office – Payroll Bureau. If employees opt for such deduction, it is understood that the dues will be deducted starting from the first day of the pay period following receipt of the certification and shall continue for the duration of this agreement, or until:
  - 1. the last day of the last pay period following the transfer, promotion, or demotion of the employee to a unit represented by another recognized employee organization or to a class not contained in a represented unit; or,
  - 2. the end of the pay period following notification from the Association to the County to cease deducting Association dues, or a later date as specified by the Association (to coincide with the end of a pay period).
- C. It shall be the sole responsibility of the Association to procure and enforce payroll deductions of dues.
- D. The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized.  
When an employee is in a non-pay status for an entire pay period, no withholding from future earnings will be made to cover the pay period. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Association dues.
- E. Payroll deductions shall not be retroactive.

- F. **PAYROLL DEDUCTIONS AND PAYOVER** - The County shall deduct Association dues from an employee's pay in conformity with State and County regulations. The County shall promptly pay over to the designated payee all sums so deducted.
1. The County will provide a list of employees newly hired into regular positions to the Association on at least a monthly basis.
  2. The County agrees to provide a payroll deduction for members to make a voluntary bi-weekly contribution to the Association's designated Legal Defense Fund.
  3. The County will provide information on employees name, department, unit, and classification on an annual basis.
- G. **PROGRAMMING FEE** - The Association shall reimburse the County for actual, reasonable, and necessary costs, if any occur, of reprogramming in order to implement this agreement. Such costs shall not exceed each Association's prorated share of such costs to be determined by dividing the total number of each Association's represented employees by the total number of County employees and by multiplying this quotient times the total cost.
- H. **HOLD HARMLESS** - The Association shall indemnify, defend, and hold harmless the County and its officers, employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Section. In no event shall the County be required to pay from its own funds Association dues, service fees or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.
- I. **Release Time** - The County will allow the elected Association president (or designee if the president is on vacation or otherwise unavailable) up to four (4) hours per pay period of paid time away from work to conduct Association business. The President (or designee) shall obtain permission from his/her immediate supervisor prior to leaving work, in accordance with departmental policy. Any expenses incurred by the President (or designee) shall be borne by the Association. Reasonable adjustment shall be made to the President's workload to accommodate the release time provided for Association business. In return, the President (or designee) will make every reasonable effort to provide his/her supervisor and department director with his/her release time needs seven (7) calendar days in advance.

The Association may designate a reasonable number of stewards to assist in resolving grievances. Employees designated as stewards may be relieved from their assigned duties by their supervisor to assist an employee to investigate and present a grievance provided the release time is scheduled for reasonable times



agreeable to all parties. The County shall provide eight (8) hours paid release time per year for newly appointed stewards and four (4) hours paid release time for all other stewards for the purpose of Association training in cooperative employer-employee relations techniques. Prior to the training, the Association shall provide to the Director of Human Resources or his/her designee an outline of training topics and the schedule of training dates.

The Association shall annually, in January, provide an updated list of stewards, if any have been appointed to the Director of Human Resources. The Association shall inform the Director of Human Resources, or designee, in writing of any additions or deletions of individual stewards within fourteen (14) calendar days of such a change.

The Association may directly reimburse the County for an employee's salary and benefits while the employee is on County approved leave of absence for Association related business. The Association shall indemnify and hold harmless the County for any County liability and/or loss under this paragraph.

I. Human Resources New Employee Orientation

1. A representative of the Recognized Employee Organization (Association) shall be permitted thirty (30) minutes to meet with employees of the bargaining unit at the beginning of the New Employee Orientation conducted by Human Resources (HR).
2. The County shall advise the employee organization of the dates and times at which the Association Representative can present to employees covered by their bargaining unit. Such notice shall be provided no later than ten (10) days before the scheduled orientation.
3. The Association Representative shall advise the County five (5) days prior to the scheduled HR New Employee Orientation if it will be meeting and presenting information to the employees. Failure to provide notice of its intent to present will result in the Association waiving its right to present at the meeting.
4. No later than two (2) days prior to any scheduled New Employee Orientation for which the Association has provided notice of its intention to present, the County shall provide a list to the Association that includes the names, job titles, and departments of all new employees within the bargaining unit who are expected to attend the orientation.
5. If the Association representative is not available to present at its designated time slot, the Association will be deemed to have waived its right to present at that meeting. No additional time or rescheduling will be afforded.

6. If multiple bargaining units attend HR's New Employee Orientation, each group will meet with employees of the bargaining group at the same time. Separate meeting rooms may be provided but are not guaranteed; however, groups will be divided into "break-out" sessions in the room and/or in close proximity to the room scheduled for new employee orientation.
7. The employees shall have the sole option to meet with the Association during this time or may take the time to review County policies or other materials as provided by the County associated with the new employee orientation.
8. The Association agrees to stay within its designated time period and will not cause a delay to the new employee orientation schedule. For example, if the Association representative is scheduled to present from 9:00a.m. – 9:30a.m., and s/he arrives at 9:20a.m., the Association representative shall have from 9:20a.m. – 9:30a.m. to present. If the Association representative arrives at 9:35, s/he will have waived their opportunity to present to the group. No additional time or rescheduling will be afforded.
9. The Association may provide copies of Association materials to employees within its bargaining unit during HR's New Employee Orientation. The Association is responsible for producing, copying, and distributing materials to employees. If the Association Representative confirms its attendance at the meeting, this provision shall relieve the County from any other provision requiring the County to distribute Association materials.
10. The Association may discuss only the following topics during the new employee orientation:
  - a. The structure of the Association
  - b. How to contact the Association and/or Association stewards
  - c. Association role in collective bargaining
  - d. Benefits of Association membership
11. The Association agrees to not disparage the County and/or its supervisors or management during this meeting.

#### **4. COUNTY MANAGEMENT RIGHTS**

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. The exclusive rights of the County also include, but are not limited to the right to direct its employees; to hire, promote, demote, transfer, assign, classify, layoff and retain employees in positions within the County; to take disciplinary action against its employees for proper cause; to determine the methods, means and personnel by which the County's operations are to be conducted; to determine its budget, organization, and merits, necessity and level of any activity or service provided to the public, and to take whatever action is necessary in emergency situations. The exercise of such rights shall not

preclude employees or their representatives from consulting in advance with management representatives about the practical consequences that decision on these matters may have on wages, hours, and other terms and conditions of employment.

## **5. SALARY AND OTHER COMPENSATION**

### **5.1 Salary Ranges**

Salary ranges for classifications represented by the Association are listed in Appendix B of this agreement. Employees shall be paid every other Friday.

### **5.2 Pay for New Employees**

Normally new employees shall be appointed at the recruiting step of the salary range in effect for the particular class of position to which the appointment is made.

The Department Head/appointing authority may authorize that a particular position be filled at step one, two or three following guidelines issues by the Department of Human Resources. Requests for appointments at step four or five must be approved by the director of Human Resources.

### **5.3 Salary Upon Re-Employment**

- A. A former employee, off probation at the time of separation, who is reemployed in the same class or in a lower class in the same series, within two (2) years, may upon the request of the head of the department in which they are being reemployed and approval of the Director of Human Resources or his/her designee, be appointed at some step higher than the recruiting step not to exceed one (1) step lower than the step they occupied at the time of their separation. Subsequent merit increases shall follow the normal time period progression between steps.
- B. An employee who voluntarily separates and:
  - 1. Is subsequently reemployed in the same department;
  - 2. Begins work within a period of not more than 180 calendar days from the last day he or she previously actually worked for the County;
  - 3. Completes a new probationary period; and
  - 4. Either did not withdraw from PERS or “bought-back” his/her County PERS service credits, shall, upon approval by the Director of Human Resources or his/her designee, have continuous service credited to him or her for purposes of vacation and longevity pay eligibility. Prior service restored shall not apply toward seniority for lay-off purposes, floating holidays, step raise eligibility, or any benefit other than vacation and longevity eligibility.

#### 5.4 Merit Increases within Range

- A. Merit increases shall not be automatic, but shall be given only upon the recommendation of the Department Head or designee.
- B. The merit increase eligibility dates for every employee hired or promoted into classifications in this unit on or after November 22, 2011, shall be the first day of the pay period following completion of 26 full pay periods.

After:	26 Pay Periods	26 Pay Periods	26 Pay Periods	26 Pay Periods
Salary RangeSteps:	2	3	4	5

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

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

- C. An employee in a regular part-time position shall be treated identically to the employee in the regular full-time position; except, that he/she shall be granted merit increases in the same proportion as the employee's hours of work relate to the hours of work of a regular full-time position.
- D. Advancement within a salary range is not automatic for merely completing a specific period of service but rather based on merit as documented on a performance evaluation form prescribed by the Director of Human Resources or his/her designee. The merit increase shall consist of one step on the salary schedule for the class. A performance evaluation must be submitted within six (6) pay periods following the employee's performance evaluation eligibility date. If the supervisor fails to render a performance evaluation within the specific timeframe, then the employee's overall performance shall be assumed to be satisfactory and the employee shall receive, if available, a salary step increase.
- E. In the event an employee receives an overall rating of either unacceptable or improvement needed on his/her evaluation, such employee must be re-evaluated no later than six (6) pay periods following the scheduled merit increase eligibility date. If the employee shows no improvement, the appointing authority will comment on

any action to be taken. Such evaluation shall be on forms and under procedures prescribed by the Director of Human Resources or his/her designee.

- F. If, in the Department Head's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date, and a deferment of a decision accompanied by an intensive effort at improved performance might be productive, the Department Head shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. A merit increase may be deferred only once for any given step for the class. The responsibility for reopening the matter by submitting another merit rating and recommendation shall lie with the Department Head. The employee must be re-evaluated six (6) pay periods following the scheduled merit increase eligibility date, but in any event, the merit increase must be granted or denied prior to the deferment date, supplemented by a structured merit rating, which has been discussed with the employee. The employee's merit increase eligibility date shall not be changed by such deferment.
- G. Should an employee's merit increase eligibility date be overlooked through an error, and upon discovery of the error, the employee is recommended for merit increase, the Auditor-Controller shall compensate the employee for the additional salary he/she would have received dating from the merit increase eligibility date.

#### 5.5 Salary Upon Promotion

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

#### 5.6 Salary Upon Transfer

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

#### 5.7 Salary Upon Demotion

- A. When a regular employee is demoted for reasons of unsatisfactory performance, the employee's salary shall be reduced one-step, or he/she shall receive the maximum step of the new class, whichever is lower. His/her merit increase eligibility date shall be the first day of the pay period following completion of the number of pay periods service which corresponds with the required period of service as is governed by this Memorandum of Understanding.

- B. When a regular employee in good standing is demoted as an accommodation for ADA purposes or reasons other than unsatisfactory performance he/she shall receive the highest salary in the new classification that does not exceed his/her rate of pay immediately prior to demotion. The merit increase eligibility date to which he/she was entitled prior to demotion shall be retained.
- C. When a probationary employee is demoted to a class not previously occupied by the employee, he/she shall receive the recruiting salary for the lower class and shall receive a new merit increase eligibility date as provided by the provisions of this Memorandum of Understanding. A promotional probationary employee demoted to a class formerly occupied in good standing shall retain the step status, probationary status and merit increase eligibility date that would have been achieved if he/she would have remained in the lower class.

#### 5.8 Reserved (Not Currently Used)

#### 5.9 Longevity Compensation

- A. All employees employed in regular or limited-term full-time positions, upon the completion of ten (10) years continuous full-time service, shall be entitled to a two and one-half percent (2.5%) increase in compensation; additionally, employees who complete twenty (20) years of continuous full-time service, shall be entitled to an additional two and one-half percent (2.5%) increase in compensation ( a total of 5%) additionally, after twenty-five (25) years of continuous full-time service, an additional two and a half (2.5%) percent increase in compensation ( a total of 7.5%) additionally, employees who complete (30) years of continuous full-time service, shall be entitled to an additional two and one-half (2.5%) percent increase in compensation ( a total of 10%) additionally effective the beginning of the pay period following Board of Supervisors adoption of this MOU, employees who complete (35) years of continuous full-time service shall be entitled to an additional two and one-half (2.5%) percent increase in compensation (a total of 12.5%) over the rate for the class in which employed.
- B. All employees employed in regular or limited-term part-time positions, shall be entitled to longevity compensation in the same ratio to the longevity compensation received by employees in regular or limited-term full-time positions as the number of hours in the part-time work schedule is to the number of hours in the full-time work schedule.
- C. Upon qualifying for longevity increase, any further pay increase shall be in the addition thereto, and not restricted or reduced by reason of the longevity increase.

#### 5.10 Working Out of Class

- A. It is the intent of this article to provide appropriate compensation to employees working out-of-class from the beginning of the third pay period of such assignment and continuing for the duration of such assignment.

A working out-of-class assignment occurs when an employee receives a formal, written assignment by a department head to perform the majority of the work characteristics of a higher paying classification.

- B. With prior approval from the Director of Human Resources or his/her designee, a Department Head may assign an employee the duties of another position in a higher classification when the following requirements are met:

1. The vacant position is specifically allocated to the department.
2. The assignment will require the duties of the position to be performed by the individual for a period of not less than two (2) pay periods.
3. The employee meets the minimum qualifications identified in the job description of the classification being assigned. In the event no employee is identified for the work out of class assignment who meets the minimum qualification of the position, the Department Head may request the approval of a written waiver of this requirement from the Human Resources Director.

Such temporary assignment shall not be considered a promotion. That individual shall receive the recruiting salary for the class or such higher amount as would constitute at least a one (1) step increase on the grade over the salary received prior to the assignment not to exceed the top step of the new grade.

- C. If the employee is eligible for a merit increase in the class occupied prior to the temporary assignment, such employee will be eligible for a rate increase on the temporary assignment class grade provided, however, such increase in the prior class would result in more than the rate being earned on temporary assignment.

- D. Employee Process to Request Working Out of Class Pay

1. **Informal Steps**

- a. An employee who believes he/she is working out of class must raise it with the Department Head in writing, specifying the duties/assignments that he/she believes are outside of their current classification.



- b. The Department Head (or designee) will respond in writing to the employee within ten working days of receiving the written notice from the employee.
- c. If the Department Head does not respond or the matter is not resolved to the employee's satisfaction, the Association may send a letter to the Department Head with the specifics of the situation (a copy to be sent to the HR Department). Such letter must be submitted within ten working days of the Department's response in step two above.
- d. The Department Head may meet with the employee/Association, as necessary and will respond in writing to the Association's letter within ten working days.
- e. If the Department Head does not respond or the matter is not resolved to the employee's satisfaction, the Association will submit a letter to Human Resources within ten working days of the response from the Department Head.

**2. Formal Steps**

- a. Within fifteen working days of receiving the letter from the Association, HR will investigate the claim (meet with Department, employee, Association as necessary) and make a determination, which will be final and NOT subject to the grievance procedure.
- b. Should the Department of Human Resources determine that the employee should receive WOC pay, then such pay shall be retroactive to the beginning of the third pay period following the date the employee originally commenced the assignment or to sixty days from when the employee notified the department in step one above, whichever is later. Under no circumstance will any retroactive adjustment be made for a period of more than sixty calendar days.
- c. Time frames set forth above may be extended by mutual agreement of the parties.

**5.11 Changes in Salary Allocation**

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

## 5.12 Overpayment / Underpayment

- A. This provision applies when the Auditor-Controller determines that an error has been made to either the employee's earnings, taxes, deductions or accrued leaves. In such cases, the County, for purposes of future compensation, shall adjust such earnings, taxes, deductions, or accrued leaves to the correct rate. The Auditor shall give written notice to the employee of the error, which shall include the option to meet with the Auditor to discuss the over/underpayment. The employee may be accompanied by an Association representative to any such meeting. As used in this section:
1. "Earnings" means the biweekly rate of pay including additional pays, differentials, and overtime.
  2. "Taxes" means payment of Social Security, Medicare or State Disability taxes; excluding federal and state withholding taxes.
  3. "Deductions" means employee paid deductions, including but not limited to medical premiums and retirement deductions; excluding voluntary deductions (such as deferred compensation) and Association deductions.
  4. "Accrued Leave" means vacation, sick leave, compensatory time off and all other types of authorized leave with pay.
  5. "Overpayment" means any compensation or accrued leave that has been overpaid or over-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
  6. "Underpayment" means any compensation or accrued leave that has been underpaid or under-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
- B. In the case of an overpayment of earnings or under withheld taxes or deductions, the employee shall reimburse the County. The employee has the following options for reimbursement:
1. Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.
  2. Full payment by personal check, money order, or cashier's check if total amount of reimbursement exceeds biweekly earnings.
  3. For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
  4. An alternate method mutually agreed upon by the employee and the Auditor-Controller.
- C. In the case of a leave accrual error which results in an overpayment, reimbursement may be made through one (1) of the following methods as mutually agreed to by the employee and the Auditor-Controller:

1. Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.
  2. Full payment by personal check, money order, or cashier's check if total amount of reimbursement exceeds biweekly earnings.
  3. Installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
  4. An alternate method mutually agreed upon by the employee and the Auditor-Controller.
- D. In the case of a leave accrual error, which results in an incorrect accrued leave balance, a one-time adjustment will be processed through payroll.
- E. In the case of an underpayment, the County will pay the employee a one-time adjustment through payroll unless the employee and the Auditor-Controller agree to an alternate method.
- F. An employee whose employment terminates prior to any reimbursements or adjustments being fully completed or satisfied; shall have the remaining balance withheld from any final compensation due to the employee, providing the final compensation is sufficient to provide for full reimbursement or adjustment. If the employee's final compensation is not sufficient to provide for full reimbursement or adjustment, the County retains the right to exercise other legal means to recover the remaining amount owed.
- G. Any amount of overpayment for a period earlier than three (3) years prior to the date of the Auditor's initial written notice to the employee shall be deemed waived and not reimbursable.
- H. The provisions of this section do not apply to grievance disputes which contend that the County has underpaid by misapplying or incorrectly interpreting the terms of this or any previous agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended, or otherwise modified by the provisions of this section. Nor shall the relief available through the grievance procedure be enlarged by or as a result of the provisions of this section.
- I. The provisions of this section apply only to errors involving earnings, taxes, deductions, and accrued leave. No provision of this section shall preclude the correction or recovery of past errors (overpayments or other losses) which were the result of other matters.
- J. Any disagreement concerning actions taken under this sub-section may be filed at step 3 of the grievance procedure as a compensation grievance. Participation in the process outlined above, including making options as to methods of repayment, shall not preclude the employee from pursuing a grievance regarding the overpayment.

## **6. BENEFITS**

### **6.1 Medical Insurance**

Regular and limited term employees have the option of becoming members of the Public Employees' Medical and Hospital Care Act ("PEMHCA" or "PERS Health") insurance program. The County's monthly contribution to provide health insurance benefits for the individual employee and the employee's eligible dependents shall be adjusted in accordance with the Minimum Employer Contribution ("MEC") established by PEMCHA.

### **6.2 Retiree Medical Insurance**

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

### **6.3 Cafeteria Plan**

- A. Effective for coverage beginning January 1, 2019, the County's contribution toward the cafeteria plan shall be set at seventy-five percent (75%) of the 2019 PEMHCA Bay Area Kaiser Permanente family rate minus the PEMHCA MEC.

Effective with the coverage effective January 1, 2020, the County's contribution toward the health plan, as historically administered, shall be set at seventy-five percent (75%) of the 2020 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

Effective with the coverage effective January 1, 2021, the County's contribution toward the health plan, as historically administered, shall be set at seventy-five percent (75%) of the 2021 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

Effective with the coverage effective January 1, 2022, the County's contribution toward the health plan, as historically administered, shall be set at seventy-five percent (75%) of the 2022 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

- B. An employee may use the County's contribution to the cafeteria plan toward the medical insurance plan for which s/he 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 three hundred thirty-four and fifty-eight cents (\$334.58) per month.

- C. An employee who waives health insurance because the employee demonstrates to the County that s/he has alternate health insurance coverage shall receive \$500.00 per month minus the PEMHCA MEC.
- D. 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.
- E. Additionally, beginning the first pay period following adoption of the 2017 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 shall sunset at the end of the pay period which includes October 21, 2022.
- F. 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 to the employee’s Health Flexible Spending Account (“HFSA”). 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 his or her HFSA at the end of the plan year or at the end of the grace period, if any, allowed under the County Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his or her HFSA to obtain reimbursement for otherwise unreimbursed eligible medical expenses.
- G. During the 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 Assistant Plan (“DCAP”) account. The employee’s election is irrevocable until the next open enrollment period, except on occurrence of a qualifying event specified in the County’s Plan Document. The employee may request reimbursement of qualifying dependent care expenses from his or her DCAP Account. The employee will forfeit all unused funds remaining in his or her DCAP account at the end of the plan year or at the end of the grace period, if any, allowed under the County Plan Document, whichever is later.

#### 6.4 Dental Insurance

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

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

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

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

#### 6.5 Vision Insurance

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

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

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

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

#### 6.6 Life Insurance

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

The basic life insurance policy and the accidental death and dismemberment insurance policy are each valued at one times the employee's annualized monthly wage valued up to the next thousand dollars (e.g., if annualized wage equals \$21,100 then life insurance policy is valued at \$22,000) to a maximum policy of fifty thousand dollars (\$50,000). An employee may purchase supplemental life insurance under costs, terms and conditions specified by the insurance plan provider.

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

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

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

#### 6.7 Deferred Compensation Program

A Deferred Compensation Program as established by the Board of Supervisors is available to all employees employed in regular or limited-term positions. Such programs are hereby incorporated by reference. To encourage County employee participation in the deferred compensation program, the County will contribute a dollar for dollar match up to a maximum of five dollars (\$5) a pay period to the deferred compensation account of any County employee who is actively enrolled in the deferred compensation program.

#### 6.8 Short Term Disability Insurance

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

The County participates in the State Disability Insurance Program (SDI) for employees represented by this bargaining unit, and employees shall have deducted from their paychecks the cost of the State Disability Insurance Program.

- A. In the event of a disability that is non-industrial or where industrial causation has yet to be determined, or for time taken to care for a seriously ill family member, or to bond with a new child, employees shall make timely application for SDI benefits.



- B. The County will continue to pay the employer share of the monthly premiums for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving SDI for the period of time that he/she has and utilizes leave accruals to fully integrate or for the period of time he/she is on approved FMLA or CFRA leave, whichever period is longer.
- C. An employee who exhausts his/her ability to fully integrate accrued leave with SDI shall be eligible to apply for donated leave per the County policy. The integration of such donated leave would enable the employee to continue to receive the employer share of the monthly premium for County medical, vision, dental and life insurance coverage.
- D. Employees receiving SDI benefits will only accrue sick or vacation leave, in accordance with Sections 9.1, Vacation, and 10, Sick Leave, respectively, in any pay period in which the employee has sufficient leave accruals to achieve 100% integration with SDI using his/her own leave accruals. Employees integrating donated leave hours with SDI will not accrue sick or annual leave.
- E. SDI benefits shall be integrated with accrued County leave as follows:
  - 1. Employees must promptly inform departmental payroll clerks of their SDI benefit amount and provide documentation of receipt for which he/she is eligible. SDI integration is not retroactive beyond one pay period.
  - 2. Employees' pay, including leave accruals and or SDI benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay, bilingual differential, and longevity compensation as applicable. Employees must integrate all required leave to equal 100% of their full time equivalent position.
  - 3. Upon exhaustion of sick leave, other accumulated leave may be integrated with the weekly or SDI benefits.

#### 6.9 Long Term Disability Insurance

Employees represented by this bargaining unit do not participate in any County-sponsored long-term disability insurance program.

#### 6.10 Retirement

- A. PERS Contract.



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

B. PEPRA Tier.

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

C. PEPRA Basic Retirement Formula.

For Safety Peace Officer (safety light) employees required by law to participate in the PEPRA tier, the PEPRA established a pension formula of 2% of pensionable compensation for each qualifying year of service at the normal retirement age of fifty-seven (57) years. For purposes of this formula, PERS will calculate an eligible retiree's pension based on the average annual pensionable compensation earned by the member during the thirty-six (36) consecutive month period immediately preceding retirement (or date of last separation from service if prior to retirement) or any other period of thirty-six (36) consecutive months during the member's applicable service that the member designates.

D. Disputes Over PEPRA.

If an employee or the Association disputes the manner in which the County applies the PEPRA Tier to a bargaining unit member, neither the Association nor employee may submit the matter as a grievance under the Grievance Procedure set forth in section below. If any term of this MOU conflicts with the PEPRA or any amendment thereto, the PEPRA or such amendment will prevail.

E. Pre-PEPRA Tier 1.

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

F. Pre-PEPRA Tier 2

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

G. Employee Payment of PERS Member Contributions.

1. PEPRA Member Contributions.

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

2. Non-PEPRA Member Contribution.

Employees subject to the Pre-PEPRA formulas described in paragraphs **6.10.E and 6.10.F** above will, contribute in full the applicable PERS member contribution by payroll deduction.

3. Employee Payment For Pre-PEPRA Formula Enhancement.

The County amended its contract with PERS to provide for the above-referenced 2% @ 50 retirement formula. The cost of this benefit was established by PERS. The Parties agreed that such cost would be the responsibility of the employees. The county agreed to allow the employees to pay for that plan enhancement by payroll deduction with the cost amortized over twenty (20) years. That payment will continue to take the form of a percentage deduction made from the paycheck of each employee in the Plan, until the above established cost has been recovered. Each year, (January) the County will calculate the amount due for the subsequent calendar year, based on the formula presented during negotiations (see Appendix C).

4. Pre-Tax Treatment PERS Member Contributions.

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

H. Employer Cost Sharing

Effective upon Union ratification and Board approval of the Memorandum of Understanding, the parties agree that employees shall share in the PERS employer rate increases for employer rate costs between 16%-18% as an additional employee deduction; however, the maximum employee contribution shall not exceed one-half of one percent (.5%) through and including September 27, 2014.

Effective September 28, 2014, the parties agree to equally share in PERS employer rate increases for employer rate costs between 16%-18%. The maximum employee contribution shall not exceed one percent (1%).

### 6.11 Social Security and Medicare

Employees represented by this bargaining unit who participate in the safety PERS plan do not have coverage under the federal Social Security system.

All employees represented by this bargaining unit participate in the Medicare Program. The Medicare Program requires contributions by both the employee and the employer in accordance with schedules provided by the federal government.

### 6.12 Education Reimbursement

#### A. OBJECTIVE

The Tuition Reimbursement Program is designed to encourage employees to continue their self-development by enrolling in educational courses that 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 with Federal funds. Employees are not eligible for reimbursement if their educational costs are being defrayed by another agency such as the U.S. Department of Veterans Affairs, , the California Department of Veteran’s 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 40 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, that 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 that 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 taken from accredited institutions, either online or at a local institution.
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 the employee was deemed to have when appointed.
  - c. Duplicate in-service training that is available.
  - d. Duplicate training the employee has already had.
7. Conventions, workshops, institutes, etc., are not included in the Tuition Reimbursement Program. An exception may be made for conferences, institutes or workshops when these events provided the employee with continuing education units (CEUs) required by the County for the employee to attain or maintain a certification or license which is required by the county for the employee's position. Attendance at such an event and the eligibility for inclusion under this Tuition reimbursement provision must be approved by the Department Head in advance.
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 involved.
10. Reimbursement shall be made only upon presentation of evidence of payment for and successful completion of courses (as evidenced by a passing grade) and a "Meets" current performance evaluation.

Reimbursement is made for the fiscal year in which the course is completed and documentation must be presented to the Department of Human Resources within (90) days after 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.
  - b. The maximum reimbursement that may be received by an employee in one fiscal year shall be one-thousand one-hundred (\$1,100.00) dollars. Effective July 1, 2020, the maximum reimbursement that may be received by an employee in one fiscal year shall be two thousand dollars (\$2,000).
  - c. An employee shall be reimbursed for expenses totaling five dollars (\$5.00) or more for a single course. Expenses less than five dollars (\$5.00) for a single course are not reimbursable.
  - d. No employee shall be reimbursed for non-resident fees above the normal resident fees.

E. PROCEDURE FOR TUITION REIMBURSEMENT

1. No later than 90 days before the deadline to enroll in a course or institution, the employee shall submit his/her request to their Department Head who shall within 30 days either recommend approval of the request or deny it, based on the criteria set forth in this policy. If the Department Head recommends approval, he/she shall forward the application to the Director of Human Resources or his/her designee.
2. The employee shall apply for Tuition Reimbursement through such supervisory channels as are designated by the head of his/her department, on forms provided by the Director of Human Resources or his/her designee.
3. An employee may appeal denial of the request by the Department Head to the Director of Human Resources or his/her designee and the Director of Human Resources or his/her designee's 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 Director Human Resources or his/her designee. 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, in addition, either present information attained at the course, or review course materials with department representatives and employees.

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 (excluding layoff), will result in the forfeiture of any tuition reimbursement payments received less than one (1) year prior to separation. In such situation, the Association 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.

**6.13 PERSONAL EFFECTS DAMAGE REIMBURSEMENT**

If, in the line of duty, an employee's personal effects, as defined below, are damaged or ruined, and the employee is ineligible to use existing insurance or Workers Compensation (per Labor Code Section 3208) to repair or replace the item, the employee will be reimbursed for repair or replacement of such personal effects.

To qualify for reimbursement, the employee must file a request to include a complete report detailing the events that caused the damage, citing witnesses, if any, and presenting the physical evidence of damage to the immediate supervisor. Such a report must be submitted as soon as possible after the damage occurs and no later than the end of the assigned shift on which the damage occurs. The immediate supervisor will survey the damaged property; review the report; and make a recommendation to the Director of Probation on whether or not reimbursement is to be made. The final decision will be made at the sole discretion of the Director of Probation, as appropriate.

<b><u>Reimbursable Items</u></b>	<b><u>Maximum Amount</u></b>
Wrist Watch	\$75.00
Prescription Lenses	\$50.00 per lens
Prescription Glasses Frames	\$250.00
Hearing Aid	\$300.00
Dentures	\$240.00/plate

In no event will an employee be reimbursed if the damage is determined to have been caused by the employee's negligence.

To obtain reimbursement once eligibility has been established, the employee must submit a copy of the paid bill for repair or replacement of at the time within 15 working days after submission of the request for reimbursement. The bill must clearly indicate it has been paid and must be dated. The date must be within the calendar dates between the date of the request for reimbursement and the date of the 15<sup>th</sup> working day.

#### 6.14 Limited Extra Help Benefits

- A. Extra help employees, who were certified and appointed from an appropriate eligible list and who are subsequently requisitioned and appointed into a vacant regular full-time, part-time or limited term County position in the same classification and department as their extra-help position, shall be granted limited retroactive benefits subject to the approval of the Director of Human Resources or his/her designee. Eligible employees are those who are currently in the payroll system. They may receive up to one (1) year credit towards:
  - 1. Placement on the schedule for vacation accrual
  - 2. Merit increases as provided in Section 5 of this MOU
  - 3. Seniority for purpose of layoff
- B. Any leave accrual and service time credits will be calculated on a prorated basis, based on the number of hours the employee worked in the prior 24 months, and requests for credit must be made within 6 months of appointment into the regular position.
- C. The merit increase step-up eligibility date shall reflect the time worked while in an extra help status.

#### 6.15 Uniforms

##### **A. UNIFORMS AND PROTECTIVE ATTIRE PROVIDED**

Upon hire, the Department will provide all Group Counselor classification series employees with six (6) uniform “polo-type” shirts. The subsequent replacement of such shirts shall be administered as follows. In order to secure replacement shirt(s), an employee must bring the worn out or damaged shirt to the Department in order to exchange it for a new one. The Department will provide an employee no more than five (5) replacement shirts in a Fiscal Year. Any additional replacement shirts must be purchased by the employee.

##### **1. Uniforms/Protective Attire**

- a. Upon hire, employees in the Group Counselor series will be issued uniform/equipment consisting of:

One (1) duty belt

One (1) large handcuff key  
One (1) pair handcuffs  
911 Tool  
Wallet badge (upon completion of PC 832 requirements)  
Personal Body Armor for employees assigned to Transportation  
Universal Body Armor available for use by employees while acting in the capacity of a transportation officer.

- b. When assigned to the Probation Enforcement Search Team (PEST) or to a field assignment, the Deputy Probation Officer/Field Group Counselor series will be issued uniform/equipment consisting of:

One (1) pair of handcuffs  
One (1) large handcuff key  
One (1) portable radio  
One (1) hand mike  
One (1) ear piece

- c. Upon request to the immediate supervisor, employee will be issued the following:

One (1) duty belt with handcuff case  
One (1) key holder  
One (1) phone holder  
One (1) flashlight holder  
One (1) glove holder  
One (1) pepper spray holder  
One (1) flashlight  
One (1) ballistic vest (mandatory for PEST)  
One (1) field badge or One (1) wallet badge (upon completion of PC 832 requirements)  
One (1) can OC spray

**2. Conditions**

- a. Attire will be replaced when damaged or otherwise unsuitable for use in public on an as-needed basis as determined by the County.
- b. The County will provide suitable identification to be affixed to the uniforms by the employee.
- B. The County agrees to provide such safety equipment and protective clothing as is required to conform with this Section.



## **7. SAFETY AND WORKERS' COMPENSATION**

### **7.1 Safety**

The County shall expend every effort to see to it that the work performed under the terms and conditions of this Memorandum of Understanding is performed with a maximum degree of safety consistent with the requirements to conduct efficient operations.

The County agrees to provide such safety

### **7.2 Workers' Compensation**

- A. In accordance with the California Labor Code, the County provides all statutory Workers' Compensation benefits for County Employees who sustain work-related injuries or illnesses. Pursuant to Labor Code § 3700 et seq., the County is self-insured for workers' compensation at no cost to the employee.
- B. In lieu of the statutory three (3) day waiting period for temporary disability payments pursuant to Labor Code § 4652, whenever an employee is compelled by direction of a physician to be absent from duty due to an injury or illness determined to be work-related by the County, the employee shall receive full compensation for his/her scheduled work days and paid holidays falling during the first three (3) days of such absence. Thereafter accrued leave shall be integrated with Worker' Compensation temporary disability benefits pursuant to Section H, below.
- C. In the event that the County is unable to determine if the injury or illness is work-related, the employee shall use sick leave and upon exhaustion of sick leave may utilize any other accumulated leave benefits. Once the injury or illness is determined to be work-related, leave benefits will be restored in accordance with section B, above. Thereafter, accrued leave shall be integrated with Workers' Compensation temporary disability benefits pursuant to Section H, below.
- D. The County will continue to pay the employer share of the monthly premiums for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving Workers' Compensation. For the period of time that he/she has and utilizes leave accruals to fully integrate, or for the period of time he/she is on approved FMLA leave, whichever is longer.
- E. Sick and annual leave shall accrue during any pay period in which the employee is eligible to receive Workers' Compensation temporary disability benefits.
- F. Service credit as provided in this Memorandum of Understanding or in the Personnel and Salary Resolution toward longevity compensation, seniority, and step increase eligibility shall not be affected by any pay period during which an employee received both County paid leave and temporary disability benefits from Workers' Compensation.

- G. An employee who has returned to work following a work-related injury or illness will be allowed up to two (2) hours paid County time-off per appointment or visit to attend repeat medical appointments or follow-up visits related to his/her approved workers' compensation claim. Such appointment(s) should be schedule during the employees off duty hours whenever possible. County time-off may be used during the first one hundred eighty (180) days following the initial return to work date after the work-related injury or illness. After the one-hundred eighty (180) calendar days, sick leave or other accrued leave time must be used.
- H. Workers' compensation temporary disability benefits shall be integrated with accrued County leave as follows:
1. Employees must promptly inform departmental payroll clerks of their workers' compensation temporary disability benefits amount and provide documentation of receipt for which he/she is eligible.
  2. Employees' pay, including leave accruals and workers' compensation temporary disability benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay, bilingual differential, and longevity compensation as applicable. Employees must integrate all required leave to equal 100% of their full time equivalent position.
  3. Upon exhaustion of sick leave, other accumulated leave may be integrated with the weekly Workers' Compensation temporary disability or disability benefits, at the employees' discretion.
- I. TEMPORARY LIGHT DUTY ASSIGNMENT FOR INJURED EMPLOYEES
1. If an assignment exists which the Department Head, in conjunction with the Director of Human Resources or his/her designee, deems may be filled on a temporary basis, first consideration shall be given to those industrially disabled employees within the department:
    - a. Whose authorized treating physician has indicated in writing that the employee is able to perform the duties of the temporary assignment; and
    - b. Who has the capability and qualifications to perform the temporary assignment.
  2. The remuneration will be the employee's regular salary.
  3. The employee's Department Head will determine the assignment and its duration, but the employee shall return to his/her normal job as soon as

released by his/her treating physician or is no longer temporarily disabled. Light duty is available for a maximum of eighteen (18) weeks. Department Heads may extend light duty assignments, which are a result of a work related injury, beyond 18 weeks, on a case by case basis.

4. If there is more than one industrially disabled employee eligible for a light duty assignment, first consideration shall be given to the employee with the most pertinent qualifications, skills, and abilities who has been off work the longest period of time without pay.

### 7.3 State Disability Insurance and Temporary Light Duty Assignment for Injured Employees

- A. In the event of a disability which is non-industrial or where industrial causation has yet to be determined, employees shall make timely application for State Disability Insurance temporary disability benefits.
- B. The County will continue to pay the employer share of the monthly premiums for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving State Disability Insurance for the period of time that he/she has and utilizes leave accruals to fully integrate or for the period of time he/she is on approved FMLA leave, whichever period is longer.
- C. An employee who exhausts his/her ability to fully integrate accrued leave with SDI shall be eligible to apply for donated leave per the County policy. The integration of such donated leave would enable the employee to continue to receive the employer share of the monthly premium for County medical, vision, dental and life insurance coverage.
- D. Employees receiving State Disability Insurance benefits will only accrue sick or annual leave in any pay period in which he/she has sufficient leave accruals to achieve 100% integration with SDI using his/her own leave accruals. Employees integrating donated leave hours with SDI will not accrue sick or annual leave.
- E. State Disability Insurance temporary disability benefits shall be integrated with accrued County leave as follows:
  1. Employees must promptly inform departmental payroll clerks of their State Disability benefit amount and provide documentation of receipt for which he/she is eligible. State Disability integration is not retroactive beyond one pay period.
  2. Employees' pay, including leave accruals and or State Disability Insurance temporary disability benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay, bilingual differential, and longevity compensation as applicable. Employees must integrate all required leave to equal 100% of their full time equivalent position.

3. Upon exhaustion of sick leave, other accumulated leave may be integrated with the weekly or State Disability Insurance temporary disability benefits.

**F. TEMPORARY LIGHT DUTY ASSIGNMENT FOR INJURED EMPLOYEES**

1. If an assignment exists which the Department Head, in conjunction with the Director of Human Resources or his/her designee, deems may be filled on a temporary basis.
2. Non-industrial disabled employees will be given consideration in accordance with the criteria listed in Section 7.

**8. INCENTIVES AND DIFFERENTIALS**

**8.1 Bilingual Pay Differential**

**A. Eligibility**

1. Any bilingual person who has been assigned duties involving regular and frequent use of bilingual skills, shall be eligible to receive the additional compensation.
2. Regular and frequent use shall mean using the skill on the average of once per workday and/or fifty percent (50%) of the time. However, exceptions can be made at the discretion of the Department Head and concurrence of the Director of Human Resources or his/her designee for unique circumstances.
3. Any bilingual employee who has been assigned duties involving the use of bilingual skills (e.g., interpreter) may be eligible to receive the additional compensation provided in this Section.
4. The provisions of this Section shall be limited to permanent, probationary or limited-term full-time or part-time employees who are filling at least 50% of an allocated position. Eligible part-time employees will be reimbursed in proportion to the percentage of the time worked.
5. The compensable second languages shall be limited to those required in the delivery of public services to the various target groups within the County (e.g., Spanish, Tagalog).

**B. Bilingual Differential Allowance**

1. Designated employees shall be eligible to receive additional compensation at the rate of \$65.00 per pay period (approximately \$1690.00 per year).

2. Such compensation shall be effective the first day of the payroll period following certification by the Human Resources Department that the employee is eligible to receive the bilingual differential.

**C. Termination of Compensation**

The bilingual differential allowance shall cease when any of the following occurs:

1. The employee terminates his/her employment with the County.
2. The employee is released from County employment.
3. The position is determined to no longer require bilingual skill.
4. The employee is assigned to a position not requiring the bilingual ability.
5. An employee who is on leave of absence without pay during a pay period shall receive the bilingual differential in proportion to the relationship the time worked during that pay period bears to eighty (80) hours.

**D. Procedures for Requesting the Bilingual Differential Allowance**

1. Recommendations for bilingual appointments shall be submitted by the Department Head to the Human Resources Department and shall include:
  - a. Name and class of each employee recommended for duties requiring bilingual skills.
  - b. A description of the bilingual duties to be performed by each employee in sufficient detail to indicate second language to be utilized, purpose, nature, and frequency of use.
  - c. Location of assignment.
2. An employee may appeal the recommendation of the Department Head to the Director of Human Resources or his/her designee who shall approve or deny the request. The Director of Human Resources or his/her designee's decision may be appealed to the Civil Service Commission.
3. The Director of Human Resources or his/her designee shall evaluate the recommendation and approve or deny the request.
3. A Department Head may appeal denial of the request by the Director of Human Resources or his/her designee to the Civil Service Commission, which shall make a final decision to approve or deny the request.

## 8.2 Shift Differential

- A. Any employee, who works an assigned swing or graveyard shift, shall, in addition to his or her regular salary, be paid a shift differential for each swing or graveyard shift actually worked.
- B. For purposes of this Section a swing shift is defined as a work shift of eight (8) consecutive hours or more which includes at least four (4) hours of work between the hours of 5:00 p.m. and prior to 10:00 p.m. Graveyard shift is defined as a work shift of eight (8) consecutive hours or more which includes at least four (4) hours or more of work between the hours of 10:00 p.m. and prior to 5:00 a.m. Overtime which is worked as an extension of an assigned day or swing shift shall not qualify an employee for night shift differential.
  - 1. An employee, who works a swing shift as defined above, shall receive six percent (6%) per hour above the employee's hourly rate for each hour actually worked on a swing shift.
  - 2. An employee who works an assigned graveyard shift as defined above shall receive seven and one quarter percent (7.25%) per hour above the employee's hourly rate for each hour actually worked on a graveyard shift.

## 8.3 Standby and Call Back Pay Differential

### **1. Standby**

Standby is any time other than time when the employee is actually on duty during which an employee is not required to be on County premises but stand ready to immediately report for duty and must arrange so that his/her supervisor can reach him/her on ten (10) minutes' notice or less.

If an employee is placed on standby duty, such employee shall be compensated for the time spent on assigned standby at four dollars (\$4.00) per hour. If such standby is spent on weekends or holidays, the employee shall be compensated at five dollars (\$5.00) per hour. No employee shall be compensated for standby duty and call back work simultaneously. Classes used as standby and call back must be approved by the County Administrator both as to authorized classes and authorized numbers.

### **2. Call Back**

An employee who is called back to work for an emergency or other unplanned and unscheduled event, after having physically left the worksite following the termination of their normal work day, shall be paid for call back duty at his/her applicable straight time hourly rate with a guaranteed payment equivalent to three (3) hours straight time pay when the call back time worked is less than three (3)

hours. Work beyond three hours shall be subject to the provisions of Section 20 – OVERTIME AND CALL DUTY.

Travel time to and from the work site shall not be considered time worked. If an employee has physically left home and received a call canceling a call back, the three (3) hour minimum shall apply.

Time spent by the employee on the phone responding to questions or issues in the workplace, will be compensated for at the applicable rate of pay, but such time is not considered call back and is not subject to the minimums provided above.

3. No employee shall be entitled to receive standby pay and call back pay for the same time period.

#### 8.4 Certified Trainer Pay Differential

Employees designated by the Director of Probation to provide training certified by the Board of State and Community Corrections (BSCC) to Probation Department staff shall receive a one-time \$50.00 stipend after designation and upon the completion of a minimum of one training. This provision shall apply to employees who have currently been designated (as of the date the 2017-2019 collective bargaining agreement is/was ratified) and have provided such certified training as well as those who are designated and provide the certified training in the future.

#### 8.5 Lead Officer Differential

Any Group Counselor (Journey) designated in writing by the Superintendent of Juvenile Hall (or his/her designee) as a “lead officer” to ensure Title 15 coverage requirements on a shift at the Juvenile Detention Facility shall receive an additional five percent (5%) of base pay for all hours worked on that shift.

### 9. LEAVES AND AUTHORIZED TIME OFF

#### 9.1 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:

<b>Pay Periods of Earnable Continuous Service</b>	<b>Per Pay Period of Continuous Service</b>	<b>Maximum Earnable Vacation Accrual</b>
0 through 78 pay periods	3.08 hours	160 hours
79 through 260 pay periods	4.62 hours	240 hours
Over 260 pay periods	6.16 hours	320 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.

2. Every employee in a part-time regular or limited-term position shall receive vacation benefits and maximum earnable vacation accrual in the same ratio to the vacation benefits received by an employee in a full-time regular or limited-term position with like pay periods of consecutive service, as the number of hours in the part-time work schedule is to the number of hours in the full-time work schedule. The number of hours of entitlement for Vacation days earned while employed as a full-time employee shall not be reduced by virtue of an employee's status being changed to part-time after such entitlement were earned as a full-time employee.
3. Absence without pay for more than sixteen (16) working hours in a pay period shall cause the pay period's service not to be counted toward earning vacation credit.
4. Vacation time taken shall not be counted as time worked for purposes of overtime computation.
5. Employees who are terminating their employment for reasons other than paid County retirement shall not use annual leave or comp time as their termination date (e.g., requesting annual leave or comp time to begin 3-7 and the actual termination date to be 3-13, etc.).
6. Employees do not become eligible to take their earned vacation until they have completed thirteen (13) pay periods of continuous service, which service includes successful completion of the probation period and the acquisition of status of a permanent or limited-term non-probationary employee. Employees in classes having a twenty-six (26) pay period probationary period will become eligible to take their earned vacation after completing thirteen (13) pay periods of continuous service. After completion of thirteen (13) pay periods of continuous service, employees then become eligible to take vacation as it is earned.



7. Each Department Head shall be responsible for scheduling the vacations of his/her employees in such a manner as to achieve the most efficient functioning of the department and of the County service. Each Department Head may establish procedures for scheduling vacations. Within the vacation scheduling procedures of each department, Countywide seniority will be used to break any tie between or among employees. Within the Juvenile Detention facility, seniority by classification will be used for vacation selection for Memorial Day, Thanksgiving, and Christmas Day. No person shall be permitted to work for compensation for the County in any capacity during the time of his/her paid vacation from County service.
8. Any person separating from County service who has not taken his/her earned vacation, if any, shall receive the hourly equivalent of his/her salary for each hour of earned vacation, up to the end of the last full pay period worked, based on the pay rate in effect for each person on the last day actually worked. Such payment shall be to the nearest one tenth of an hour. Employees terminating from County service prior to becoming eligible to take earned vacation shall be paid for earned (accrued) vacation. For purposes of this section, sick leave and compensatory time off with pay shall be counted as days worked. When separation is caused by death of an employee, payment shall be made to the estate of such employee, or in applicable cases, as provided by Section 630 of the Probate Code.
9. A person receiving pay in lieu of unused vacation may not be re-employed by the County of Solano in any capacity until a number of working days equal to the number of days paid vacation has elapsed following the effective date of the separation. Nothing in this Section shall be interpreted as preventing a Department Head from filling a position vacated by separation immediately following the effective date of separation.
10. Upon the presentation of medical verification acceptable to the Department Head that an employee was seriously ill or injured during a scheduled vacation, employees may request the substitution of sick leave for vacation for the period of serious illness or injury.

B. Notice to Department Heads

If the Department Head does not provide a specific time for the use of vacation leave, an employee may, with fourteen (14) calendar written days' notice, as a matter of right, when the accumulated vacation to his/her credit reaches his or her maximum earnable vacation accrual, give written notice to Department Head and take up to eighty (80) hours.

## **10. SICK LEAVE**

- A. An employee who enters the service of the County in a regular or limited-term position shall begin earning sick leave dating from the first of the pay period following the pay period in which the employee commenced such continuous service, unless such commencement date was the first working day of a pay period, in which case, the first day of sick leave accrual shall date from the first of the pay period in which the service began.
- B. Every employee holding a regular or limited-term full-time position shall accrue 3.70 working hours sick leave with pay for each pay period of service; except, that no employee shall earn sick leave credit during a pay period in which he/she is absent without authorization or in which he/she is absent without pay for more than sixteen (16) working hours. During the pay period in which a leave of absence without pay is granted for two (2) days or less, the employee shall accrue sick leave with pay in proportion to the relationship the time worked during that pay period bears to eighty hours. It shall be computed to the nearest hundredth of an hour.
- C. Every employee holding a regular or limited-term part-time position shall accrue sick leave with pay in proportion to the relationship his/her basic workweek bears to forty (40) hours. No such employee shall earn sick leave credit during a pay period in which he/she is absent without pay more than fifteen (15) percent of the regularly scheduled working hours for the position. The number of hours of entitlement for Sick Leave earned while employed as a full-time employee shall not be reduced by virtue of an employee's status being changed to part-time after such entitlement was earned as a full-time employee.
- D. Not more than one hundred (100) hours of sick leave annually may be granted to an employee for absence due to the care or attendance of ill or injured members of his/her immediate family.
- E. Sick leave shall not be used in lieu of vacation, but vacation or compensatory time off may be used in lieu of sick leave, after accrued sick leave has been exhausted. Sick leave shall not be counted as time worked for purposes of overtime computation.
- F. Termination of an employee's continuous service, except by reason of temporary layoff for lack of work or funds, shall cancel all sick leave accrued to the time of such termination, regardless of whether or not such person subsequently re-enters the County service. No payment shall be made to any employee for unused sick leave accumulated to his/her credit at the time of termination of employment, except for reasons of regular or disability retirement, death, release from County employment as a result of a permanent reduction in the number of authorized regular help positions or taking office as an elected County official. Employees terminating employment because of regular or disability retirement, death, release from County employment as a result of a permanent reduction in the number of

authorized regular help positions, or to take office as an elected County official, shall be paid for their accumulated unused sick leave in any of the following combinations:

- Receive cash for a maximum of 500 hours or
- Convert all or a portion for CalPERS unused sick leave credit

In lieu of the ability to receive cash for 500 hours or converting all or a portion to CalPERS unused sick leave credit, any employee terminating employment on or after July 21, 2013, shall have their unused sick leave credit converted to a Retirement Health Savings Account.

The date of termination of employment shall be considered as the date certified by the Department Head as the last day worked, or the last day in an authorized leave without pay status and shall not include the equivalent time involved in any overtime or vacation payoff made at the time of termination.

- G. For the purposes of this Section, a member of the immediate family is construed to mean the grandparent, mother, father, husband, wife, registered domestic partner, person assuming the role of the employee's spouse, son, daughter, brother sister, grandchild, mother in law, father in law of the employee, a minor child for whom the employee has legal custody, or relatives living in the employee's home.
- H. Hospitalization of a member of the immediate family is a valid reason for sick leave under the following conditions:
- A day's absence may be authorized for the employee to be at the hospital on the day of an operation, on the day of a birth of his child or in the event of a critical illness of a member of the immediate family. Absences for these reasons for more than one day may be authorized on sick leave only if a doctor provides a written statement that the employee's presence, away from work, is required.
- I. Sick leave because of an employee's physical incapacity will not be approved when the injury or illness is directly traceable to employment other than the County or where the injury or illness is caused by the employee's serious and willful misconduct; as such terms are defined and interpreted under the Worker's Compensation and Safety Act.
- J. Notwithstanding Section 10F, an employee who is rehired within one year from his/her date of employment separation shall, upon rehire, have his/her previously accrued and unused sick leave added back to his/her sick leave accrued leave balance. For the purposes of this paragraph, the term "unused sick leave" means those sick leave hours which were accrued and not used in any fashion (e.g. hours used, paid out or converted as provided elsewhere within this Section 10).

## **11. LEAVE CONTRIBUTION PROGRAM**

### **11.1 Nature of Program**

The Leave Contribution Program assists employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury or other circumstances. The program allows other employees to donate time to the affected employee so that he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury, condition or circumstance.

### **11.2 Eligibility for Leave Contribution Program**

To be eligible for this benefit, the receiving employee must:

- A. Be a regular full-time or regular part-time employee who has passed his/her initial County probationary period;
- B. Have exhausted all accumulated leave including vacation leave, sick leave (unless the leave involves the care of another and family sick leave has been used or involves other circumstances), administrative leave (if eligible) and/or compensatory time off;
- C. Be unable to return to work for at least 30 days;
- D. Have applied and received approval for a Leave of Absence Without Pay.

### **11.3 Guidelines for Donation of Leave Credits to the Leave Contribution Program**

- A. Accrued vacation, compensatory time off (CTO) and/or Administrative Leave hours may be donated by any regular or regular part-time employee who has completed his/her initial County probationary period.
- B. Time donated will be converted from vacation, CTO or Administrative Leave hours to sick leave hours and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For employees who are using leave for circumstances other than their own injury or illness, the donated hours will be converted to vacation.
- C. The total amount of time donated to one employee by another employee shall not exceed forty (40) hours. The total leave credits received by the employee from all sources shall not normally exceed three months; however, if approved by the Department Head, the Director of Human Resources may approve an extension to six months' total time.

- D. Initial leave time donations must be a minimum of eight (8) hours and thereafter in four-hour increments. An employee cannot donate leave hours in an amount that would reduce his/her vacation balance to less than 40 hours.
- E. The use of donated leave hours will be in consecutive one-shift increments (i.e., 8 hours for a full-time employee working five eight-hour days/week).
- F. Under all circumstances, time donations made by the employee are forfeited once made. In the event the receiving employee does not use all transferred leave for the catastrophic illness/injury, any balance will remain with that employee until that employee's separation from County service.
- G. Payment for unused sick leave at the time of termination of employment shall be in accordance with Subsection 10.F of this MOU.
- H. In accordance with IRS Ruling 90-29, leave transferred for medical reasons will not be considered wages for the employee who surrenders the leave and will therefore not be included in gross income or subject to withholding. An employee who donates leave incurs no deductible expense or loss either upon the donation or use by the recipient.

## **12. BEREAVEMENT LEAVE**

- A. Employees shall be entitled to a bereavement leave, not chargeable to vacation or sick leave in the event of the death of one of the following members of the employee's family:
  - natural, step, adoptive parents and grandparents of the employee;
  - A person acting in loco parentis for the employee;
  - natural, step, adopted children and grandchildren of the employee;
  - natural, adopted and step brothers and sisters of the employee;
  - present spouse of the employee; a person assuming the role of the employee's spouse;
  - ex-spouse who is a natural parent of a minor child in the custody of the employee;
  - natural parents and grandparents of the employee's spouse;
  - grandchildren of the employee's spouse;
  - natural and adopted brothers and sisters of the employee's spouse;
  - present spouses of the employee's natural brothers and sisters;
  - son-in-law and daughter-in-law of the employee.
- B. For full-time employees, such leave shall be a maximum of forty (40) hours within thirty (30) consecutive calendar days, following the death of the family member, whether services are within the State or outside the State of California. Leave benefits will be prorated for part-time employees based upon the number of hours

worked (for example, a half-time employee has a maximum of twenty (20) hours to use within thirty (30) consecutive calendar days). 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. An employee who has a miscarriage or who gives birth to a still born child shall be eligible for bereavement leave in accordance with Section 12, paragraph B above. This provision shall be applicable to any employee having a miscarriage or who gives birth to a still born child and to any employee whose spouse or domestic partner has a miscarriage or gives birth to a still born child. Bereavement leave for a miscarriage or still born child shall not be applicable for any other family members identified in Section 12, paragraph A.

### **13. OTHER LEAVES**

#### **13.1 Maternity Leave**

Sick leave may be used during pregnancy when the employee's physician has certified that, due to her pregnancy, she is no longer able to perform the duties of her position. Sick leave may be used after the birth of the baby if the employee's physician certifies that the employee is not yet able to perform the duties of their position. Employees who have been cleared to return to work by their physicians after pregnancy, but who wish to delay their return to work may request use of vacation, comp time or a leave without pay following normal departmental procedures. However, sick leave is only available if there is a medical reason for the employee's continued absence from work.

#### **13.2 Family Leave**

The County recognizes its obligations to employees who meet the eligibility requirements of the Federal Family and Medical Leave Act and the California Family Rights Act.

#### **13.3 Jury Duty**

- A. Any regular or probationary employee ordered to appear as a witness in court other than as a litigant, to serve on a jury or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee shall be entitled to his/her regular County pay provided the employee deposits their fees for such services, exclusive of mileage, with the County Treasurer within thirty (30) calendar days after their excused absence for such duty. Excused absence is defined as the time necessary, including reasonable time for travel, to actually engage in the activities, including required waiting time, covered by this section. Requests for Jury Duty leave should be made by presenting the official court summons to the employee's immediate supervisor as soon as

possible after receipt. Jury duty is not considered as time worked for purposes of overtime compensation.

- B. Employees assigned to day shift, and who are released from jury duty, must return to work if there is at least one (1) hour of work time remaining in the work shift, exclusive of travel time.
- C. An employee assigned to swing shift shall not be required to be on jury duty and at work a combined total of more than twelve (12) hours. An employee assigned to grave shift who is summoned to jury duty will have the prior grave shift off. If said summons/jury duty continues past 12 noon, the employee shall not be required to work the following graveyard shift, which commences the same calendar day.
- D. Verification of time of release from jury duty is required.

#### 13.4 Time Off for Blood Donation

Employees will be allowed to take the last two (2) hours of their work shift off without loss of pay and allowances for the purpose of donating blood. The employee will be required to provide proof that he/she did in fact donate blood during this time. This provision shall not be exercised more frequently than once in any eight (8) week period and not more than five (5) times per year. Time provided under this provision shall not be cumulative and advance approval for each donation period shall be obtained from the appropriate department supervisor.

#### 13.5 Time Off for Promotional Examination

Employees represented in these units shall be entitled to necessary time off with pay for the purpose of taking qualifying or promotional examinations for the County. This shall include resulting hiring interviews for which they may be eligible.

#### 13.6 Military Leave of Absence

- A. Eligible full-time employees of the County of Solano who are called to temporary or active military duty are entitled to thirty (30) calendar days paid leave for military duty per fiscal year, pursuant to California Military and Veterans Code, Section 395.01. A request for military leave of absence shall be made upon forms prescribed by the Director of Human Resources or his/her designee, shall include a copy of the employee's military orders, and shall include the date such military leave is to begin and the probable date of return. All employees shall be entitled to military leave of absence and compensation as provided in Section 395-395:02 of the Military and Veterans' Code of the State of California to the greater of either said law/code or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave (excludes Inactive Duty) per fiscal year for each hour in which the employee was otherwise scheduled to work.

Upon approval of the employee's supervisor, employees called to inactive duty may change their scheduled days off to coincide with the dates of inactive duty.



- B. An employee who resigns in order to enter military service shall have the right to return to County employment after the termination of his/her active military service as provided by Section 395.3 of the California Military and Veterans' Code and Title 38 U.S. Code, Chapter 43 (Veterans' Reemployment Right).
- C. An employee shall be given preference over all other applicants for the opening in his/her class and department next available after filing with the Director of Human Resources or his/her designee a written request to return to County employment and shall be reemployed no later than 90 days from the receipt of said request.
- D. Upon reemployment he/she shall be entitled to such civil service status as he/she would have if he/she had not resigned (e.g., any seniority for purposes of layoff would continue to accrue during his/her absence and he/she would not need to serve a new probationary period in his/her former department and class if he/she had attained permanent status prior to leaving County service). His/her salary upon reentering County service in his/her former classification shall be at the same step he/she occupied at the time of his/her separation. Subsequent merit increase eligibility dates shall follow the normal time progression between steps (as provided in Section 5.4, Merit Increases Within Range of this MOU).
- E. In all other respects (e.g., step increases and benefits eligibility accrual and use) he/she shall be treated as a new employee.
- F. No former employee shall have this right of reemployment under this Section who:
  - 1. Is not qualified to perform the duties of the position (i.e., fails to pass a physical examination);
  - 2. Is released from active duty for reasons other than honorable;
  - 3. Fails to make written application for reemployment with the County within six (6) months of his/her release; or
  - 4. Refuses upon request to provide true copies of any documents which he/she may be asked to provide in order to substantiate the period and kind of his/her military service, the circumstances of his/her release from such service and other information which is deemed necessary by the County in order to evaluate his/her application for reemployment.

#### 13.7 Leave of Absence without Pay

- A. A leave of absence may be granted only to an employee having a satisfactory record. Department Heads may authorize a leave of absence without pay for a permanent or probationary employee for a period of time not to exceed thirty (30) calendar days. Successive leaves may not be granted by Department Heads.



- B. Any regular or probationary employee may be granted a leave of absence without pay in excess of thirty (30) calendar days upon his/her written request and the recommendation of his/her Department Head to the Director of Human Resources or his/her designee and only upon the exhaustion of all other appropriate leave balances. Requests for leave of absence without pay shall be made upon forms prescribed by the Director of Human Resources or his/her designee and shall state specifically the reasons for the requests, the date when it is desired to begin the leave and the probable date of return. The request shall normally be initiated by the employee, but may be initiated by his/her Department Head. The Department Head shall indicate on the request form his/her recommendation as to whether the request should be granted, modified or denied and shall promptly transmit the request to the Director of Human Resources or his/her designee.
- C. A leave of absence without pay either approved by the Department Head or approved by the Department Head and the Director of Human Resources or his/her designee, shall be transmitted by the Director of Human Resources or his/her designee to the Auditor-Controller for appropriate action.
- D. A leave of absence without pay may be for a period not to exceed one (1) year. Such leave may be extended for an additional year, provided the request for the extension, processed as the original request, is made at least ten (10) days prior to the end of the original leave. The Director of Human Resources or his/her designee shall be promptly notified at the return of any employee from a leave of absence without pay.
- E. Neither leave accruals nor benefits shall accrue while an employee is on leave of absence without pay.
- F. Immediately prior to or at the time of return from leave of absence to active duty the employee may be required by his/her Department Head to submit a statement from his/her physician certifying as to his/her physical and/or mental ability to resume the duties of his/her position.
- G. Whenever an employee has been granted a leave of absence without pay and desires to return before expiration of such leave, the Department Head may require that reasonable notice not in excess of fifteen (15) calendar days be given.
- H. A leave of absence may be revoked by the Civil Service Commission upon evidence submitted by the Department Head that the cause for granting leave was misrepresented or has ceased to exist.
- I. Failure to return at the expiration of a leave of absence or being absent without leave shall be considered as an automatic resignation. Such a resignation may be rescinded by the Department Head if the employee presents satisfactory reasons for

his/her absence within five (5) working days of the date his/her automatic resignation became effective.

J. A leave of absence without pay may be granted for any of the following reasons:

1. Illness or disability
2. Pregnancy
3. To take a course of study which will increase the employee's usefulness on return to his/her position.
4. For other reasons acceptable to the Department Head and/or Director of Human Resources or his/her designee.

An employee may appeal the denial of a leave of absence without pay by filing a written appeal at Step 3 of the Grievance Procedure. Such an appeal shall be filed within ten (10) calendar days of receipt of notice of the denial of the request for a leave of absence without pay. The decision of the Human Resources Director shall be final and not subject to further appeal.

## **14. HOLIDAYS**

### **14.1 Eligibility**

- A. Only regular, probationary, and limited-term employees shall be eligible for paid holidays.
- B. An employee must work or be paid for all or part of both the employee's regularly scheduled workday before and after a holiday to be eligible for that holiday.
- C. An employee who is terminating his/her employment for reasons other than paid County retirement may not use annual leave, sick leave or comp time on the day after a holiday if his/her last actual working day falls before the holiday. A holiday or floating holiday shall not be used as the date of termination (e.g., January 1st) in order to be paid for that day.
- D. A part-time employee shall receive those paid holidays on the same basis as his/her basic workweek relates to forty (40) hours, regardless of work schedule.

### **14.2 Holiday Compensation**

- A. Any employee who is required to work on a fixed paid holiday, which is part of his/her regular workweek shall be entitled to holiday compensatory time off (CTO) for the time actually worked. A full-time employee whose regularly scheduled day off falls on a paid holiday shall be entitled to eight (8) hours of holiday compensatory time. A full-time employee whose regularly scheduled day off falls on a partial paid holiday shall be entitled to four (4) hours of holiday compensatory time off. Departments shall make every effort to schedule the time off within the fiscal year in which it was earned.

- B. Holiday CTO shall be transferred to an employee's regular overtime CTO balance in lieu of pay provided the combined CTO and holiday overtime does not exceed eighty (80) hours as provided in Section 8 of this Memorandum of Understanding.
- C. Holiday CTO time taken shall be counted as time worked for purposes of overtime computation.
- D. When a paid holiday falls on a Saturday, the preceding Friday is a paid holiday. When a paid holiday falls on a Sunday, the Monday following is a paid holiday.

#### 14.3 Holidays

**A. Fixed Paid Holidays Include:**

New Year's Day	January 1
Martin Luther King's Birthday	3 <sup>rd</sup> Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	3 <sup>rd</sup> Monday in February
Memorial Day	last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veterans' Day	November 11
Thanksgiving	4 <sup>th</sup> Thursday in November
Day following Thanksgiving	Friday in November
Christmas	December 25

Effective January 1, 2020, the fixed paid holidays for represented employees excluding the Group Counselor series (entry, journey, senior) shall be amended by adding:

- December 24<sup>th</sup> Christmas Eve Day (beginning at 1:00 p.m.)
- December 31<sup>st</sup> New Year's Eve Day (beginning at 1:00 p.m.)

In accordance with County code Section 2.01, the County's normal business hours are 8:00 a.m. to 5:00 p.m. As the normal workday is eight (8) hours and a normal meal period is one (1) hour, the County's anticipated meal period is from 12:00 to 1:00 which is unpaid. On these dates, employees who are scheduled to work, shall receive and shall use four (4) hours of holiday pay, and shall work the balance of their regularly scheduled work shift.

**B. Other Paid Holidays Include:**

- 1. Employees excluding the Group Counselor series (entry, journey, and senior) shall receive two (2) paid floating holiday in each calendar year. The timing of an employee's use of the floating holiday shall be subject to advance approval of the department head or his/her designee.

- a. Special or limited holidays appointed by the President or Governor.
  - b. Such other days in lieu of holidays as the Board of Supervisors may determine.
- 2. Employees in the Group Counselor series (entry, journey, and senior) who are assigned to the 24-hour facility shall receive a total of three (3) Floating Holidays annually on January 1<sup>st</sup> of each succeeding year.
  - a. Only those employees who have either successfully completed their initial County probationary period are eligible to receive these Floating Holidays.
  - b. Employees who successfully complete their initial probationary period between January 1st and June 30th of any given year shall receive one (1) Floating Holiday effective July 1st of that year.
  - c. Employees who successfully complete their initial probationary period between July 1st and December 31st of any given year shall not receive any Floating Holidays for that year, but shall receive three (3) Floating Holidays effective January 1st of the succeeding year.
  - d. Subject to advance approval by the Department, these holidays may be taken at any time during the calendar year, but must be taken within the calendar year in which they are given. Floating Holidays are to be taken eight (8) hours at a time and are not to be utilized on a partial basis.
  - e. Any eligible employee separating from County service who has not taken that calendar year's Floating Holidays shall not receive payment for any Floating Holiday balance.
  - f. Part-time employees shall receive Floating Holidays in proportion to the relationship their basic workweek bears to forty (40) hours. The number of hours of entitlement for Floating Holidays earned while employed, as a full-time employee shall not be reduced by virtue of an employee's status being changed to part-time after such entitlements were earned as a full-time employee.
  - g. When a Group Counselor transfers to the 24-hour facility during the calendar year then the employee will receive pro-rata Floating Holidays for number of the full pay periods remaining in the calendar year.
  - h. When a Group Counselor transfers from the 24-hour facility during the calendar year, then the employee's unused Floating Holidays shall be reduced (eliminated) to zero (0) hours.

## **15. PROBATION PERIOD/RETREAT TO VACANT POSITIONS**

### **15.1 Probation Period**

- A. All new or re-employed employees in full-time regular positions, shall serve a probationary period of thirteen (13) full pay periods from the date of appointment through the last day of the thirteenth (13) full pay period; however, newly hired employees or County employees entering the classes of Deputy Probation Officer (Entry), and Group Counselor (Entry), who shall serve a probationary period of twenty-six (26) full pay periods. Nothing shall preclude a probationary status Group Counselor (Entry) or Deputy Probation Officer (Entry) from advancing provided the employee meets the minimum qualifications of the classification.
- B. All full-time employees who transfer from one department to another shall serve a probationary period of thirteen (13) full pay periods from the date of transfer. In addition, all full-time employees who are promoted shall serve a probationary period of thirteen (13) full pay periods from the date of promotion through the last day of the thirteenth (13<sup>th</sup>) pay period.
- C. All part-time employees shall serve an extended probation period beyond thirteen (13) pay periods in proportion to the relationship their basic workweek bears to forty (40) hours.

The initial or promotional probationary period may exceed thirteen (13) full pay periods of active duty when the extension is by mutual agreement between the probationary employee, appointing authority and the Director of Human Resources, or when the probationary period is extended pursuant to Section 15.1 (D) below. The probationary period for classifications with a probationary period of thirteen (13) pay periods shall not exceed twenty-six (26) full pay periods unless the extension results, in whole or in part, from an employee's leave of absence.

For Deputy Probation Officer (Entry), the initial or promotional probationary period may exceed twenty-six (26) full pay periods of active duty when the extension is by mutual agreement between the probationary employee, appointing authority and the Director of Human Resources, or when the probationary period is extended pursuant to Section 15.1 (D) below. The probationary period may not exceed thirty-nine (39) full pay periods.

- D. Any leave-of-absence with or without pay, military leave-of-absence or jury duty exceeding seven (7) calendar days shall cause the employee's probationary period to be extended by an amount equal to the number of pay periods during which the employee was on the leave-of-absence with or without pay, military leave or jury duty.
- E. There shall be an evaluation of each employee's job performance nine (9) pay periods from the date of appointment to regular or limited-term position and before

any merit increase or every twenty-six (26) pay periods after reaching the top step of the salary range for the class in which they are employed.

Not later than two (2) pay periods prior to the end of an employee's probationary period, the department head or his/her designee should provide a probationary period performance evaluation. Absent any notification to the contrary the employee is deemed to have passed probation.

- F. New and reemployed employees who have not completed their initial probationary period are eligible for promotion. They are not eligible to transfer from one department to another unless the allocated position occupied by that employee is transferred to another department.
- G. Rejection of Employee During Probationary Period
  - 1. A probationary employee may be separated from service at any time during the probationary period without right of appeal or hearing unless the employee alleges that such separation was based upon discrimination. In such cases, the appeal and hearing shall be processed in accordance with Section 19 of this Memorandum of Understanding.
  - 2. An employee who has completed the probationary period following initial appointment, but fails to complete the probationary period for a position to which he/she has been promoted, demoted, or transferred shall have the right of appeal in accordance with Section 19 of this Memorandum of Understanding.

#### 15.2 Retreat to Vacant Positions

- A. An employee rejected during the probation period from a position to which he/she had been promoted or transferred may be restored to his/her former position. Such restoration is not mandatory, but is optional at the discretion of the Department Head, within the limits of available authorized positions.
- B. Any employee who (1) has completed an initial County probationary period and obtained permanent status; (2) is promoted from one class to another, both of which are in the same department and Representation Unit subject to these provisions; and (3) fails the promotional probation period, shall be restored to the classification held immediately prior to promotion, if a position in that class is vacant. Such restoration includes restoration of the employee's former salary, merit increase eligibility date, and all other benefits to which the employee would have been entitled if the promotion had not occurred.
- C. If an employee cannot be restored to the former class,

1. The employee may be appointed by the Department Head to any other vacant position in any class provided:
  - a. the position is in the current department;
  - b. the class is in the same representation unit as the former class;
  - c. the employee meets the minimum qualifications for the class;
  - d. the salary range for the class does not exceed the range of the class held immediately prior to promotion;
  - e. The Director of Human Resources or his/her designee concurs with the appointment.
2. The employee will serve a new probationary period.
3. The employee's name will be placed on the current or continuous eligible list for that classification held immediately prior to promotion. The employee's name will be certified along with the regular number of applicants to vacancies in the class until the employee is selected or the eligible list is abolished.

### 15.3 Twenty-Four (24) Months Continuous Service

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

## **16. LAYOFF**

- A. Employees whose layoff date is effective during a month will continue to receive medical, dental, vision and life insurance coverage during that month.
- B. Employees who are laid off and subsequently rehired within a 90 calendar day period following the effective date of their layoff will be considered as having served continuously in County service for purposes of seniority and annual leave accrual. During this 90-calendar day period, such laid off employees will not be entitled to cash out accumulated annual leave entitlement, sick leave, holiday leave or compensatory time off. In the event such laid off employee is not rehired within this 90 day period or if a laid off employee relinquishes all reemployment rights with the County within this 90 day period, such employee shall be entitled to payoff of earned benefits as provided in the Memorandum of Understanding.
- C. The County will preferentially certify (i.e. forward their names separately to appointing authorities for consideration prior to the provision of other certification lists) laid off employees to vacant positions for a period of 90 days following the effective date of their layoff provided they meet the minimum qualifications for



such vacant positions excluding, however, vacant positions in lead, senior, or higher classifications (i.e., positions above the journey person level).

## **17. FURLOUGHS**

### **A. COUNTY FURLOUGH**

1. If the County projects that expenditures will exceed revenues on a fiscal year basis without regard to the funding source, the Board of Supervisors at its sole discretion shall have the right to implement unpaid furlough days; including the closure of County facilities; or for those work units not subject to closure, the scheduling of a corresponding reduction in pay.
2. The total number of days the County will close or otherwise furlough employees will be determined at the sole discretion of the Board of Supervisors for up to twelve (12) workdays per fiscal year (July 1 to June 30).
3. A facility closure shall not apply to twenty-four-hour institutions and operations designated by the County Administrator to be twenty-four-hour operations, specified law enforcement functions, or other public services that normally operate on legal holidays. Services that do not normally function on legal holidays will be closed unless authorized by the Board of Supervisors or the County Administrator.

### **B. EMPLOYEES' PAY REDUCTIONS/ACCRUAL OF DEFERRED HOURS**

1. This provision applies to all employees except those employees who are exempt from deferred hours as specified in Section 17.A.3.
2. The reduction in pay shall be prorated over up to twenty-four (24) pay periods, two (2) pay periods for each day facilities/operations are closed. At the discretion of the County Administrator, but no earlier than the first pay period of the fiscal year, and for each pay period thereafter, four (4) hours pay shall be deferred. Employees shall be paid for seventy-six (76) hours although they work eighty (80) hours. Part-time employees shall receive prorated hours deferred and prorated salary reduction.
3. On days County facilities/operations are closed in accordance with this provision, employees will utilize deferred hours to maintain their level of pay. If employees do not have sufficient deferred hours, they will be allowed to use vacation, CTO, or other appropriate leave accruals to



maintain their level of pay. If no accruals are available for use, employees will use leave without pay to cover all or a portion of the furlough day.

C. EMPLOYEES EXEMPT FROM PAY REDUCTIONS/DEFERRED HOURS

1. The Board of Supervisors authorizes the County Administrator to determine which positions within these 24 hour facilities/units cannot be subject to furlough leave due to the need to provide services that are necessary to the protection of public health, safety and welfare.
2. Employees that cannot be subject to a closure or furlough as determined in Section 17.A.1 and 17.A.3 above, shall be subject to a reduction in pay of 4.62% to total an amount to equal to the value of the number of furlough day imposed by the Board of Supervisors.

D. PAID IF REQUIRED TO WORK

Employees who are subject to the furlough provision but are required to work on days County facilities/operations are closed pursuant to this provision shall be paid for such work time at their normal hourly rate unless they are entitled to overtime pay. Their deferred time shall be taken on another day as determined by the appointing authority.

E. FURLOUGH DAY ON SCHEDULED DAY OFF

Employees whose normal day off falls on a furlough day will not be paid for that day. Their deferred time shall be taken on another day as determined by the appointing authority.

F. BENEFITS

There will be no reductions in County contributions to employee group insurance nor leave accruals during pay periods of facility/operations closure. Income tax and social security will be based on actual pay.

G. HOLIDAYS

If a day of facilities/operations closure is on a Friday preceding a Saturday holiday, employees will receive up to eight (8) holiday CTO hours which may be taken on another day.

H. TREATMENT OF DEFERRED HOURS AT THE END OF THE FISCAL YEAR

Employees who have an accrued balance of deferred hours at the end of the fiscal year may take such time during the next fiscal year.

**I. TERMINATING EMPLOYEES**

Employees who terminate employment will be paid for any accrued deferred hours at their normal rate of pay.

**J. APPENDIX “D”**

Effects of this provision on pay, benefits integration, modified workweeks, time bases and other terms and conditions of employment are described on Appendix “D” for described situations. Appendix “D” is incorporated herein as an expressed term of this article.

**K. Neither the County’s projection of revenue and expenditures, nor the exercise of the Board of Supervisors’ discretion to implement a furlough, shall be subject to the grievance /arbitration provisions of the MOU.**

**L. Prior to invoking the County’s authority to implement a furlough, the County will notify the Association of the decision, the dates of the operations/facility closures and the required number of furlough days.**

**18. DISCIPLINARY ACTION**

The appointing authority may dismiss suspend, demote or reduce in salary for disciplinary reasons any employee in the classified service provided the rules and regulations of the Civil Service Commission are followed:

**18.1 Procedure**

- A.** The appointing authority proposing that disciplinary action be taken shall provide the employee with written notice of the proposed action. The written notice shall include:
1. A description of the proposed action to be taken
  2. A clear and concise statement of the reasons for the proposed action.
  3. A statement that a copy of the materials upon which the action is based are attached or available for inspection by the employee or by the employee’s representative.
  4. A statement advising the employee of the right to respond to the charges either verbally or in writing to the appointing authority proposing the action prior to its effective date, including the time within which such response must be made (at least ten (10) calendar days from the date of service of the written order). Failure of the employee to make a written or oral response will constitute waiver of the right to respond.

- B. If the employee elects to respond in person, a meeting shall be scheduled with the Department Head or his/her designee at which the employee shall be given the opportunity to respond to the proposed action. The employee shall be entitled to be represented by the person of his/her choosing at the meeting. The appointing authority may amend, modify, or revoke any or all of the charges contained in the written order. The appointing authority shall provide notice to the employee or the disciplinary action to be taken and of his/her right to appeal to the County Civil Service Commission and the time within which the appeal must be made.

## 18.2 Appeal Process

Any employee may either appeal such dismissal, suspension, demotion, or reduction in salary to the Civil Service Commission or through the non-Civil Service Commission process as described below; however, should an employee who has retained Civil Service status be disciplined again within the following three (3) years then the employee must engage in the disciplinary action appeal process (e.g. Civil Service Commission or non-Civil Service Commission appeal) as was last used by the employee.

A copy of all proposed disciplinary actions and/or disciplinary actions will be provided to SPPOA. An employee may not both appeal to the Civil Service Commission and file an appeal under this Disciplinary Action Appeal process.

## 18.3 Disciplinary Action Appeal Process – Not to the Civil Service Commission

- A. Appeal to the Director of Human Resources

Disciplinary actions may be appealed to the Director of Human Resources within fifteen (15) calendar days of the date the Notice of Discipline is provided to the employee. The Director of Human Resources shall have twenty-one (21) calendar days to investigate the issues, meet with the appellant and attempt to reach a satisfactory resolution. No disciplinary action appeal may be processed under additional disciplinary action appeal steps which has not first been filed and investigated in accordance with this step.

- B. Appeal to Mediation

Disciplinary actions that have been investigated by the Director of Human Resources may be appealed to a mediator within twenty-one (21) calendar days of the date the Director of Human Resources' decision is provided to the employee. Mediation will be convened within ninety (90) working days of receipt of the timely request for mediation.

The mediator shall be selected by mutual agreement from the State Conciliation Service. In the event either party does not believe that a settlement can be reached, the matter shall be referred directly to an impartial arbitrator in accordance with section 18.3C of this agreement.

C. Appeal to Arbitration

Either the Association or the County may require that the appeal be referred to an impartial arbitrator who shall be designated by mutual agreement between the Association and the Director of Human Resources or his/her designee.

In the event the parties are unable to agree on an arbitrator, the parties shall solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators.

After the receipt of the list, the parties shall alternatively strike arbitrator's names from the list until one (1) arbitrator's name remains.

The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the Association and the County. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any. The request for arbitration must be made in writing within twenty-one (21) calendar days following the recommendation of the mediator.

D. Disciplinary Action Appeal Timelines

Failure of the employee or the employee's representative to adhere to the timelines contained in this article shall be considered an abandonment of his/her appeal. Failure of the County to adhere to the timelines contained in this article shall allow the employee, or the employee's representative, to pursue his/her appeal to the next higher step.

E. Scope of Disciplinary Action Appeal Adjustment Board and Arbitration Decisions

1. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.
2. No adjustment board and no arbitrator shall hear, decide or make recommendations on any dispute unless it involves a position in a unit represented by the Association certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance as set forth in this Memorandum of Understanding.

F. Proposals to add to or change this Memorandum of Understanding or written agreements or addenda shall not be subject to arbitration or an adjustment board. No proposal to modify, amend or terminate this Memorandum of Understanding nor any matter or subject arising out of or in connection with such proposal may be referred to an adjustment board or arbitration. No adjustment board or arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda or to establish any new terms or conditions of employment.

## **19. GRIEVANCES**

### 19.1 Definition

A grievance is any dispute, which involves the interpretation or application of any provisions of this Memorandum of Understanding excluding, however, those provisions of this Memorandum of Understanding, which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

### 19.2 Purpose

The purposes of this procedure are:

1. To resolve grievance disputes informally at the lowest possible level;
2. To provide an orderly and prompt procedure for resolving disputes which arise regarding the interpretation of the Memorandum of Understanding;
3. To encourage communication between employees, the Association, and County representatives;
4. To determine and correct, if possible, the causes of grievance disputes.

### 19.3 Steps

Grievances shall be processed in the following manner

#### **Step 1. Informal Discussion**

Any employee who believes that he/she has a grievance shall discuss his/her complaint with his/her immediate supervisor (or such management official designated by the Department Head) within fifteen (15) calendar days of the incident or occurrence. This meeting shall be held in an effort to resolve the grievance informally. The immediate supervisor/ management official shall have ten (10) calendar days from the date of the informal discussion to respond to the employee. If an agreement is reached to resolve the issue, the supervisor will confirm the outcome in writing.

If the management official's response does not resolve the grievance, the employee has ten (10) calendar days from the management official's response date to file the grievance in writing with the Department Head or his/her designee. If the management official fails to respond, the employee has ten (10) calendar days from the date the management official's response was due to file the grievance in writing with the Department Head or his/her designee.

## **Step 2. Department Head and or the Designated Representative**

The Department Head or his/her designated representative will meet with the grievant and his/her Association representative and shall provide a written response to the grievance within twenty one (21) calendar days of having received it.

If the grievance is not resolved within the department, the employee or the Association shall have the right to appeal the grievance to the Human Resources Director, in writing, within fifteen (15) calendar days of the response made at Step 2. Notwithstanding this procedure, all complaints involving or concerning the payment of compensation shall be in writing to the Director of Human Resources or his/her designee with a copy to the Department Head. A grievance shall be initiated in writing on the Solano County Grievance Form.

## **Step 3. Director of Human Resources**

Any employee or any official of the Association may notify the Director of Human Resources or his/her designee in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. The Director of Human Resources or his/her designee shall have twenty-one (21) calendar days in which to investigate the issues, meet with the complainant and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under Step 4 below which has not first been filed and investigated in accordance with Step 3.

## **Step 4. Mediation**

If the parties are unable to reach a mutually satisfactory accord on any grievance, which arises and is presented during the term of this Memorandum of Understanding, the moving party shall have twenty-one (21) calendar days to request in writing that the grievant be scheduled for Mediation.

A mediator from the State Mediation Service shall be scheduled to conduct the mediation.

The Mediator shall not issue any public statement of fact or opinion on the matter in question.

The Mediator's recommendation shall neither be made public nor be introduced into any other grievance level by the other party.

If the issue is not resolved through mediation, either party may appeal to arbitration as provided below.

## **Step 5. Arbitration**

If the grievance is not resolved at Step 4, the Union or the County may require that the grievance be referred to an impartial arbitrator who shall be designated by

mutual agreement between the Union and the Director of Human Resources.

In the event the parties are unable to agree on an arbitrator, the parties shall solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators.

After the receipt of the list, the parties shall alternatively strike arbitrator's names from the list until one (1) arbitrator's name remains.

The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the Union and the County. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any. The request for arbitration shall be made in writing within twenty-one (21) calendar days following the conclusion of mediation.

#### Scope of Arbitration Decision

1. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.
2. No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit unless such dispute falls within the definition of a grievance as set forth in Section 19.1.
3. Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

#### 19.4 Timeliness of Grievances and Responses

- A. Failure of the grievant to adhere to the timeliness contained in this article shall be considered an abandonment of his/her grievance. Failure of the County to adhere to the timelines contained in this article shall allow the grievant to pursue his/her grievance to the next higher step.
- B. If any of the time periods for processing a grievance, as outlined above, end on a day which is not a normal County workday (i.e. a weekend or recognized County holiday) the timelines shall be extended to 5:00 pm on the next regular County work day.

### 19.5 Compensation Complaints

- A. All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Human Resources Director. Only complaints, which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding, shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which result from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed.
- B. No change in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from Mediation) will be recognized unless agreed to by the Director of Human Resources or his/her designee and the Association.

### 19.6 County Code and Civil Service Commission

- A. The provisions of this Section shall not abridge any rights to which an employee may be entitled under the County Code, nor shall it be administered in a manner, which would abrogate any power, which, under the County Code, may be within the sole province and discretion of the Civil Service Commission.
- B. All grievances of employees in representation units represented by the Association shall be processed under this Section. If the County Code requires that a differing option be available to the employee, no action under paragraph 3 4 or 5 of Section 19.C. Grievance Steps above shall be taken unless it is determined that the employee is not availing himself/herself of such option.
- C. No action under paragraph 3, 4, or 5 of Section 19 Grievance Steps above shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.

## **20. HOURS OF WORK AND OVERTIME**

### 20.1 Hours of Work

- A. Except as may be otherwise provided by order of the Board of Supervisors, eight (8) to ten (10) hours of work shall constitute a day's work for all permanent, probationary full-time employees. Unless otherwise determined by the department, each workday shall include a lunch period of not less than thirty (30) minutes to be taken approximately mid-point during the workday. The lunch period shall not be considered part of the eight (8) to ten (10) hours of work, except in twenty-four (24) hour facilities where the employee continues to work during the lunch period.



- B. Holiday Adjusted Time - A Department Head, with the concurrence of the County Administrator, may establish a "Holiday Adjusted Time" program. If a fixed County Holiday falls on an employee's regularly scheduled workday the employee is granted eight (8) hours of paid holiday time or pro-rated if the employee is less than full-time. Holiday Adjusted Time may be granted, subject to the needs of the Department, to cover the balance of the employee's normal hours that exceed the eight (8) hours of holiday pay. For example, an employee on a 4/10 work schedule may be permitted to work an additional two hours in the same work week as a fixed County Holiday. Holiday Adjusted Time may not be worked outside of department's business hours unless authorized by the Department Head. An employee may combine an hour of Holiday Adjusted Time and available leave accrual to supplement the eight (8) hours of holiday pay. However, an employee may not take leave without pay if the employee has available leave accruals. This program excludes employees in the Group Counselor series or any classification assigned to a 24 hour by seven (7) days/week post position.

## 20.2 Workweek

- A. Except as may be otherwise provided, the official workweek shall be forty (40) hours of work in any seven (7) consecutive calendar days. The workweek schedule shall normally consist of five (5) workdays of eight (8) hours work each. However, Department Heads may establish workweek schedules, which differ from the normal schedule, upon recommendation of the Department Head and approval of the County Administrator and the Board of Supervisors. It shall be the duty of each Department Head to arrange the work of his/her department so that each employee therein shall work not more than forty (40) hours in any workweek; except, that a Department Head may require any employee of his/ her department to temporarily perform service in excess of forty (40) hours when public necessity or convenience so requires. See Section 8 of this MOU for provisions concerning overtime work.
- B. Alternative Workweek/Work Hours
1. The hours of work for County employees are established to ensure that efficient and effective services are delivered to County customers and clients. While the County's general hours of operations are specifically structured to support the needs of customers and clients, alternate work schedules can enhance the public's access to County services. In those cases where alternative work schedules have been or will be instituted, such alternate work schedule(s) will continue to be instituted and maintained based on the specific circumstances and factors which enhance public service, and may be specific to designated positions or work groups.
  2. Establishment of any new workweek/work hours shall require completion of any required meet and confer process and the recommendation of the Department Head and approval of the County Administrative Officer and

the Board of Supervisors. This Section does not restrict the ability of a Department Head to modify an individual employee's schedule, with notice to the Director of Human Resources or his/her designee.

### 20.3 Rest Period

Each employee shall be entitled to take one fifteen (15) minute rest period for each (4) hours of work performed by such employee in a workday. If not taken, such rest period is waived by such employee. Rest periods may not be combined with lunch periods; nor may they be moved to the beginning or ending of the workday. Authorized rest period time taken shall be counted as time worked.

### 20.4 Overtime

#### **A. Overtime Work Defined**

1. Overtime work, for employees assigned to an eight (8) hour day/ five (5) days per week, forty (40) hour work week, shall be defined as all work specifically authorized by the Department Head that is performed in excess of forty (40) hours per week. In those cases where an employee has requested and is granted an alternate work schedule, or has been assigned to an alternate work schedule, overtime is defined as all work performed in excess of eighty (80) hours in a two (2) week pay period. When employees who work in a 24-hour facility and who are regularly scheduled to work an eight hour shift, work more than twelve (12) consecutive hours, the hours over twelve (12) consecutive hours will be compensated at time and one half.
2. Employees who are required to work overtime, may, with supervisor approval, choose to flex their schedule within the same pay period, except as provided in Section 1 (c) below, or choose to be compensated by cash or CTO as provided in Section 8.A.3, below.
3. Employees assigned to an Alternate Work Schedule who are required to appear as a witness in court during off-duty hours in connection with regular duties as a County employee shall be required to flex their schedule within the same pay period, if scheduling permits and with supervisor approval. Overtime for court appearances in connection with regular duties as a County employee may be authorized by the Appointing Authority as provided in this Memorandum of Understanding if flexing schedule is not possible due to operational or other scheduling issues. However, if the employee is served with a subpoena requiring a court appearance within three days or less of the date of service, the employee shall receive compensation in accordance with overtime provisions in this MOU for the actual time required to be in attendance in court for County work-related appearances.

4. All employees “covered” under FLSA shall be paid for all time worked beyond the maximum allowable for appropriately assigned work periods at one and one half times their regular rate of pay.

**B. Application of Overtime**

1. If, in the judgment of a Department Head, work beyond the official forty (40) hour workweek is required, or eighty (80) hours in a two week pay period for employees assigned to an alternative work week, he/she may order such overtime work. This overtime work will be compensated for as provided in this Section.
2. Time worked as overtime shall not be counted as service time for purposes of employee benefits eligibility or accrual or probation or merit increase periods. Compensatory time off (CTO) taken by an employee may be used as part of the established workweek to earn employee benefits and to serve out probation and merit increase periods.
3. No Department Head may employ a person from outside the department as a substitute for an employee who is on compensatory time off. No Department Head shall assign an employee within the department as a substitute for another employee who is on compensatory time off, where such employee assigned received an increase in pay, as a result of such assignment. Within budget limitation, extra-help employees may be utilized to substitute for employees who are on compensatory time off.
4. No regular, probationary, or limited-term employee may be employed in one or more positions, full or part-time, more than a total of forty (40) hours per week, excepting authorized overtime, unless authorized by the Board of Supervisors. Nothing in this Section is to preclude an employee from temporarily serving in another capacity in the event of an emergency provided he/she has the approval of his/her Department Head.
5. Within the Probation Department, a sign-up list will be posted on Thursday or Friday each workweek in the Juvenile Hall on which individual Group Counselors may indicate their availability to work overtime the following week.
  - a. In the event overtime work is required, the appointing authority or his/her representative shall first offer such overtime to those Group Counselors who have volunteered by signing the overtime list, who are qualified to perform the overtime work involved.
  - b. In the event that an insufficient number of qualified Group Counselors volunteer to work the required overtime, the appointing authority may offer the required overtime to other qualified

employees or may require those qualified Group Counselors with the least amount of seniority to work such overtime.

6. When an employee, assigned to the Juvenile Detention Facility, is required to work a double shift with less than 12-hours' notice, the employee shall have the option, during the overtime shift, of taking either a 30 minute paid lunch period pursuant to Section 5 of the MOU, or taking a 30 minute unpaid lunch period at the beginning of the overtime shift, in order to leave the facility to obtain a meal.

**C. Overtime Payment**

1. Employees covered under FLSA (designated as 09) and assigned to a regular forty (40) hour work week shall be paid for all work in excess of forty (40) hours in a workweek at one and one-half times the regular rate of pay, however, employees may be granted CTO at the rate of one and one-half hours off for each hour worked in lieu of overtime payment with the concurrence of the appropriate departmental authority; except that employees shall have the option of determining the method of overtime payment (cash or CTO) for up to forty (40) hours of overtime worked in a fiscal year. For part-time employees these limits will be prorated based on the relationship his/her basic work week bears to forty (40) hours. In no case shall an employee be allowed to earn CTO for overtime worked if it would result in an aggregate CTO balance of more than 120 hours. For part-time employees this forty (40) hour limit will be prorated based on the relationship his/her basic work week bears to forty (40) hours.
2. Employees covered under FLSA (designated as 09) and assigned to an alternate work week shall be paid for all work in excess of eighty (80) hours in a pay period at one and one-half times the regular rate of pay, however, employees may be granted CTO at the rate of one and one-half hours off for each hour worked in lieu of overtime payment with the concurrence of the appropriate departmental authority; except that employees shall have the option of determining the method of overtime payment (cash or CTO) for up to forty (40) hours of overtime worked in a fiscal year. Additional overtime worked in a fiscal year, between forty (40) and eighty (80) hours, may, with supervisor concurrence, be compensated with CTO. For part-time employees these limits will be prorated based on the relationship his/her basic work week bears to forty (40) hours. In no case shall an employee be allowed to earn CTO for overtime worked if it would result in an aggregate CTO balance of more than 120 hours.
3. Employees who voluntarily work overtime on the graveyard shift at the Juvenile Detention Facility may elect, in lieu of cash payment, to apply an additional sixteen (16) hours of such graveyard overtime toward CTO. This would result in an employee being able to select the method of payment

(cash or CTO) for a maximum of fifty-six (56) hours in a fiscal year. This provision for an additional sixteen (16) hours of CTO does not apply to an employee who is mandated to work as a result of an unfilled shift. Time off on recognized fixed County Holidays shall be considered time worked for overtime calculation purposes.

4. When the County establishes new classifications, which are proposed to be assigned to a bargaining unit covered by this MOU, the County will offer to meet and confer with the Association regarding the appropriate overtime code designation for such new classifications.
5. Payment for overtime shall be separately itemized on the payroll certification.
6. Any CTO accumulated in excess of eighty (80) hours shall be taken off within the fiscal year in which it is earned. If the Department Head is unable to schedule sufficient time off during the fiscal year, the employees' accrual balance shall be reduced to eighty (80) hours at the beginning of the next fiscal year and employee paid for all hours reduced from his or her balance at the employee's applicable straight time rate in effect on the last full pay period in the outgoing fiscal year.
7. Compensatory time off taken by an employee shall be counted as time worked for purposes of overtime computation.
8. When an employee in a regular part-time position is required to work in excess of his/her regular work schedule during any week to cover seasonal peak workloads, emergency extra work loads of limited duration, necessary vacation relief and other similar situations, such work shall be compensated for at the employee's regular rate. For time worked in excess of forty (40) hours, the employee will be paid as provided in this Section.

## **21. NO STRIKE / NO LOCKOUT**

- A. The Association, its members and representatives, agree not to engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties during the term of this Memorandum of Understanding.
- B. The County agrees not to engage in any lockout during the term of this Memorandum of Understanding.

## **22. OTHER PROVISIONS**

### **22.1 Duties Imposed on Officers and Employees to be Performed, Staggering of Hours of Employment**

Nothing contained in this agreement shall prevent, relieve or otherwise excuse any County employee from the performance of any duty imposed upon him/her by law, the Solano County Code or other ordinance of this County, or from the rendering of service at such times and places as are necessary in order to properly perform the functions of his/her office or employment. County officers and heads of departments are empowered to stagger, rearrange and adjust the hours of employment of employees in such a manner as to enable them to keep their offices open at all times required.

### **22.2 Mileage Reimbursement**

#### **A. Amount of Reimbursement**

Employees who are authorized and use personal automobiles, vans, or trucks on official County business shall be eligible for reimbursement for such use based upon a flat rate per mile of County business use in accordance with the IRS rate. The deductible amount, not covered by the employee's insurance which becomes an actual expense to the employee because of an accident while on County business, and for which the employee is not cited, shall be reimbursed by the County up to a maximum of \$500.00 per accident. Necessary tolls and parking fees are also reimbursable. Claims for deductible reimbursements shall be documented. Reimbursement of Out-of-County trips shall not exceed the cost of reasonable public transportation; i.e., air, train, bus.

#### **B. Claims**

Each employee who wishes reimbursement for the authorized use of a personal vehicle on County business shall file a claim with his/her department utilizing the forms and procedures designated by the County Auditor–Controller.

#### **C. Authorized Use – Office County Business**

1. Authorization to use a personal vehicle on official County Business shall be obtained in advance from the employee's Department Head. Failure to obtain advance authorization may nullify the claim for reimbursement.
2. Authorization shall be made only for the purpose of necessary travel between work locations, less any personal use miles.
3. Personal use mileage includes commute miles to or from an employee's work site on a given day and any side trips or travel miles taken for reasons of personal business or other non-County business activities.

4. In those cases where an employee drives directly from his/her normal place of residence to the site of a meeting or another official purpose that is not at his/her regular work location, mileage reimbursement is allowable for the actual miles driven less any personal miles, and shall be for the shortest route. (For example, an employee living in Vacaville with a regular work site assignment in Fairfield, who drives to Sacramento and back home on County business would be eligible to receive mileage reimbursement to and from Sacramento via I-80 and connecting streets plus any parking fees less normal commute miles. The same employee driving to San Francisco and back home could claim the round trip mileage between Fairfield and San Francisco via I-80 plus parking fees and tolls.)
5. An employee at the end of a work schedule who drives from a regular work site to another County work location on official business, and then drives home, shall receive mileage reimbursement for the miles driven between the two County work locations.

D. Evidence of Insurance

Employees who use a personal vehicle on County business shall file evidence of insurance with the Department Head, which reflects the current level of coverage. Newly hired employees shall file evidence of insurance prior to operating a personal vehicle on County business.

**Required Coverage:**

1. Personal Injury: \$15,000 per person/\$30,000 aggregate.
2. Uninsured Motorist: \$15,000 per person/\$30,000 aggregate
3. Property Damage: \$5,000.

Employees may elect not to purchase either comprehensive or collision coverage on their vehicle, but the County's maximum liability for "deductible" claims in the event of non-recoverable loss because of lack of coverage shall be limited to a total of \$100.00 per accident.

22.3 Conflict of Interest

- A. County employees shall not engage in any activity, which constitutes a conflict of interest due to the nature, conditions, or some other aspect of the activity. Any officer or employee wishing to engage in any occupation or outside activity for compensation shall inform his/her Department Head, in writing and in advance, of the time required and the nature of such activity. It shall be the responsibility of each Department Head to ensure that employees in his/her department do not engage in any activity, which constitutes a conflict of interest. The Department Head shall issue an opinion to an employee if the employee's proposed activity



constitutes a possible conflict of interest within ten (10) working days from the date the Department Head received notice of the proposed activity.

- B. An employee who has followed this procedure will not be disciplined under the provisions of this section without such employee having received prior written notification of the possible conflict of interest. Disputes concerning this provision will be handled under the County's Grievance Procedure.

#### 22.4 Personnel Files

- A. The official personnel file for each County employee shall be maintained by the Human Resources Department. An employee, or his/her representative, shall have the right to review the employee's official personnel file in Human Resources by scheduling a specific date and time, with the Human Resources staff. The employee's representative must present written authorization from the employee prior to reviewing the file.
- B. A copy of any performance reviews, written reprimands, commendations, or disciplinary actions placed in the employee's personnel file will be provided to the employee by the employee's department at the time the material is sent to Human Resources for placement in the official file. The employee may be requested to acknowledge the receipt of any documents entered in to his or her personnel file. In the event the employee refuses to sign acknowledgement, the supervisor shall indicate such on the document. Any additional copies of documents from the employee's personnel file may be subject to reasonable charges in accordance with Human Resources Department and County policy. The employee may respond in writing through his/her Department Head to documents placed in the file. This response will be filed with the original document.
- C. Performance reviews and written reprimands shall only be placed in an employee's official personnel file if the employee has either signed and dated the document or a supervisor/manager has signed and dated it indicating the date the employee was given a copy and refused to sign it. Disciplinary action shall only be placed in the file after the employee has been provided a copy of the action.

### **23. SEVERABILITY**

If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdictions, or if compliance with or enforcement of any such provisions shall be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.



## **24. CONTRACTING OUT**

Prior to contracting out work which is customarily and routinely performed by employees in classifications covered by this Memorandum of Understanding, the County agrees to provide at least sixty (60) calendar days prior notice to the Association and to meet and confer on the impact of the contracting out.

## **25. LABOR MANAGEMENT COMMITTEE**

The parties agree that Joint Labor Management Committees (LMC) can further the development of effective communications and relationships between labor and management. To effectuate more effective communications and working relationships, a LMC may be formed in a department by the mutual agreement of the Department Head and the Association. Meetings of the LMC shall be scheduled by mutual agreement and with advance notice of the issues to be discussed.

## **26. FULL UNDERSTANDING**

The parties acknowledge that each has had the unlimited right and opportunity to raise, discuss, and meet and confer with the other on all matters within the scope of representation and that the agreements reached between the parties are fully set forth herein in writing. There are no agreed upon terms, promises, binding practices, or conditions except as expressly set forth in this Agreement. Except as otherwise mandated by applicable state or federal law, the employees' entitlement to economic rights and benefits of County employment derive exclusively from the express terms of this Agreement. Pursuant to this Article, the County may from time to time provide employees with additional economic benefits and may regulate employee conduct through its Personnel Policies as they currently exist or as the County may revise them from time to time.



## **APPENDIX A – CLASSIFICATION LISTING**

**Regular and limited-term classifications represented under this agreement are:**

Deputy Probation Officer  
Deputy Probation Officer (Entry)  
Deputy Probation Officer (Senior)  
Group Counselor  
Group Counselor (Entry)  
Group Counselor (Senior)

## APPENDIX B – SALARY SCHEDULE

The present approximate monthly pay rate for the represented classifications are:

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Dep Probation Officer	5,456.51	5,729.34	6,015.81	6,316.60	6,632.43
Dep Probation Officer (Entry)	4,723.26	4,959.42	5,207.39	5,467.76	5,741.15
Dep Probation Officer (Senior)	6,281.85	6,595.94	6,925.74	7,272.02	7,635.62
Group Counselor	4,723.26	4,959.42	5,207.39	5,467.76	5,741.15
Group Counselor (Entry)	4,091.05	4,295.61	4,510.39	4,735.91	4,972.70
Group Counselor (Senior)	5,456.51	5,729.34	6,015.81	6,316.60	6,632.43

1. Effective the later of November 17, 2019 or the beginning of the first pay period following the Board of Supervisors' adoption of the collective bargaining agreement, the base wage rates set forth in this Appendix B, will increase by three percent (3%) of the base wage rates in effect the day before such increase takes effect.
2. Effective concurrent with the wage increase described in paragraph 1 above, employees in the Group Counselor series (entry, journey, senior) shall receive a wage increase of one and half percent (1.5%) as an equity adjustment, which shall be cumulative and not compounded (e.g. 3% + 1.5% = 4.5%).
3. Effective the beginning of twenty-sixth (26th) pay period following the wage increase set forth in this Appendix B, paragraph 1 and 2 above, the base wage rates will increase by three percent (3%) of the base wage rates in effect the day before such increase takes effect.
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 two percent (2%) of the base wage rates in effect the day before such increase takes effect.
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 September 4, 2022 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.

Note: The hourly rate is calculated by multiplying monthly pay rate by twelve (12) months and dividing that value by two thousand eighty (2,080) hours.

## **APPENDIX C – Cost Sharing of PERS 2% @ 50 Retirement Formula**

### **SPPOA and the County of Solano**

**March 13, 2002**

The PERS retirement enhancement provided for the 2% @50 formula in July 2002. Therefore, the cost of this benefit as established by PERS (\$10,150,111) was the responsibility of the employees. The County agreed to allow the employees to pay for this plan enhancement in the form of a payroll deduction with the cost amortized over the next 20 years. This payment is in the form of a percentage deduction made from the paycheck of each employee in the unit, until the above-established cost has been recovered based on the following:

#### **Probation 2% @ 50 Formula**

1. Based on the CalPERS corrected valuation dated February 26, 2002, the total cost of the benefit amendment is \$10,150,111.
2. For purposes of the initial implementation, the first employee deduction will be made on July 26, 2002 based on July 7, 2002 effective date of the CalPERS amendment.
3. In December of each year the County will calculate the amount due for the subsequent calendar year with a cap of 5%. Below is the formula for the calculation:
4. Total cost divided by 20 years = annual amount of pay back.
5. Divide the annual amount of payback by the average number of employees for the previous year = the annual per employee pay back.
6. Divide the annual per employee pay back by the number of pay periods for that calendar year = average pay back per employee per pay period
7. Divide the average pay back per employee per pay period by the average per pay period gross salary = the percentage of gross per pay period salary deducted from each probation employee. The percentage deducted may be 5% or less.
8. Any change in the percentage amount to be deducted from the employee's paycheck will be adjusted in the first pay period in January.
9. This agreement resolves any outstanding grievances regarding safety retirement for Probation employees.

## APPENDIX D – Closure to Facilities to Achieve Cost Reduction

Situation	Result	Comments
Full-time (F-T) employees	Pay is reduced by 4.0 hours.  4.0 hours credited to furlough leave accruals.	
SDI integration	Integrate leave accruals up to employee's Full Time Equivalency (FTE) less furlough hours.	Examples: F-T EE normally works 80 hours/pay period minus 4 furlough hours = integrate up to 76 hours.  P-T EE normally works 40 hours/pay period minus 2 furlough hours = integrate up to 38 hours.
Workers' Compensation integration.	Same as SDI integration.	See examples under SDI integration.
Leave without pay for partial pay period	Pay is reduced by 4.0 hours (or pro-rated if part-time employee).  4.0 hours credited to furlough leave accruals.	Furlough hours based on EE's normal FTE (not pro-rated based on hours worked).
Various shifts (4/10, 9/80)	Pay is reduced by 4.0 hours.  4.0 hours credited to furlough leave accruals.  If furlough is day off, another day is taken as furlough.	
Promotion/Demotion	Pay is reduced by 4.0 hours.  4.0 hours credited to furlough leave accruals.	No effect on number of furlough hours unless there is a change in FTE.
Taxes	Taxes are withheld on the reduced salary.	
New hires (working less than 80 hours 1 <sup>st</sup> pay period)	Furlough hours pro-rated based on scheduled number of hours to be worked.	Example: EE starts work Tuesday after Monday holiday (works 72

Situation	Result	Comments
	Furlough hours credited to furlough leave accruals.	hours of pay period) = 90% of pay period. 4.0 furlough hours x 90% = 3.6 hours credited to furlough leave accruals and pay reduced by 3.6 hours.
Holidays	No change.	EE must be in a paid status the day before and the day after the holiday to be compensated for the holiday.
Retirement deductions	Reduction in earnings due to furlough will reduce reportable earnings and reduce PERS deductions.	Retirement deductions taken based on reduced salary.
Retirement benefits	Retirement allowance calculated using the average monthly full-time <b>pay rate</b> (final compensation) reported to CalPERS for the highest 12 consecutive months of employment.	Furlough does not change pay rate. However, furlough could reduce special compensation amounts that are paid as a factor of earnings. In some cases final compensation could be reduced, but only for members with earnings-based special compensation whose highest 12 month period at retirement includes furlough time.
Health insurance contributions	No change.	As long as EE is in a paid status in the pay period, health insurance contributions will be made.
Leave accruals	No change.	Normal leave accruals will be earned.
Terminations	Employee is paid for any furlough hours accrued and not used.	Treated the same as vacation leave balance.
Differentials (% of actual earnings)	Differentials paid as a factor of earnings will be reduced based on reduced earnings.	Example: longevity pay.
Differentials (flat amount or % of pay rate)	No change.	Example: POST pay or shift differential.
Part-time employees	Furlough reduction will be pro-rated based on FTE.	

Situation	Result	Comments
Change from FT - PT	Same as part-time employees' language.	
Change from PT - FT	Same as full-time employees' language.	
Voluntary Time Off (VTO)	<p>Same as full-time employees' or part-time employees' language.</p> <p>If furlough day falls on day off, another day is taken as furlough.</p>	The employee will be treated as any other full-time or part-time employee.
Not enough accrued furlough to cover furlough day	Use applicable leave balances. If no leave balances available, record leave without pay hours.	





# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	8	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Resolution	<b>Department:</b>	Human Resources
<b>File #:</b>	19-779	<b>Contact:</b>	Marc Fox, 784-2552
<b>Agenda date:</b>	10/08/2019	<b>Final Action:</b>	
<b>Title:</b>	Adopt a resolution approving a successor collective bargaining agreement between Solano County and Unit 15 - Probation Supervisors represented by Solano Probation Peace Officer Association		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Resolution, B - MOU for Unit 15		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ☐ No ☒  
Public Hearing Required? Yes ☐ No ☒

### **DEPARTMENTAL RECOMMENDATION:**

The Director of Human Resources recommends that the Board of Supervisors adopt a resolution approving a successor collective bargaining agreement between the County and Unit 15 - Probation Officers represented by Solano Probation Peace Officer Association.

### **SUMMARY:**

The County and Solano Probation Peace Officer Association have an existing collective bargaining agreement which expires on November 4, 2019. Representatives from the County and Solano Probation Peace Officer Association have met and conferred in good faith regarding the terms for the successor collective bargaining agreement. The County and Solano Probation Peace Officer Association reached a total tentative agreement for the successor collective bargaining agreement, for a term through October 21, 2022. The employees represented by Solano Probation Peace Officer Association have ratified the terms of the successor collective bargaining agreement and the final step is the Board of Supervisors' approval.

### **FINANCIAL IMPACT:**

Adoption of the new collective bargaining agreement for Solano Probation Peace Officer Association is projected to increase payroll costs by a total of \$561,450 during the term of the agreement (effective October 6, 2019 through October 21, 2022). Of this total cost, \$63,837 is during Fiscal Year 2019/20, \$112,246 is during Fiscal Year 2020/21, \$166,425 is during Fiscal Year 2021/22, and \$218,942 is during Fiscal Year 2022/23 (through October 21, 2022).

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

**DISCUSSION:**

Representatives of the County and Solano Probation Peace Officer Association have met and conferred in good faith on the changes to the collective bargaining agreement on wages, hours and other terms and conditions of employment.

The parties have agreed on the following changes:

1. **TERM OF THE AGREEMENT:** The collective bargaining agreement will be effective November 5, 2019 through October 21, 2022.
2. **WAGES:** During Fiscal Year 2019/20 employees receive a three percent (3%) wage increase effective November 17, 2019.

During Fiscal Year 2020/21 employees receive a three percent (3%) wage increase effective November 15, 2020.

During Fiscal Year 2021/22 employees receive a two percent (2%) wage increase effective November 28, 2021, a one percent (1%) wage increase effective May 29, 2022, and a one percent (1%) wage increase effective September 4, 2022.

In addition, payable on January 17, 2020, all active employees as of December 29, 2019, will receive a one-time lump sum payment of nine hundred dollars (\$900.00), with said payment not subject to CalPERS reporting of benefits. Part-time employees in this bargaining unit will receive a pro-rata amount based on his/her full-time equivalence.

3. **HEALTH INSURANCE/CAFETERIA PLAN:** The County receives health insurance through CalPERS' Public Employees' Medical and Hospital Care Act (PEMHCA, or PERS Health Program). The County's maximum premium contribution for health insurance/cafeteria plan is set at 75% of the PEMHCA Region 1 Kaiser Permanente family rate for benefits effective for 2019, 2020, 2021, and 2022. In addition, employees who elect employee plus two or more dependents coverage receive an additional \$50 per month.
4. **OTHER PAID HOLIDAYS:** Effective January 1, 2020, employees in Bargaining Unit 15 will receive the afternoon of December 24th (Christmas Eve Day) and December 31st (New Year's Eve Day) as paid holidays.
5. **OTHER ITEMS:**
  - Effective July 1, 2020, the County will increase the maximum tuition reimbursement from \$1,100 to \$2,000 per year.
  - The County has established a Personal Effects Damage Reimbursement Program.
  - The County has established a Leave Contribution Program.
  - The County has established a Holiday Adjusted Time Program.

A copy of the collective bargaining agreement is attached. Some minor, non-substantive corrections were made to the collective bargaining agreement by the County and Solano Probation Peace Officer Association.

**ALTERNATIVES:**

The Board of Supervisors could elect to not adopt the collective bargaining agreement between the County and Solano Probation Peace Officer Association. However, this option is not recommended as the parties

have met and conferred in good faith pursuant to the Meyers-Milias-Brown Act and have reached agreement, and the new agreement was negotiated within the parameters previously provided by the Board to the County's negotiating team. Additionally, employees represented by Solano Probation Peace Officer Association have ratified the terms for the collective bargaining agreement.

**OTHER AGENCY INVOLVEMENT:**

Negotiations of the collective bargaining agreement were through a collaborative effort by the County and Solano Probation Peace Officer Association.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2019 - \_\_\_\_

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS  
APPROVING THE MEMORANDUM OF UNDERSTANDING WITH UNIT 15 - PROBATION  
SUPERVISORS REPRESENTED BY SOLANO PROBATION PEACE OFFICER ASSOCIATION**

**Whereas**, Solano Probation Officer Association are, represents the employees in Bargaining Unit 15 (Probation Supervisors) within the County; and

**Whereas**, the County and Solano Probation Officer Association are required under the Meyers-Milias-Brown Act to meet and confer in good faith regarding wages, hours and other terms and conditions of employment; and

**Whereas**, the County of Solano and Solano Probation Officer Association are, having met and conferred in good faith reached a total tentative agreement on successor collective bargaining agreement for Unit 15 – Probation Supervisors; and

**Whereas**, the successor collective bargaining agreement has been ratified by the membership of Solano Probation Officer Association and the Board of Supervisors is required to ratify the successor collective bargaining agreement.

**Resolved**, the Solano County Board of Supervisors hereby enact the following:

1. Approve the Memorandum of Understanding with Solano Probation Officer Association for Unit 15 – Probation Supervisors; and
2. Authorize the Director of Human Resources to make any technical corrections.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on October 8, 2019 by the following vote:

AYES:           SUPERVISORS           \_\_\_\_\_

NOES:           SUPERVISORS           \_\_\_\_\_

EXCUSED:       SUPERVISORS           \_\_\_\_\_

\_\_\_\_\_  
ERIN HANNIGAN, Chairwoman  
Solano County Board of Supervisors

ATTEST:

BIRGITTA E. CORSELLO, Clerk  
Solano County Board of Supervisors

By \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk

# **MEMORANDUM OF UNDERSTANDING**

## **COUNTY OF SOLANO**

**for  
Unit #15**

## **PROBATION SUPERVISORS**

**Represented by  
Solano Probation Peace Officer Association**

**November 5, 2019 – October 21, 2022**

## Table of Contents

<b>PREAMBLE.....</b>	<b>5</b>
<b>1. RECOGNITION.....</b>	<b>5</b>
<b>2. TERM.....</b>	<b>6</b>
<b>3. UNION SECURITY AND UNION RIGHTS .....</b>	<b>6</b>
<b>4. COUNTY MANAGEMENT RIGHTS .....</b>	<b>10</b>
<b>5. SALARY AND OTHER COMPENSATION .....</b>	<b>10</b>
5.1 Salary Ranges .....	10
5.2 Pay for New Employees .....	10
5.3 Salary Upon Re-Employment.....	10
5.4 Merit Increases within Grade .....	11
5.5 Salary Upon Promotion .....	12
5.6 Salary Upon Transfer .....	13
5.7 Salary Upon Demotion.....	13
5.8 Reserved (Not Currently Used).....	13
5.9 Longevity Compensation .....	13
5.10 Working Out of Class .....	14
5.11 Changes in Salary Allocation.....	16
5.12 Overpayment / Underpayment .....	16
<b>6. BENEFITS .....</b>	<b>18</b>
6.1 Medical Insurance.....	18
6.2 Retiree Medical Insurance .....	18
6.3 Cafeteria Plan .....	18
6.4 Dental Insurance.....	20
6.5 Vision Insurance.....	20
6.6 Life Insurance.....	21
6.7 Deferred Compensation Program .....	21
6.8 Short Term Disability Insurance.....	22
6.9 Long Term Disability Insurance.....	23
6.10 Retirement.....	23
6.11 Social Security and Medicare.....	25
6.12 Education Reimbursement .....	25
6.13 Reserved (Not Used Currently).....	29
6.14 Limited Extra Help Benefits .....	30
6.15 Uniforms .....	30
<b>7. SAFETY AND WORKERS' COMPENSATION .....</b>	<b>32</b>
7.1 Safety .....	32
7.2 Workers' Compensation.....	32
7.3 State Disability Insurance and Temporary Light Duty Assignment for Injured Employees.....	34
<b>8. INCENTIVES AND DIFFERENTIALS .....</b>	<b>35</b>
8.1 Bilingual Pay Differential .....	35

8.2	Shift Differential.....	37
8.3	Standby and Call Back Pay Differential.....	37
<b>9.</b>	<b>LEAVES AND AUTHORIZED TIME OFF .....</b>	<b>38</b>
9.1	Vacation.....	38
<b>10.</b>	<b>SICK LEAVE.....</b>	<b>40</b>
<b>11.</b>	<b>LEAVE CONTRIBUTION PROGRAM .....</b>	<b>42</b>
<b>12.</b>	<b>BEREAVEMENT LEAVE .....</b>	<b>44</b>
<b>13.</b>	<b>OTHER LEAVES .....</b>	<b>44</b>
13.1	Maternity Leave.....	45
13.2	Family Leave .....	45
13.3	Jury Duty.....	45
13.4	Time Off for Blood Donation .....	45
13.5	Time Off for Promotional Examination .....	46
13.6	Military Leave of Absence .....	46
13.7	Leave of Absence without Pay.....	47
<b>14.</b>	<b>HOLIDAYS .....</b>	<b>49</b>
14.1	Eligibility.....	49
14.2	Holiday Compensation.....	49
14.3	Holidays .....	49
<b>15.</b>	<b>PROBATION PERIOD/RETREAT TO VACANT POSITIONS .....</b>	<b>50</b>
15.1	Probation Period.....	50
15.2	Retreat to Vacant Positions .....	52
15.3	Twenty-Four (24) Months Continuous Service.....	52
<b>16.</b>	<b>LAYOFF .....</b>	<b>53</b>
<b>17.</b>	<b>FURLOUGHS.....</b>	<b>53</b>
<b>18.</b>	<b>DISCIPLINARY ACTION.....</b>	<b>56</b>
18.1	Procedure .....	56
18.2	Appeal Process.....	56
18.3	Disciplinary Action Appeal Process – Not to the Civil Service Commission.....	57
<b>19.</b>	<b>GRIEVANCES .....</b>	<b>58</b>
19.1	Definition .....	58
19.2	Purpose.....	58
19.3	Steps .....	59
19.4	Timeliness of Grievances and Responses .....	61
19.5	Compensation Complaints.....	61
19.6.	County Code and Civil Service Commission.....	61
<b>20.</b>	<b>HOURS OF WORK AND OVERTIME .....</b>	<b>62</b>
20.1	Hours of Work.....	62
20.2	Workweek.....	62
20.3	Rest Period.....	63
20.4	Overtime.....	63

<b>21. NO STRIKE / NO LOCKOUT .....</b>	<b>67</b>
<b>22. OTHER PROVISIONS .....</b>	<b>67</b>
22.1 Duties Imposed on Officers and Employees to be Performed, Staggering of Hours of Employment .....	67
22.2 Mileage Reimbursement .....	67
22.3 Conflict of Interest .....	69
<b>23. SEVERABILITY .....</b>	<b>70</b>
<b>24. CONTRACTING OUT.....</b>	<b>70</b>
<b>25. LABOR MANAGEMENT COMMITTEE .....</b>	<b>70</b>
<b>26. FULL UNDERSTANDING .....</b>	<b>70</b>
<b>APPENDIX A – CLASSIFICATION LISTING .....</b>	<b>73</b>
<b>APPENDIX B – SALARY SCHEDULE .....</b>	<b>74</b>
<b>APPENDIX C – Cost Sharing of PERS 2% @ 50 Retirement Formula .....</b>	<b>75</b>
<b>SIDE LETTER OF UNDERSTANDING .....</b>	<b>79</b>



## **MEMORANDUM OF UNDERSTANDING**

### **Unit #15, Probation Supervisors – Solano Probation Peace Officer Association**

#### **PREAMBLE**

This **AGREEMENT**, hereinafter referred to as the Agreement, entered into by the **COUNTY OF SOLANO**, hereinafter referred to as the County, and **SOLANO PROBATION PEACE OFFICER ASSOCIATION**, hereinafter referred to as the Association, has as its purpose the promotion of harmonious labor relations between the County and the Association; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

Representatives of the County of Solano and the Solano Probation Peace Officer Association have met and conferred in good faith regarding wages, hours and other terms and conditions of employment, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

The legal relationship between the Solano Probation Peace Officer Association (“Association”) and the County of Solano (“County”) is governed by the Meyers-Milias-Brown Act (California Government Code sections 3500, et. seq.), the County’s Employer-Employee Relations Rules and Regulations, the Civil Service Rules, and this Memorandum of Understanding. Whenever this Memorandum of Understanding contains a provision relating to the subject matter that is also referred to in the Civil Service Rules or any other county ordinance, policy or regulations, the provisions of this Memorandum of Understanding shall prevail.

The term “Agreement” as used herein means the written agreement provided for under Section 3505.1 of the Government Code.

#### **1. RECOGNITION**

- A. The County recognizes the Association as the recognized employee organization for:

##### **Unit #15, Probation Supervisors**

Classifications represented under this Agreement are identified in Appendix A.

- B. The Association recognizes the Director of Human Resources or his/her designee as the County’s designated representative for negotiations.

## **2. TERM**

This Memorandum of Understanding shall be effective the later of November 5, 2019 or on the date it is adopted by the Board of Supervisors, except for those provisions of this Memorandum of Understanding which have been assigned other effective dates and shall remain in full force and effect up to and including October 21, 2022.

## **3. UNION SECURITY AND UNION RIGHTS**

- A. **UNION DUES** The parties to this Memorandum of Understanding mutually understand and agree all employees subject to this agreement have the right to join or not join the Association.
- B. The parties to this Memorandum of Understanding mutually understand and agree all employees subject to this agreement have the right to join or not join the Association. Any Unit employee who has a dues deduction authorization on file with the Auditor Controller's Office as of June 27, 2018 shall be deemed to have signed up for union deductions.
- C. Employees may sign up for Payroll Deductions of Association dues with the Association. The Association will certify changes or new authorizations for dues deductions from members of the Association, in an electronic data file to be transmitted to the County's Auditor Controller's Office – Payroll Bureau. If employees opt for such deduction, it is understood that the dues will be deducted starting from the first day of the pay period following receipt of the certification and shall continue for the duration of this agreement, or until:
  - 1. the last day of the last pay period following the transfer, promotion, or demotion of the employee to a unit represented by another recognized employee organization or to a class not contained in a represented unit; or,
  - 2. the end of the pay period following notification from the Association to the County to cease deducting Association dues, or a later date as specified by the Association (to coincide with the end of a pay period).
- D. It shall be the sole responsibility of the Association to procure and enforce payroll deductions of dues.
- E. The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding from future earnings will be made to cover the pay period. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Association dues.

F. Payroll deductions shall not be retroactive.

G. **PAYROLL DEDUCTIONS AND PAYOVER** - The County shall deduct Association dues from employee's pay in conformity with State and County regulations. The County shall promptly pay over to the designated payee all sums so deducted.

1. The County will provide a list of employees newly hired into regular positions to the Association on at least a monthly basis.
2. The County agrees to provide a payroll deduction for members to make a voluntary bi-weekly contribution to the Association's designated Legal Defense Fund.
3. The County will provide information on employees name, department, unit, and classification on an annual basis.

H. **PROGRAMMING FEE** - The Association shall reimburse the County for actual, reasonable, and necessary costs, if any occur, of reprogramming in order to implement this agreement. Such costs shall not exceed each Association's prorated share of such costs to be determined by dividing the total number of each Association's represented employees by the total number of County employees and by multiplying this quotient times the total cost.

I. **HOLD HARMLESS** - The Association shall indemnify, defend, and hold harmless the County and its officers, employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Section. In no event shall the County be required to pay from its own funds Association dues, service fees or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

J. **RELEASE TIME** - The County will allow the elected Association president (or designee if the president is on vacation or otherwise unavailable) up to four (4) hours per pay period of paid time away from work to conduct Association business. The President (or designee) shall obtain permission from his/her immediate supervisor prior to leaving work, in accordance with departmental policy. Any expenses incurred by the President (or designee) shall be borne by the Association. Reasonable adjustment shall be made to the President's workload to accommodate the release time provided for Association business. In return, the President (or designee) will make every reasonable effort to provide his/her supervisor and department director with his/her release time needs seven (7) calendar days in advance.

The Association may designate a reasonable number of stewards to assist in resolving grievances. Employees designated as stewards may be relieved from their assigned duties by their supervisor to assist an employee to investigate and present a grievance provided the release time is scheduled for reasonable times agreeable to all parties. The County shall provide eight (8) hours paid release time per year for newly appointed stewards and four (4) hours paid release time for all other stewards for the purpose of Association training in cooperative employer-employee relations techniques. Prior to the training, the Association shall provide to the Director of Human Resources or his/her designee an outline of training topics and the schedule of training dates.

The Association shall annually, in January, provide an updated list of stewards, if any have been appointed to the Director of Human Resources. The Association shall inform the Director of Human Resources, or designee, in writing of any additions or deletions of individual stewards within fourteen (14) calendar days of such a change.

The Association may directly reimburse the County for an employee's salary and benefits while the employee is on County approved leave of absence for Association related business. The Association shall indemnify and hold harmless the County for any County liability and/or loss under this paragraph.

**K. Human Resources New Employee Orientation**

1. A representative of the Recognized Employee Organization (Association) shall be permitted thirty (30) minutes to meet with employees of the bargaining unit at the beginning of the New Employee Orientation conducted by Human Resources (HR).
2. The County shall advise the employee organization of the dates and times at which the Association Representative can present to employees covered by their bargaining unit. Such notice shall be provided no later than ten (10) days before the scheduled orientation.
3. The Association Representative shall advise the County five (5) days prior to the scheduled HR New Employee Orientation if it will be meeting and presenting information to the employees. Failure to provide notice of its intent to present will result in the Association waiving its right to present at the meeting.
4. No later than two (2) days prior to any scheduled New Employee Orientation for which the Association has provided notice of its intention to present, the County shall provide a list to the Association that includes the names, job titles, and

departments of all new employees within the bargaining unit who are expected to attend the orientation.

5. If the Association representative is not available to present at its designated time slot, the Association will be deemed to have waived its right to present at that meeting. No additional time or rescheduling will be afforded.
6. If multiple bargaining units attend HR's New Employee Orientation, each group will meet with employees of the bargaining group at the same time. Separate meetings rooms may be provided but are not guaranteed; however, groups will be divided into "break-out" sessions in the room and/or close proximity to the room scheduled for new employee orientation.
7. The employees shall have the sole option to meet with the Association during this time or may take the time to review County policies or other materials as provided by the County associated with the new employee orientation.
8. The Association agrees to stay within its designated time period and will not cause a delay to the new employee orientation schedule. For example, if the Association representative is scheduled to present from 9:00a.m.-9:30a.m., and s/he arrives at 9:20a.m., the Association representative shall have from 9:20a.m. - 9:30a.m. to present. If the Association representative arrives at 9:35, s/he will have waived their opportunity to present to the group. No additional time or rescheduling will be afforded.
9. The Association may provide copies of Association materials to employees within its bargaining unit during HR's New Employee Orientation. The Association is responsible for producing, copying and distributing materials to employee. If the Association Representative confirms its attendance at the meeting, this provision shall relieve the County from any other provision requiring the County to distribute Association materials.
10. The Association may discuss only the following topics during the new employee orientation:
  - a. The structure of the Association
  - b. How to contact the Association and/or Association stewards
  - c. Association's role in collective bargaining
  - d. Benefits of Association membership

11. The Association agrees to not disparage the County and/or its supervisors or management during this meeting.

#### **4. COUNTY MANAGEMENT RIGHTS**

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. The exclusive rights of the County also include, but are not limited to the right to direct its employees; to hire, promote, demote, transfer, assign, classify, layoff and retain employees in positions within the County; to take disciplinary action against its employees for proper cause; to determine the methods, means and personnel by which the County's operations are to be conducted; to determine its budget, organization, and merits, necessity and level of any activity or service provided to the public, and to take whatever action is necessary in emergency situations. The exercise of such rights shall not preclude employees or their representatives from consulting in advance with management representatives about the practical consequences that decision on these matters may have on wages, hours, and other terms and conditions of employment.

#### **5. SALARY AND OTHER COMPENSATION**

##### 5.1 Salary Ranges

Salary ranges for classifications represented by the Association are listed in Appendix B of this agreement. Employees shall be paid every other Friday.

##### 5.2 Pay for New Employees

Normally new employees shall be appointed at the recruiting step of the salary range in effect for the particular class of position to which the appointment is made.

The Department Head/appointing authority may authorize that a particular position be filled at step one, two or three following guidelines issues by the Department of Human Resources. Requests for appointments at step four or five must be approved by the director of Human Resources.

##### 5.3 Salary Upon Re-Employment

- A. A former employee, off probation at the time of separation, who is reemployed in the same class or in a lower class in the same series, within two (2) years, may upon the request of the head of the department in which they are being reemployed and approval of the Director of Human Resources or his/her designee, be appointed at some step higher than the recruiting step not to exceed one (1) step lower than the

step they occupied at the time of their separation. Subsequent merit increases shall follow the normal time period progression between steps.

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

#### 5.4 Merit Increases within Grade

- A. Merit increases shall not be automatic but shall be given only upon the recommendation of the Department Head or designee.
- B. The merit increase eligibility dates for every employee hired or promoted into classifications in this unit on or after November 22, 2011, shall be the first day of the pay period following completion of 26 full pay periods.

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

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

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



- C. An employee in a regular part-time position shall be treated identically to the employee in the regular full-time position; except, that he/she shall be granted merit increases in the same proportion as the employee's hours of work relate to the hours of work of a regular full-time position.
- D. Advancement within a salary range is not automatic for merely completing a specific period of service but rather based on merit as documented on a performance evaluation form prescribed by the Director of Human Resources or his/her designee. The merit increase shall consist of one step on the salary schedule for the class. A performance evaluation must be submitted within six (6) pay periods following the employee's performance evaluation eligibility date. If the supervisor fails to render a performance evaluation within the specific timeframe, then the employee's overall performance shall be assumed to be satisfactory and the employee shall receive, if available, a salary step increase.
- E. In the event an employee receives an overall rating of either unacceptable or improvement needed on his/her evaluation, such employee must be re-evaluated no later than six (6) pay periods following the scheduled merit increase eligibility date. If the employee shows no improvement, the appointing authority will comment on any action to be taken. Such evaluation shall be on forms and under procedures prescribed by the Director of Human Resources or his/her designee.
- F. If, in the Department Head's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date, and a deferment of a decision accompanied by an intensive effort at improved performance might be productive, the Department Head shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. A merit increase may be deferred only once for any given step for the class. The responsibility for reopening the matter by submitting another merit rating and recommendation shall lie with the Department Head. The employee must be re-evaluated six (6) pay periods following the scheduled merit increase eligibility date, but in any event, the merit increase must be granted or denied prior to the deferment date, supplemented by a structured merit rating, which has been discussed with the employee. The employee's merit increase eligibility date shall not be changed by such deferment.
- G. Should an employee's merit increase eligibility date be overlooked through an error, and upon discovery of the error, the employee is recommended for merit increase, the Auditor-Controller shall compensate the employee for the additional salary he/she would have received dating from the merit increase eligibility date.

### 5.5 Salary Upon Promotion

Any regular, probationary, or limited-term employee who is promoted to a position with a higher salary range (top step) shall receive the recruiting step for the class or such higher amount as would constitute at least a five percent (5%) increase over the salary received



prior to the promotion, not to exceed the top step of the new classification. When circumstances warrant, the Director of Human Resources, or his/her designee, may authorize the filling of the position at a step within the new salary range that is greater than the minimum increase set forth above. The effective date of all promotions shall coincide with the first day of the pay period.

#### 5.6 Salary Upon Transfer

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

#### 5.7 Salary Upon Demotion

- A. When a regular employee is demoted for reasons of unsatisfactory performance, the employee's salary shall be reduced one-step, or he/she shall receive the maximum step of the new class, whichever is lower. His/her merit increase eligibility date shall be the first day of the pay period following completion of the number of pay periods service which corresponds with the required period of service as is governed by this Memorandum of Understanding.
- B. When a regular employee in good standing is demoted as an accommodation for ADA purposes or reasons other than unsatisfactory performance he/she shall receive the highest salary in the new classification that does not exceed his/her rate of pay immediately prior to demotion. The merit increase eligibility date to which he/she was entitled prior to demotion shall be retained.
- C. When a probationary employee is demoted to a class not previously occupied by the employee, he/she shall receive the recruiting salary for the lower class and shall receive a new merit increase eligibility date as provided by the provisions of this Memorandum of Understanding. A promotional probationary employee demoted to a class formerly occupied in good standing shall retain the step status, probationary status and merit increase eligibility date that would have been achieved if he/she would have remained in the lower class.

#### 5.8 Reserved (Not Currently Used)

#### 5.9 Longevity Compensation

- A. All employees employed in regular or limited-term full-time positions, upon the completion of ten (10) years continuous full-time service, shall be entitled to a two and one-half percent (2.5%) increase in compensation; additionally, employees who complete twenty (20) years of continuous full-time service, shall be entitled to an additional two and one-half percent (2.5%) increase in compensation ( a total of 5%) additionally, after twenty-five (25) years of continuous full-time service, an additional two and a half (2.5%) percent increase in compensation ( a total of

7.5%) additionally, employees who complete (30) years of continuous full-time service, shall be entitled to an additional two and one-half (2.5%) percent increase in compensation ( a total of 10%) additionally effective the beginning of the pay period following Board of Supervisors adoption of this MOU, employees who complete (35) years of continuous full-time service shall be entitled to an additional two and one-half (2.5%) percent increase in compensation (a total of 12.5%)\_over the rate for the class in which employed.

- B. All employees employed in regular or limited-term part-time positions, shall be entitled to longevity compensation in the same ratio to the longevity compensation received by employees in regular or limited-term full-time positions as the number of hours in the part-time work schedule is to the number of hours in the full-time work schedule.
- C. Upon qualifying for longevity increase, any further pay increase shall be in the addition thereto, and not restricted or reduced by reason of the longevity increase.

#### 5.10 Working Out of Class

- A. It is the intent of this article to provide appropriate compensation to employees working out-of-class from the beginning of the third pay period of such assignment and continuing for the duration of such assignment.

A working out-of-class assignment occurs when an employee receives a formal, written assignment by a department head to perform the majority of the work characteristics of a higher paying classification.

- B. With prior approval from the Director of Human Resources or his/her designee, a Department Head may assign an employee the duties of another position in a higher classification when the following requirements are met:

1. The vacant position is specifically allocated to the department.
2. The assignment will require the duties of the position to be performed by the individual for a period of not less than two (2) pay periods.
3. The employee meets the minimum qualifications identified in the job description of the classification being assigned. In the event no employee is identified for the work out of class assignment who meets the minimum qualification of the position, the Department Head may request the approval of a written waiver of this requirement from the Human Resources Director.

Such temporary assignment shall not be considered a promotion. That individual shall receive the recruiting salary for the class or such higher amount as would constitute at least a one (1) step increase on the grade over

the salary received prior to the assignment not to exceed the top step of the new grade.

- C. If the employee is eligible for a merit increase in the class occupied prior to the temporary assignment, such employee will be eligible for a rate increase on the temporary assignment class grade provided, however, such increase in the prior class would result in more than the rate being earned on temporary assignment.
- D. Employee Process to Request Working Out of Class Pay

1. **Informal Steps**

- a. An employee who believes he/she is working out of class must raise it with the Department Head in writing, specifying the duties/assignments that he/she believes are outside of their current classification.
- b. The Department Head (or designee) will respond in writing to the employee within ten working days of receiving the written notice from the employee.
- c. If the Department Head does not respond or the matter is not resolved to the employee's satisfaction, the Association may send a letter to the Department Head with the specifics of the situation (a copy to be sent to the HR Department). Such letter must be submitted within ten working days of the Department's response in step two above.
- d. The Department Head may meet with the employee/Association, as necessary and will respond in writing to the Association's letter within ten working days.
- e. If the Department Head does not respond or the matter is not resolved to the employee's satisfaction, the Association will submit a letter to Human Resources within ten working days of the response from the Department Head.

2. **Formal Steps**

- a. Within fifteen working days of receiving the letter from the Association, HR will investigate the claim (meet with Department, employee, Association as necessary) and make a determination, which will be final and NOT subject to the grievance procedure.
- b. Should the Department of Human Resources determine that the employee should receive WOC pay, then such pay shall be

retroactive to the beginning of the third pay period following the date the employee originally commenced the assignment or to sixty days from when the employee notified the department in step one above, whichever is later. Under no circumstance will any retroactive adjustment be made for a period of more than sixty calendar days.

- c. Time frames set forth above may be extended by mutual agreement of the parties.

#### 5.11 Changes in Salary Allocation

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

#### 5.12 Overpayment / Underpayment

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

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

- H. The provisions of this section do not apply to grievance disputes which contend that the County has underpaid by misapplying or incorrectly interpreting the terms of this or any previous agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended, or otherwise modified by the provisions of this section. Nor shall the relief available through the grievance procedure be enlarged by or as a result of the provisions of this section.
- I. The provisions of this section apply only to errors involving earnings, taxes, deductions, and accrued leave. No provision of this section shall preclude the correction or recovery of past errors (overpayments or other losses) which were the result of other matters.
- J. Any disagreement concerning actions taken under this sub-section may be filed at step 3 of the grievance procedure as a compensation grievance. Participation in the process outlined above, including making options as to methods of repayment, shall not preclude the employee from pursuing a grievance regarding the overpayment.

## **6. BENEFITS**

### **6.1 Medical Insurance**

Regular and limited term employees have the option of becoming members of the Public Employees' Medical and Hospital Care Act ("PEMHCA" or "PERS Health") insurance program. The County's monthly contribution to provide health insurance benefits for the individual employee and the employee's eligible dependents shall be adjusted in accordance with the Minimum Employer Contribution ("MEC") established by PEMCHA.

### **6.2 Retiree Medical Insurance**

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

### **6.3 Cafeteria Plan**

- A. Effective for coverage beginning January 1, 2019, the County's contribution toward the cafeteria plan shall be set at seventy-five percent (75%) of the 2019 PEMHCA Bay Area Kaiser Permanente family rate minus the PEMHCA MEC.

Effective with the coverage effective January 1, 2020, the County's contribution toward the health plan, as historically administered, shall be set at seventy-five

percent (75%) of the 2020 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

Effective with the coverage effective January 1, 2021, the County's contribution toward the health plan, as historically administered, shall be set at seventy-five percent (75%) of the 2021 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

Effective with the coverage effective January 1, 2022, the County's contribution toward the health plan, as historically administered, shall be set at seventy-five percent (75%) of the 2022 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

- B. An employee may use the County's contribution to the cafeteria plan toward the medical insurance plan for which s/he 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 three hundred thirty-four and fifty-eight cents (\$334.58) per month.
- C. An employee who waives health insurance because the employee demonstrates to the County that s/he has alternate health insurance coverage shall receive \$500.00 per month minus the PEMHCA MEC.
- D. 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.
- E. Additionally, beginning the first pay period following adoption of the 2017 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 shall sunset at the end of the pay period which October 21, 2022.
- F. 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 to the



employee's Health Flexible Spending Account ("HFSA"). 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 his or her HFSA at the end of the plan year or at the end of the grace period, if any, allowed under the County Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his or her HFSA to obtain reimbursement for otherwise unreimbursed eligible medical expenses.

- G. During the 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 Assistant Plan ("DCAP") account. The employee's election is irrevocable until the next open enrollment period, except on occurrence of a qualifying event specified in the County's Plan Document. The employee may request reimbursement of qualifying dependent care expenses from his or her DCAP Account. The employee will forfeit all unused funds remaining in his or her DCAP account at the end of the plan year or at the end of the grace period, if any, allowed under the County Plan Document, whichever is later.

#### 6.4 Dental Insurance

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

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

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

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

#### 6.5 Vision Insurance

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



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

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

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

#### 6.6 Life Insurance

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

The basic life insurance policy and the accidental death and dismemberment insurance policy are each valued at one times the employee's annualized monthly wage valued up to the next thousand dollars (e.g., if annualized wage equals \$21,100 then life insurance policy is valued at \$22,000) to a maximum policy of fifty thousand dollars (\$50,000). An employee may purchase supplemental life insurance under costs, terms and conditions specified by the insurance plan provider.

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

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

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

#### 6.7 Deferred Compensation Program

A Deferred Compensation Program as established by the Board of Supervisors is available to all employees employed in regular or limited-term positions. Such programs are hereby incorporated by reference. To encourage County employee participation in the deferred compensation program, the County will contribute a dollar for dollar match up to a

maximum of five dollars (\$5) a pay period to the deferred compensation account of any County employee who is actively enrolled in the deferred compensation program.

#### 6.8 Short Term Disability Insurance

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

The County participates in the State Disability Insurance Program (SDI) for employees represented by this bargaining unit, and employees shall have deducted from their paychecks the cost of the State Disability Insurance Program.

- A. In the event of a disability that is non-industrial or where industrial causation has yet to be determined, or for time taken to care for a seriously ill family member, or to bond with a new child, employees shall make timely application for SDI benefits.
- B. The County will continue to pay the employer share of the monthly premiums for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving SDI for the period of time that he/she has and utilizes leave accruals to fully integrate or for the period of time he/she is on approved FMLA or CFRA leave, whichever period is longer.
- C. An employee who exhausts his/her ability to fully integrate accrued leave with SDI shall be eligible to apply for donated leave per the County policy. The integration of such donated leave would enable the employee to continue to receive the employer share of the monthly premium for County medical, vision, dental and life insurance coverage.
- D. Employees receiving SDI benefits will only accrue sick or vacation leave, in accordance with **Sections 9.1**, Vacation, and **10**, Sick Leave, respectively, in any pay period in which the employee has sufficient leave accruals to achieve 100% integration with SDI using his/her own leave accruals. Employees integrating donated leave hours with SDI will not accrue sick or annual leave.
- E. SDI benefits shall be integrated with accrued County leave as follows:

1. Employees must promptly inform departmental payroll clerks of their SDI benefit amount and provide documentation of receipt for which he/she is eligible. SDI integration is not retroactive beyond one pay period.
2. Employees' pay, including leave accruals and or SDI benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay, bilingual differential, and longevity compensation as applicable. Employees must integrate all required leave to equal 100% of their full time equivalent position.

Upon exhaustion of sick leave, other accumulated leave may be integrated with the weekly or SDI benefits.

#### 6.9 Long Term Disability Insurance

Employees represented by this bargaining unit do not participate in any County-sponsored long-term disability insurance program.

#### 6.10 Retirement

A. PERS Contract.

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

B. PEPRA Tier.

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

C. PEPRA Basic Retirement Formula.

For Safety Peace Officer (safety light) employees required by law to participate in the PEPRA tier, the PEPRA established a pension formula of 2% of pensionable compensation for each qualifying year of service at the normal retirement age of fifty-seven (57) years. For purposes of this formula, PERS will calculate an eligible retiree's pension based on the average annual pensionable compensation earned by the member during the thirty-six (36) consecutive month period immediately preceding retirement (or date of last separation from service if prior to retirement) or any other period of thirty-six (36) consecutive months during the member's applicable service that the member designates.

D. Disputes Over PEPRA.

If an employee or the Association disputes the manner in which the County applies the PEPRA Tier to a bargaining unit member, neither the Association nor employee may submit the matter as a grievance under the Grievance Procedure set forth in section below. If any term of this MOU conflicts with the PEPRA or any amendment thereto, the PEPRA or such amendment will prevail.

E. Pre-PEPRA Tier 1.

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

F. Pre-PEPRA Tier 2

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

G. Employee Payment of PERS Member Contributions.

1. PEPRA Member Contributions.

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

2. Non-PEPRA Member Contribution.

Employees subject to the Pre-PEPRA formulas described in paragraphs **6.10.E** and **6.10.F** above will, contribute in full the applicable PERS member contribution by payroll deduction.

3. Employee Payment For Pre-PEPRA Formula Enhancement.

The County amended its contract with PERS to provide for the above-referenced 2% @ 50 retirement formula. The cost of this benefit was established by PERS. The Parties agreed that such cost would be the responsibility of the employees. The county agreed to allow the employees

to pay for that plan enhancement by payroll deduction with the cost amortized over twenty (20) years. That payment will continue to take the form of a percentage deduction made from the paycheck of each employee in the Plan, until the above established cost has been recovered. Each year, (January) the County will calculate the amount due for the subsequent calendar year, based on the formula presented during negotiations (see Appendix C).

4. Pre-Tax Treatment PERS Member Contributions.

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

H. Employer Cost Sharing

Effective upon Union ratification and Board approval of the Memorandum of Understanding, the parties agree that employees shall share in the PERS employer rate increases for employer rate costs between 16%-18% as an additional employee deduction; however, the maximum employee contribution shall not exceed one-half of one percent (.5%) through and including September 27, 2014.

Effective September 28, 2014, the parties agree to equally share in PERS employer rate increases for employer rate costs between 16%-18%. The maximum employee contribution shall not exceed one percent (1%).

6.11 Social Security and Medicare

Employees represented by this bargaining unit who participate in the safety PERS plan do not have coverage under the federal Social Security system.

All employees represented by this bargaining unit participate in the Medicare Program. The Medicare Program requires contributions by both the employee and the employer in accordance with schedules provided by the federal government.

6.12 Education Reimbursement

A. OBJECTIVE

The Tuition Reimbursement Program is designed to encourage employees to continue their self-development by enrolling in educational courses that 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 with Federal funds. Employees are not eligible for reimbursement if their educational costs are being defrayed by another agency such as the U.S. Department of Veterans Affairs, the California Department of Veteran’s 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 40 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, that 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 that 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 taken from accredited institutions, either online or at a local institution.
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 the employee was deemed to have when appointed.
  - c. Duplicate in-service training that is available.
  - d. Duplicate training the employee has already had.
7. Conventions, workshops, institutes, etc., are not included in the Tuition Reimbursement Program. An exception may be made for conferences, institutes or workshops when these events provided the employee with continuing education units (CEUs) required by the County for the employee to attain or maintain a certification or license which is required by the county for the employee's position. Attendance at such an event and the eligibility for inclusion under this Tuition reimbursement provision must be approved by the Department Head in advance.
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 involved.
10. Reimbursement shall be made only upon presentation of evidence of payment for and successful completion of courses (as evidenced by a passing grade) and a "Meets" current performance evaluation. Reimbursement is made for the fiscal year in which the course is completed and documentation must be presented to the Department of Human Resources within (90) days after 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.
- b. The maximum reimbursement that may be received by an employee in one fiscal year shall be one-thousand one-hundred (\$1,100.00) dollars. Effective July 1, 2020, the maximum reimbursement that may be received by an employee in one fiscal year shall be two thousand dollars (\$2,000).
- c. An employee shall be reimbursed for expenses totaling five dollars (\$5.00) or more for a single course. Expenses less than five dollars (\$5.00) for a single course are not reimbursable.
- d. No employee shall be reimbursed for non-resident fees above the normal resident fees.

E. PROCEDURE FOR TUITION REIMBURSEMENT

- 1. No later than 90 days before the deadline to enroll in a course or institution, the employee shall submit his/her request to their Department Head who shall within 30 days either recommend approval of the request or deny it, based on the criteria set forth in this policy. If the Department Head recommends approval, he/she shall forward the application to the Director of Human Resources or his/her designee.
- 2. The employee shall apply for Tuition Reimbursement through such supervisory channels as are designated by the head of his/her department, on forms provided by the Director of Human Resources or his/her designee.
- 3. An employee may appeal denial of the request by the Department Head to the Director of Human Resources or his/her designee and the Director of Human Resources or his/her designee's 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 Director Human Resources or his/her designee. 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, in addition, either present information attained at the course, or review course materials with department representatives and employees.

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 (excluding layoff), will result



in the forfeiture of any tuition reimbursement payments received less than one (1) year prior to separation. In such situation, the Association 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.

#### **6.13 PERSONAL EFFECTS DAMAGE REIMBURSEMENT**

If, in the line of duty, an employee's personal effects, as defined below, are damaged or ruined, and the employee is ineligible to use existing insurance or Workers Compensation (per Labor Code Section 3208) to repair or replace the item, the employee will be reimbursed for repair or replacement of such personal effects.

To qualify for reimbursement, the employee must file a request to include a complete report detailing the events that caused the damage, citing witnesses, if any, and presenting the physical evidence of damage to the immediate supervisor. Such a report must be submitted as soon as possible after the damage occurs and no later than the end of the assigned shift on which the damage occurs. The immediate supervisor will survey the damaged property; review the report; and make a recommendation to the Director of Probation on whether or not reimbursement is to be made. The final decision will be made at the sole discretion of the Director of Probation, as appropriate.

<b><u>Reimbursable Items</u></b>	<b><u>Maximum Amount</u></b>
Wrist Watch	\$75.00
Prescription Lenses	\$50.00 per lens
Prescription Glasses Frames	\$250.00
Hearing Aid	\$300.00
Dentures	\$240.00/plate

In no event will an employee be reimbursed if the damage is determined to have been caused by the employee's negligence.

To obtain reimbursement once eligibility has been established, the employee must submit a copy of the paid bill for repair or replacement of at the time within 15 working days after submission of the request for reimbursement. The bill must clearly indicate it has been paid and must be dated. The date must be within the calendar dates between the date of the request for reimbursement and the date of the 15<sup>th</sup> working day.

6.14 Limited Extra Help Benefits

- A. Extra help employees, who were certified and appointed from an appropriate eligible list and who are subsequently requisitioned and appointed into a vacant regular full-time, part-time or limited term County position in the same classification and department as their extra-help position, shall be granted limited retroactive benefits subject to the approval of the Director of Human Resources or his/her designee. Eligible employees are those who are currently in the payroll system. They may receive up to one (1) year credit towards:
  - 1. Placement on the schedule for vacation accrual
  - 2. Merit increases as provided in Section 5 of this MOU
  - 3. Seniority for purpose of layoff
- B. Any leave accrual and service time credits will be calculated on a prorated basis, based on the number of hours the employee worked in the prior 24 months, and requests for credit must be made within 6 months of appointment into the regular position.
- C. The merit increase step-up eligibility date shall reflect the time worked while in an extra help status.

6.15 Uniforms

**A. UNIFORMS AND PROTECTIVE ATTIRE PROVIDED**

Upon hire, the Department will provide all Group Counselor classification series employees with six (6) uniform “polo-type” shirts. The subsequent replacement of such shirts shall be administered as follows. In order to secure replacement shirt(s), an employee must bring the worn out or damaged shirt to the Department in order to exchange it for a new one. The Department will provide an employee no more than five (5) replacement shirts in a Fiscal Year. Any additional replacement shirts must be purchased by the employee.

**1. Uniforms/Protective Attire**

- a. Upon hire, employees in the Group Counselor series will be issued uniform/equipment consisting of:

- One (1) duty belt
- One (1) large handcuff key
- One (1) pair handcuffs
- 911 Tool
- Wallet badge (upon completion of PC 832 requirements)
- Personal Body Armor for employees assigned to Transportation

Universal Body Armor available for use by employees while acting in the capacity of a transportation officer.

- b. When assigned to the Probation Enforcement Search Team (PEST) or to a field assignment, the Deputy Probation Officer/Field Group Counselor series will be issued uniform/equipment consisting of:

- One (1) pair of handcuffs
- One (1) large handcuff key
- One (1) portable radio
- One (1) hand mike
- One (1) ear piece

- c. Upon request to the immediate supervisor, employee will be issued the following:

- One (1) duty belt with handcuff case
- One (1) key holder
- One (1) phone holder
- One (1) flashlight holder
- One (1) glove holder
- One (1) pepper spray holder
- One (1) flashlight
- One (1) ballistic vest (mandatory for PEST)
- One (1) field badge or One (1) wallet badge (upon completion of PC 832 requirements)
- One (1) can OC spray

## 2. **Conditions**

- a. Attire will be replaced when damaged or otherwise unsuitable for use in public on an as-needed basis as determined by the County.
- b. The County will provide suitable identification to be affixed to the uniforms by the employee.

- B. The County agrees to provide such safety equipment and protective clothing as is required to conform with this Section.

## **7. SAFETY AND WORKERS' COMPENSATION**

### **7.1 Safety**

The County shall expend every effort to see to it that the work performed under the terms and conditions of this Memorandum of Understanding is performed with a maximum degree of safety consistent with the requirements to conduct efficient operations.

The County agrees to provide such safety

### **7.2 Workers' Compensation**

- A. In accordance with the California Labor Code, the County provides all statutory Workers' Compensation benefits for County Employees who sustain work-related injuries or illnesses. Pursuant to Labor Code § 3700 et seq., the County is self-insured for workers' compensation at no cost to the employee.
- B. In lieu of the statutory three (3) day waiting period for temporary disability payments pursuant to Labor Code § 4652, whenever an employee is compelled by direction of a physician to be absent from duty due to an injury or illness determined to be work-related by the County, the employee shall receive full compensation for his/her scheduled work days and paid holidays falling during the first three (3) days of such absence. Thereafter accrued leave shall be integrated with Worker' Compensation temporary disability benefits pursuant to Section H, below.
- C. In the event that the County is unable to determine if the injury or illness is work-related, the employee shall use sick leave and upon exhaustion of sick leave may utilize any other accumulated leave benefits. Once the injury or illness is determined to be work-related, leave benefits will be restored in accordance with section B, above. Thereafter, accrued leave shall be integrated with Workers' Compensation temporary disability benefits pursuant to Section H, below.
- D. The County will continue to pay the employer share of the monthly premiums for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving Workers' Compensation. For the period of time that he/she has and utilizes leave accruals to fully integrate, or for the period of time he/she is on approved FMLA leave, whichever is longer.
- E. Sick and annual leave shall accrue during any pay period in which the employee is eligible to receive Workers' Compensation temporary disability benefits.
- F. Service credit as provided in this Memorandum of Understanding or in the Personnel and Salary Resolution toward longevity compensation, seniority, and step increase eligibility shall not be affected by any pay period during which an

employee received both County paid leave and temporary disability benefits from Workers' Compensation.

- G. An employee who has returned to work following a work-related injury or illness will be allowed up to two (2) hours paid County time-off per appointment or visit to attend repeat medical appointments or follow-up visits related to his/her approved workers compensation claim. Such appointment(s) should be schedule during the employees off duty hours whenever possible. County time-off may be used during the first one hundred eighty (180) days following the initial return to work date after the work-related injury or illness. After the one-hundred eighty (180) calendar days, sick leave or other accrued leave time must be used.
- H. Workers' compensation temporary disability benefits shall be integrated with accrued County leave as follows:
1. Employees must promptly inform departmental payroll clerks of their workers' compensation temporary disability benefits amount and provide documentation of receipt for which he/she is eligible.
  2. Employees' pay, including leave accruals and workers' compensation temporary disability benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay, bilingual differential, and longevity compensation as applicable. Employees must integrate all required leave to equal 100% of their full-time equivalent position.
  3. Upon exhaustion of sick leave, other accumulated leave may be integrated with the weekly Workers' Compensation temporary disability or disability benefits, at the employees' discretion.
- I. TEMPORARY LIGHT DUTY ASSIGNMENT FOR INJURED EMPLOYEES
1. If an assignment exists which the Department Head, in conjunction with the Director of Human Resources or his/her designee, deems may be filled on a temporary basis, first consideration shall be given to those industrially disabled employees within the department:
    - a. Whose authorized treating physician has indicated in writing that the employee is able to perform the duties of the temporary assignment; and
    - b. Who has the capability and qualifications to perform the temporary assignment.
  2. The remuneration will be the employee's regular salary.

3. The employee's Department Head will determine the assignment and its duration, but the employee shall return to his/her normal job as soon as released by his/her treating physician or is no longer temporarily disabled. Light duty is available for a maximum of eighteen (18) weeks. Department Heads may extend light duty assignments, which are a result of a work-related injury, beyond 18 weeks, on a case by case basis.
4. If there is more than one industrially disabled employee eligible for a light duty assignment, first consideration shall be given to the employee with the most pertinent qualifications, skills, and abilities who has been off work the longest period of time without pay.

### 7.3 State Disability Insurance and Temporary Light Duty Assignment for Injured Employees

- A. In the event of a disability which is non-industrial or where industrial causation has yet to be determined, employees shall make timely application for State Disability Insurance temporary disability benefits.
- B. The County will continue to pay the employer share of the monthly premiums for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving State Disability Insurance for the period of time that he/she has and utilizes leave accruals to fully integrate or for the period of time he/she is on approved FMLA leave, whichever period is longer.
- C. An employee who exhausts his/her ability to fully integrate accrued leave with SDI shall be eligible to apply for donated leave per the County policy. The integration of such donated leave would enable the employee to continue to receive the employer share of the monthly premium for County medical, vision, dental and life insurance coverage.
- D. Employees receiving State Disability Insurance benefits will only accrue sick or annual leave in any pay period in which he/she has sufficient leave accruals to achieve 100% integration with SDI using his/her own leave accruals. Employees integrating donated leave hours with SDI will not accrue sick or annual leave.
- E. State Disability Insurance temporary disability benefits shall be integrated with accrued County leave as follows:
  1. Employees must promptly inform departmental payroll clerks of their State Disability benefit amount and provide documentation of receipt for which he/she is eligible. State Disability integration is not retroactive beyond one pay period.
  2. Employees' pay, including leave accruals and or State Disability Insurance temporary disability benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay, bilingual differential, and

longevity compensation as applicable. Employees must integrate all required leave to equal 100% of their full-time equivalent position.

3. Upon exhaustion of sick leave, other accumulated leave may be integrated with the weekly or State Disability Insurance temporary disability benefits.

**F. TEMPORARY LIGHT DUTY ASSIGNMENT FOR INJURED EMPLOYEES**

1. If an assignment exists which the Department Head, in conjunction with the Director of Human Resources or his/her designee, deems may be filled on a temporary basis.
2. Non-industrial disabled employees will be given consideration in accordance with the criteria listed in Section 7.

**8. INCENTIVES AND DIFFERENTIALS**

**8.1 Bilingual Pay Differential**

**A. Eligibility**

1. Any bilingual person employed, who has been assigned duties involving regular and frequent use of bilingual skills, shall be eligible to receive the additional compensation.
2. Regular and frequent use shall mean using the skill on the average of once per workday and/or fifty percent (50%) of the time. However, exceptions can be made at the discretion of the Department Head and concurrence of the Director of Human Resources or his/her designee for unique circumstances.
3. Any bilingual employee who has been assigned duties involving the use of bilingual skills (e.g., interpreter) may be eligible to receive the additional compensation provided in this Section.
4. The provisions of this Section shall be limited to permanent, probationary or limited-term full-time or part-time employees who are filling at least 50% of an allocated position. Eligible part-time employees will be reimbursed in proportion to the percentage of the time worked.
- .
5. The compensable second languages shall be limited to those required in the delivery of public services to the various target groups within the County (e.g., Spanish, Tagalog).

**B. Bilingual Differential Allowance**

1. Designated employees shall be eligible to receive additional compensation at the rate of \$65.00 per pay period (approximately \$1690.00 per year).
2. Such compensation shall be effective the first day of the payroll period following certification by the Human Resources Department that the employee is eligible to receive the bilingual differential.

**C. Termination of Compensation**

The bilingual differential allowance shall cease when any of the following occurs:

1. The employee terminates his/her employment with the County.
2. The employee is released from County employment.
3. The position is determined to no longer require bilingual skill.
4. The employee is assigned to a position not requiring the bilingual ability.
5. An employee who is on leave of absence without pay during a pay period shall receive the bilingual differential in proportion to the relationship the time worked during that pay period bears to eighty (80) hours.

**D. Procedures for Requesting the Bilingual Differential Allowance**

1. Recommendations for bilingual appointments shall be submitted by the Department Head to the Human Resources Department and shall include:
  - a. Name and class of each employee recommended for duties requiring bilingual skills.
  - b. A description of the bilingual duties to be performed by each employee in sufficient detail to indicate second language to be utilized, purpose, nature, and frequency of use.
  - c. Location of assignment.
2. An employee may appeal the recommendation of the Department Head to the Director of Human Resources or his/her designee who shall approve or deny the request. The Director of Human Resources or his/her designee's decision may be appealed to the Civil Service Commission.
3. The Director of Human Resources or his/her designee shall evaluate the recommendation and approve or deny the request.
4. A Department Head may appeal denial of the request by the Director of Human Resources or his/her designee to the Civil Service Commission, which shall make a final decision to approve or deny the request.



## 8.2 Shift Differential

- A. Any employee, who works an assigned swing or graveyard shift, shall, in addition to his or her regular salary, be paid a shift differential for each swing or graveyard shift actually worked.
- B. For purposes of this Section a swing shift is defined as a work shift of eight (8) consecutive hours or more which includes at least four (4) hours of work between the hours of 5:00 p.m. and prior to 10:00 p.m. Graveyard shift is defined as a work shift of eight (8) consecutive hours or more which includes at least four (4) hours or more of work between the hours of 10:00 p.m. and prior to 5:00 a.m. Overtime which is worked as an extension of an assigned day or swing shift shall not qualify an employee for night shift differential.
  - 1. An employee, who works a swing shift as defined above, shall receive six percent (6%) per hour above the employee's hourly rate for each hour actually worked on a swing shift.
  - 2. An employee who works an assigned graveyard shift as defined above shall receive seven and one quarter percent (7.25%) per hour above the employee's hourly rate for each hour actually worked on a graveyard shift.

## 8.3 Standby and Call Back Pay Differential

### **1. Standby**

Standby is any time other than time when the employee is actually on duty during which an employee is not required to be on County premises but stand ready to immediately report for duty and must arrange so that his/her supervisor can reach him/her on ten (10) minutes' notice or less.

If an employee is placed on standby duty, such employee shall be compensated for the time spent on assigned standby at four dollars (\$4.00) per hour. If such standby is spent on weekends or holidays, the employee shall be compensated at five dollars (\$5.00) per hour. No employee shall be compensated for standby duty and call back work simultaneously. Classes used as standby and call back must be approved by the County Administrator both as to authorized classes and authorized numbers.

### **2. Call Back**

An employee who is called back to work for an emergency or other unplanned and unscheduled event, after having physically left the worksite following the termination of their normal work day, shall be paid for call back duty at his/her applicable straight time hourly rate with a guaranteed payment equivalent to three

(3) hours straight time pay when the call back time worked is less than three (3) hours. Work beyond three hours shall be subject to the provisions of Section 20 – OVERTIME AND CALL DUTY.

Travel time to and from the work site shall not be considered time worked. If an employee has physically left home and received a call canceling a call back, the three (3) hour minimum shall apply.

Time spent by the employee on the phone responding to questions or issues in the workplace, will be compensated for at the applicable rate of pay, but such time is not considered call back and is not subject to the minimums provided above.

3. No employee shall be entitled to receive standby pay and call back pay for the same time period.

#### 8.4 Certified Trainer Pay Differential

Employees designated by the Director of Probation to provide training certified by the Board of State and Community Corrections (BSCC) to Probation Department staff shall receive a one-time \$50.00 stipend after designation and upon the completion of a minimum of one training. This provision shall apply to employees who have currently been designated (as of the date the 2017-2019 collective bargaining agreement is/was ratified) and have provided such certified training as well as those who are designated and provide the certified training in the future.

### 9. LEAVES AND AUTHORIZED TIME OFF

#### 9.1 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:

<b>Pay Periods of Earnable Continuous Service</b>	<b>Per Pay Period of Continuous Service</b>	<b>Maximum Earnable Vacation Accrual</b>
0 through 78 pay periods	3.08 hours	160 hours
79 through 260 pay periods	4.62 hours	240 hours
Over 260 pay periods	6.16 hours	320 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.

2. Every employee in a part-time regular or limited-term position shall receive vacation benefits and maximum earnable vacation accrual in the same ratio to the vacation benefits received by an employee in a full-time regular or limited-term position with like pay periods of consecutive service, as the number of hours in the part-time work schedule is to the number of hours in the full-time work schedule. The number of hours of entitlement for Vacation days earned while employed as a full-time employee shall not be reduced by virtue of an employee's status being changed to part-time after such entitlement were earned as a full-time employee.
3. Absence without pay for more than sixteen (16) working hours in a pay period shall cause the pay period's service not to be counted toward earning vacation credit.
4. Vacation time taken shall not be counted as time worked for purposes of overtime computation.
5. Employees who are terminating their employment for reasons other than paid County retirement shall not use annual leave or comp time as their termination date (e.g., requesting annual leave or comp time to begin 3-7 and the actual termination date to be 3-13, etc.).
6. Employees do not become eligible to take their earned vacation until they have completed thirteen (13) pay periods of continuous service, which service includes successful completion of the probation period and the acquisition of status of a permanent or limited-term non-probationary employee. Employees in classes having a twenty-six (26) pay period probationary period will become eligible to take their earned vacation after completing thirteen (13) pay periods of continuous service. After completion of thirteen (13) pay periods of continuous service, employees then become eligible to take vacation as it is earned.
7. Each Department Head shall be responsible for scheduling the vacations of his/her employees in such a manner as to achieve the most efficient functioning of the department and of the County service. Each Department Head may establish procedures for scheduling vacations. Within the vacation scheduling procedures of each department, Countywide seniority will be used to break any tie between or among employees. No person shall be permitted to work for compensation for the County in any capacity during the time of his/her paid vacation from County service.

8. Any person separating from County service who has not taken his/her earned vacation, if any, shall receive the hourly equivalent of his/her salary for each hour of earned vacation, up to the end of the last full pay period worked, based on the pay rate in effect for each person on the last day actually worked. Such payment shall be to the nearest one tenth of an hour. Employees terminating from County service prior to becoming eligible to take earned vacation shall be paid for earned (accrued) vacation. For purposes of this section, sick leave and compensatory time off with pay shall be counted as days worked. When separation is caused by death of an employee, payment shall be made to the estate of such employee, or in applicable cases, as provided by Section 630 of the Probate Code.
9. A person receiving pay in lieu of unused vacation may not be re-employed by the County of Solano in any capacity until a number of working days equal to the number of days paid vacation has elapsed following the effective date of the separation. Nothing in this Section shall be interpreted as preventing a Department Head from filling a position vacated by separation immediately following the effective date of separation.
10. Upon the presentation of medical verification acceptable to the Department Head that an employee was seriously ill or injured during a scheduled vacation, employees may request the substitution of sick leave for vacation for the period of serious illness or injury.

B. Notice to Department Heads

If the Department Head does not provide a specific time for the use of vacation leave, an employee may, with fourteen (14) calendar written days' notice, as a matter of right, when the accumulated vacation to his/her credit reaches his or her maximum earnable vacation accrual, give written notice to Department Head and take up to eighty (80) hours.

## 10. SICK LEAVE

- A. An employee who enters the service of the County in a regular or limited-term position shall begin earning sick leave dating from the first of the pay period following the pay period in which the employee commenced such continuous service, unless such commencement date was the first working day of a pay period, in which case, the first day of sick leave accrual shall date from the first of the pay period in which the service began.
- B. Every employee holding a regular or limited-term full-time position shall accrue 3.70 working hours sick leave with pay for each pay period of service; except, that no employee shall earn sick leave credit during a pay period in which he/she is

absent without authorization or in which he/she is absent without pay for more than sixteen (16) working hours. During the pay period in which a leave of absence without pay is granted for two (2) days or less, the employee shall accrue sick leave with pay in proportion to the relationship the time worked during that pay period bears to eighty hours. It shall be computed to the nearest hundredth of an hour.

- C. Every employee holding a regular or limited-term part-time position shall accrue sick leave with pay in proportion to the relationship his/her basic workweek bears to forty (40) hours. No such employee shall earn sick leave credit during a pay period in which he/she is absent without pay more than fifteen (15) percent of the regularly scheduled working hours for the position. The number of hours of entitlement for Sick Leave earned while employed as a full-time employee shall not be reduced by virtue of an employee's status being changed to part-time after such entitlement was earned as a full-time employee.
- D. Not more than one hundred (100) hours of sick leave annually may be granted to an employee for absence due to the care or attendance of ill or injured members of his/her immediate family.
- E. Sick leave shall not be used in lieu of vacation, but vacation or compensatory time off may be used in lieu of sick leave, after accrued sick leave has been exhausted. Sick leave shall not be counted as time worked for purposes of overtime computation.
- F. Termination of an employee's continuous service, except by reason of temporary layoff for lack of work or funds, shall cancel all sick leave accrued to the time of such termination, regardless of whether or not such person subsequently re-enters the County service. No payment shall be made to any employee for unused sick leave accumulated to his/her credit at the time of termination of employment, except for reasons of regular or disability retirement, death, release from County employment as a result of a permanent reduction in the number of authorized regular help positions or taking office as an elected County official. Employees terminating employment because of regular or disability retirement, death, release from County employment as a result of a permanent reduction in the number of authorized regular help positions, or to take office as an elected County official, shall be paid for their accumulated unused sick leave in any of the following combinations:
  - Receive cash for a maximum of 500 hours or
  - Convert all or a portion for CalPERS unused sick leave credit

In lieu of the ability to receive cash for 500 hours or converting all or a portion to CalPERS unused sick leave credit, any employee terminating employment on or after July 21, 2013, shall have their unused sick leave credit converted to a Retirement Health Savings Account.

The date of termination of employment shall be considered as the date certified by the Department Head as the last day worked, or the last day in an authorized leave without pay status and shall not include the equivalent time involved in any overtime or vacation payoff made at the time of termination.

- G. For the purposes of this Section, a member of the immediate family is construed to mean the grandparent, mother, father, husband, wife, registered domestic partner, person assuming the role of the employee's spouse, son, daughter, brother sister, grandchild, mother in law, father in law of the employee, a minor child for whom the employee has legal custody, or relatives living in the employee's home.
- H. Hospitalization of a member of the immediate family is a valid reason for sick leave under the following conditions:  
  
A day's absence may be authorized for the employee to be at the hospital on the day of an operation, on the day of a birth of his child or in the event of a critical illness of a member of the immediate family. Absences for these reasons for more than one day may be authorized on sick leave only if a doctor provides a written statement that the employee's presence, away from work, is required.
- I. Sick leave because of an employee's physical incapacity will not be approved when the injury or illness is directly traceable to employment other than the County or where the injury or illness is caused by the employee's serious and willful misconduct; as such terms are defined and interpreted under the Worker's Compensation and Safety Act.
- J. Notwithstanding Section 10F, an employee who is rehired within one year from his/her date of employment separation shall, upon rehire, have his/her previously accrued and unused sick leave added back to his/her sick leave accrued leave balance. For the purposes of this paragraph, the term "unused sick leave" means those sick leave hours which were accrued and not used in any fashion (e.g., hours used, paid out or converted as provided elsewhere within this Section 10).

## **11. LEAVE CONTRIBUTION PROGRAM**

### **11.1 Nature of Program**

The Leave Contribution Program assists employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury or other circumstances. The program allows other employees to donate time to the affected employee so that he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury, condition or circumstance.

### **11.2 Eligibility for Leave Contribution Program**

To be eligible for this benefit, the receiving employee must:

- A. Be a regular full-time or regular part-time employee who has passed his/her initial County probationary period;
- B. Have exhausted all accumulated leave including vacation leave, sick leave (unless the leave involves the care of another and family sick leave has been used or involves other circumstances), administrative leave (if eligible) and/or compensatory time off;
- C. Be unable to return to work for at least 30 days;
- D. Have applied and received approval for a Leave of Absence Without Pay.

#### 11.3 Guidelines for Donation of Leave Credits to the Leave Contribution Program

- A. Accrued vacation, compensatory time off (CTO) and/or Administrative Leave hours may be donated by any regular or regular part-time employee who has completed his/her initial County probationary period.
- B. Time donated will be converted from vacation, CTO or Administrative Leave hours to sick leave hours and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For employees who are using leave for circumstances other than their own injury or illness, the donated hours will be converted to vacation.
- C. The total amount of time donated to one employee by another employee shall not exceed forty (40) hours. The total leave credits received by the employee from all sources shall not normally exceed three months; however, if approved by the Department Head, the Director of Human Resources may approve an extension to six months' total time.
- D. Initial leave time donations must be a minimum of eight (8) hours and thereafter in four-hour increments. An employee cannot donate leave hours in an amount that would reduce his/her vacation balance to less than 40 hours.
- E. The use of donated leave hours will be in consecutive one-shift increments (i.e., 8 hours for a full-time employee working five eight-hour days/week).
- F. Under all circumstances, time donations made by the employee are forfeited once made. In the event the receiving employee does not use all transferred leave for the catastrophic illness/injury, any balance will remain with that employee until that employee's separation from County service.



- G. Payment for unused sick leave at the time of termination of employment shall be in accordance with Subsection 10.F of this MOU.
- H. In accordance with IRS Ruling 90-29, leave transferred for medical reasons will not be considered wages for the employee who surrenders the leave and will therefore not be included in gross income or subject to withholding. An employee who donates leave incurs no deductible expense or loss either upon the donation or use by the recipient.

## 12. BEREAVEMENT LEAVE

- A. Employees shall be entitled to a bereavement leave, not chargeable to vacation or sick leave in the event of the death of one of the following members of the employee's family:
- natural, step, adoptive parents and grandparents of the employee;
  - A person acting in loco parentis for the employee;
  - natural, step, adopted children and grandchildren of the employee;
  - natural, adopted and step brothers and sisters of the employee;
  - present spouse of the employee; a person assuming the role of the employee's spouse;
  - ex-spouse who is a natural parent of a minor child in the custody of the employee;
  - natural parents and grandparents of the employee's spouse;
  - grandchildren of the employee's spouse;
  - natural and adopted brothers and sisters of the employee's spouse;
  - present spouses of the employee's natural brothers and sisters;
  - son-in-law and daughter-in-law of the employee.
- B. For full-time employees, such leave shall be a maximum of forty (40) hours within thirty (30) consecutive calendar days, following the death of the family member, whether services are within the State or outside the State of California. Leave benefits will be prorated for part-time employees based upon the number of hours worked (for example, a half-time employee has a maximum of twenty (20) hours to use within thirty (30) consecutive calendar days). 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. An employee who has a miscarriage or who gives birth to a still born child shall be eligible for bereavement leave in accordance with Section 12, paragraph B above. This provision shall be applicable to any employee having a miscarriage or who gives birth to a still born child and to any employee whose spouse or domestic partner has a miscarriage or gives birth to a still born child. Bereavement leave for a miscarriage or still born child shall not be applicable for any other family members identified in Section 12, paragraph A.13. OTHER LEAVES



### 13.1 Maternity Leave

Sick leave may be used during pregnancy when the employee's physician has certified that, due to her pregnancy, she is no longer able to perform the duties of her position. Sick leave may be used after the birth of the baby if the employee's physician certifies that the employee is not yet able to perform the duties of their position. Employees who have been cleared to return to work by their physicians after pregnancy, but who wish to delay their return to work may request use of vacation, comp time or a leave without pay following normal departmental procedures. However, sick leave is only available if there is a medical reason for the employee's continued absence from work.

### 13.2 Family Leave

The County recognizes its obligations to employees who meet the eligibility requirements of the Federal Family and Medical Leave Act and the California Family Rights Act.

### 13.3 Jury Duty

- A. Any regular or probationary employee ordered to appear as a witness in court other than as a litigant, to serve on a jury or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee shall be entitled to his/her regular County pay provided the employee deposits their fees for such services, exclusive of mileage, with the County Treasurer within thirty (30) calendar days after their excused absence for such duty. Excused absence is defined as the time necessary, including reasonable time for travel, to actually engage in the activities, including required waiting time, covered by this section. Requests for Jury Duty leave should be made by presenting the official court summons to the employee's immediate supervisor as soon as possible after receipt. Jury duty is not considered as time worked for purposes of overtime compensation.
- B. Employees assigned to day shift, and who are released from jury duty, must return to work if there is at least one (1) hour of work time remaining in the work shift, exclusive of travel time.
- C. An employee assigned to swing shift shall not be required to be on jury duty and at work a combined total of more than twelve (12) hours. An employee assigned to grave shift who is summoned to jury duty will have the prior grave shift off. If said summons/jury duty continues past 12 noon, the employee shall not be required to work the following graveyard shift, which commences the same calendar day.
- D. Verification of time of release from jury duty is required.

### 13.4 Time Off for Blood Donation

Employees will be allowed to take the last two (2) hours of their work shift off without loss of pay and allowances for the purpose of donating blood. The employee will be required

to provide proof that he/she did in fact donate blood during this time. This provision shall not be exercised more frequently than once in any eight (8) week period and not more than five (5) times per year. Time provided under this provision shall not be cumulative and advance approval for each donation period shall be obtained from the appropriate department supervisor.

### 13.5 Time Off for Promotional Examination

Employees represented in these units shall be entitled to necessary time off with pay for the purpose of taking qualifying or promotional examinations for the County. This shall include resulting hiring interviews for which they may be eligible.

### 13.6 Military Leave of Absence

- A. Eligible full-time employees of the County of Solano who are called to temporary or active military duty are entitled to thirty (30) calendar days paid leave for military duty per fiscal year, pursuant to California Military and Veterans Code, Section 395.01. A request for military leave of absence shall be made upon forms prescribed by the Director of Human Resources or his/her designee, shall include a copy of the employee's military orders, and shall include the date such military leave is to begin and the probable date of return. All employees shall be entitled to military leave of absence and compensation as provided in Section 395-395:02 of the Military and Veterans' Code of the State of California to the greater of either said law/code or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave (excludes Inactive Duty) per fiscal year for each hour in which the employee was otherwise scheduled to work.

Upon approval of the employee's supervisor, employees called to inactive duty may change their scheduled days off to coincide with the dates of inactive duty.

- B. An employee who resigns in order to enter military service shall have the right to return to County employment after the termination of his/her active military service as provided by Section 395.3 of the California Military and Veterans' Code and Title 38 U.S. Code, Chapter 43 (Veterans' Reemployment Right).
- C. An employee shall be given preference over all other applicants for the opening in his/her class and department next available after filing with the Director of Human Resources or his/her designee a written request to return to County employment and shall be reemployed no later than 90 days from the receipt of said request.
- D. Upon reemployment he/she shall be entitled to such civil service status as he/she would have if he/she had not resigned (e.g., any seniority for purposes of layoff would continue to accrue during his/her absence and he/she would not need to serve a new probationary period in his/her former department and class if he/she had

attained permanent status prior to leaving County service). His/her salary upon reentering County service in his/her former classification shall be at the same step he/she occupied at the time of his/her separation. Subsequent merit increase eligibility dates shall follow the normal time progression between steps (as provided in Section 5.4, Merit Increases Within Range of this MOU).

- E. In all other respects (e.g., step increases and benefits eligibility accrual and use) he/she shall be treated as a new employee.
- F. No former employee shall have this right of reemployment under this Section who:
  - 1. Is not qualified to perform the duties of the position (i.e., fails to pass a physical examination);
  - 2. Is released from active duty for reasons other than honorable;
  - 3. Fails to make written application for reemployment with the County within six (6) months of his/her release; or
  - 4. Refuses upon request to provide true copies of any documents which he/she may be asked to provide in order to substantiate the period and kind of his/her military service, the circumstances of his/her release from such service and other information which is deemed necessary by the County in order to evaluate his/her application for reemployment.

### 13.7 Leave of Absence without Pay

- A. A leave of absence may be granted only to an employee having a satisfactory record. Department Heads may authorize a leave of absence without pay for a permanent or probationary employee for a period of time not to exceed thirty (30) calendar days. Successive leaves may not be granted by Department Heads.
- B. Any regular or probationary employee may be granted a leave of absence without pay in excess of thirty (30) calendar days upon his/her written request and the recommendation of his/her Department Head to the Director of Human Resources or his/her designee and only upon the exhaustion of all other appropriate leave balances. Requests for leave of absence without pay shall be made upon forms prescribed by the Director of Human Resources or his/her designee and shall state specifically the reasons for the requests, the date when it is desired to begin the leave and the probable date of return. The request shall normally be initiated by the employee, but may be initiated by his/her Department Head. The Department Head shall indicate on the request form his/her recommendation as to whether the request should be granted, modified or denied and shall promptly transmit the request to the Director of Human Resources or his/her designee.
- C. A leave of absence without pay either approved by the Department Head or approved by the Department Head and the Director of Human Resources or his/her

designee, shall be transmitted by the Director of Human Resources or his/her designee to the Auditor-Controller for appropriate action.

- D. A leave of absence without pay may be for a period not to exceed one (1) year. Such leave may be extended for an additional year, provided the request for the extension, processed as the original request, is made at least ten (10) days prior to the end of the original leave. The Director of Human Resources or his/her designee shall be promptly notified at the return of any employee from a leave of absence without pay.
- E. Neither leave accruals nor benefits shall accrue while an employee is on leave of absence without pay.
- F. Immediately prior to or at the time of return from leave of absence to active duty the employee may be required by his/her Department Head to submit a statement from his/her physician certifying as to his/her physical and/or mental ability to resume the duties of his/her position.
- G. Whenever an employee has been granted a leave of absence without pay and desires to return before expiration of such leave, the Department Head may require that reasonable notice not in excess of fifteen (15) calendar days be given.
- H. A leave of absence may be revoked by the Civil Service Commission upon evidence submitted by the Department Head that the cause for granting leave was misrepresented or has ceased to exist.
- I. Failure to return at the expiration of a leave of absence or being absent without leave shall be considered as an automatic resignation. Such a resignation may be rescinded by the Department Head if the employee presents satisfactory reasons for his/her absence within five (5) working days of the date his/her automatic resignation became effective.
- J. A leave of absence without pay may be granted for any of the following reasons:
  - 1. Illness or disability
  - 2. Pregnancy
  - 3. To take a course of study which will increase the employee's usefulness on return to his/her position.
  - 4. For other reasons acceptable to the Department Head and/or Director of Human Resources or his/her designee.

An employee may appeal the denial of a leave of absence without pay by filing a written appeal at Step 3 of the Grievance Procedure. Such an appeal shall be filed within ten (10) calendar days of receipt of notice of the denial

of the request for a leave of absence without pay. The decision of the Human Resources Director shall be final and not subject to further appeal.

## **14. HOLIDAYS**

### **14.1 Eligibility**

- A. Only regular, probationary, and limited-term employees shall be eligible for paid holidays.
- B. An employee must work or be paid for all or part of both the employee's regularly scheduled workday before and after a holiday to be eligible for that holiday.
- C. An employee who is terminating his/her employment for reasons other than paid County retirement may not use annual leave, sick leave or comp time on the day after a holiday if his/her last actual working day falls before the holiday. A holiday or floating holiday shall not be used as the date of termination (e.g., January 1st) in order to be paid for that day.
- D. A part-time employee shall receive those paid holidays on the same basis as his/her basic workweek relates to forty (40) hours, regardless of work schedule.

### **14.2 Holiday Compensation**

- A. Any employee who is required to work on a fixed paid holiday, which is part of his/her regular workweek shall be entitled to holiday compensatory time off (CTO) for the time actually worked. A full-time employee whose regularly scheduled day off falls on a paid holiday shall be entitled to eight (8) hours of holiday compensatory time. A full-time employee whose regularly scheduled day off falls on a partial paid holiday shall be entitled to four (4) hours of holiday compensatory time off. Departments shall make every effort to schedule the time off within the fiscal year in which it was earned.
- B. Holiday CTO shall be transferred to an employee's regular overtime CTO balance in lieu of pay provided the combined CTO and holiday overtime does not exceed eighty (80) hours as provided in Section 8 of this Memorandum of Understanding.
- C. Holiday CTO time taken shall be counted as time worked for purposes of overtime computation.
- D. When a paid holiday falls on a Saturday, the preceding Friday is a paid holiday. When a paid holiday falls on a Sunday, the Monday following is a paid holiday.

### **14.3 Holidays**

#### **A. Fixed Paid Holidays Include:**

New Year's Day	January 1
Martin Luther King's Birthday	3 <sup>rd</sup> Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	3 <sup>rd</sup> Monday in February

Memorial Day	last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veterans' Day	November 11
Thanksgiving	4 <sup>th</sup> Thursday in November
Day following Thanksgiving	Friday in November
Christmas	December 25

Effective January 1, 2020, the fixed paid holidays in 14.3 shall be amended by adding:

- December 24<sup>th</sup> Christmas Eve Day (beginning at 1:00 p.m.)
- December 31<sup>st</sup> New Year's Eve Day (beginning at 1:00 p.m.)

In accordance with County Code Section 2.01, the County's normal business hours are 8:00 a.m. to 5:00 p.m. As the normal workday is eight (8) hours and a normal meal period is one (1) hour, the County's anticipated meal period is from 12:00 to 1:00 which is unpaid. On these dates, employees who are scheduled to work, shall receive and shall use four (4) hours of holiday pay, and shall work the balance of their regularly scheduled work shift.

**B. Other Paid Holidays Include:**

1. Two (2) paid floating holiday in each calendar year. The timing of an employee's use of the floating holiday shall be subject to advance approval of the department head or his/her designee.
2. Special or limited holidays appointed by the President or Governor.
3. Such other days in lieu of holidays as the Board of Supervisors may determine.

**15. PROBATION PERIOD/RETREAT TO VACANT POSITIONS**

**15.1 Probation Period**

- A. All new or re-employed employees in full-time regular positions, shall serve a probationary period of thirteen (13) full pay periods from the date of appointment through the last day of the thirteenth (13) full pay period.
- B. All full-time employees who transfer from one department to another shall serve a probationary period of thirteen (13) full pay periods from the date of transfer. In addition, all full-time employees who are promoted shall serve a probationary period of thirteen (13) full pay periods from the date of promotion through the last day of the thirteenth (13<sup>th</sup>) pay period.

- C. All part-time employees shall serve an extended probation period beyond thirteen (13) pay periods in proportion to the relationship their basic workweek bears to forty (40) hours.

The initial or promotional probationary period may exceed thirteen (13) full pay periods of active duty when the extension is by mutual agreement between the probationary employee, appointing authority and the Director of Human Resources, or when the probationary period is extended pursuant to Section 15.1 (D) below. The probationary period shall not exceed twenty-six (26) full pay periods unless the extension results, in whole or in part, from an employee's leave of absence. For classifications with a twenty-six (26) pay period probationary period, the probationary period may not exceed thirty-nine (39) full pay periods.

- D. Any leave-of-absence with or without pay, military leave-of-absence or jury duty exceeding seven (7) calendar days shall cause the employee's probationary period to be extended by an amount equal to the number of pay periods during which the employee was on the leave-of-absence with or without pay, military leave or jury duty.
- E. There shall be an evaluation of each employee's job performance nine (9) pay periods from the date of appointment to regular or limited-term position and before any merit increase or every twenty-six (26) pay periods after reaching the top step of the salary range for the class in which they are employed.

Not later than two (2) pay periods prior to the end of an employee's probationary period, the department head or his/her designee should provide a probationary period performance evaluation. Absent any notification to the contrary the employee is deemed to have passed probation.

- F. New and reemployed employees who have not completed their initial probationary period are eligible for promotion. They are not eligible to transfer from one department to another unless the allocated position occupied by that employee is transferred to another department.

G. Rejection of Employee During Probationary Period

1. A probationary employee may be separated from service at any time during the probationary period without right of appeal or hearing unless the employee alleges that such separation was based upon discrimination. In such cases, the appeal and hearing shall be processed in accordance with Section 19 of this Memorandum of Understanding.
2. An employee who has completed the probationary period following initial appointment but fails to complete the probationary period for a position to



which he/she has been promoted, demoted, or transferred shall have the right of appeal in accordance with Section 19 of this Memorandum of Understanding.

#### 15.2 Retreat to Vacant Positions

- A. An employee rejected during the probation period from a position to which he/she had been promoted or transferred may be restored to his/her former position. Such restoration is not mandatory but is optional at the discretion of the Department Head, within the limits of available authorized positions.
- B. Any employee who (1) has completed an initial County probationary period and obtained permanent status; (2) is promoted from one class to another, both of which are in the same department and Representation Unit subject to these provisions; and (3) fails the promotional probation period, shall be restored to the classification held immediately prior to promotion, if a position in that class is vacant. Such restoration includes restoration of the employee's former salary, merit increase eligibility date, and all other benefits to which the employee would have been entitled if the promotion had not occurred.
- C. If an employee cannot be restored to the former class,
  - 1. The employee may be appointed by the Department Head to any other vacant position in any class provided:
    - a. the position is in the current department;
    - b. the class is in the same representation unit as the former class;
    - c. the employee meets the minimum qualifications for the class;
    - d. the salary range for the class does not exceed the range of the class held immediately prior to promotion;
    - e. The Director of Human Resources or his/her designee concurs with the appointment.
  - 2. The employee will serve a new probationary period.
  - 3. The employee's name will be placed on the current or continuous eligible list for that classification held immediately prior to promotion. The employee's name will be certified along with the regular number of applicants to vacancies in the class until the employee is selected or the eligible list is abolished.

#### 15.3 Twenty-Four (24) Months Continuous Service

An employee who has completed their probationary period is laid off, and subsequently reemployed in the same class within twenty four (24) months, by approval of the Director of Human Resources or his/her designee, will have continuous service credited to him or



her for actual time worked prior to layoff for purposes of vacation and longevity pay eligibility.

## **16. LAYOFF**

- A. Employees whose layoff date is effective during a month will continue to receive medical, dental, vision and life insurance coverage during that month.
- B. Employees who are laid off and subsequently rehired within a 90 calendar day period following the effective date of their layoff will be considered as having served continuously in County service for purposes of seniority and annual leave accrual. During this 90-calendar day period, such laid off employees will not be entitled to cash out accumulated annual leave entitlement, sick leave, holiday leave or compensatory time off. In the event such laid off employee is not rehired within this 90 day period or if a laid off employee relinquishes all reemployment rights with the County within this 90 day period, such employee shall be entitled to payoff of earned benefits as provided in the Memorandum of Understanding.
- C. The County will preferentially certify (i.e. forward their names separately to appointing authorities for consideration prior to the provision of other certification lists) laid off employees to vacant positions for a period of 90 days following the effective date of their layoff provided they meet the minimum qualifications for such vacant positions excluding, however, vacant positions in lead, senior, or higher classifications (i.e., positions above the journey person level).

## **17. FURLOUGHS**

### **A. COUNTY FURLOUGH**

- 1. If the County projects that expenditures will exceed revenues on a fiscal year basis without regard to the funding source, the Board of Supervisors at its sole discretion shall have the right to implement unpaid furlough days; including the closure of County facilities; or for those work units not subject to closure, the scheduling of a corresponding reduction in pay.
- 2. The total number of days the County will close or otherwise furlough employees will be determined at the sole discretion of the Board of Supervisors for up to twelve (12) workdays per fiscal year (July 1 to June 30).
- 3. A facility closure shall not apply to twenty-four-hour institutions and operations designated by the County Administrator to be twenty-four-hour operations, specified law enforcement functions, or other public services

that normally operate on legal holidays. Services that do not normally function on legal holidays will be closed unless authorized by the Board of Supervisors or the County Administrator.

**B. EMPLOYEES' PAY REDUCTIONS/ACCRUAL OF DEFERRED HOURS**

1. This provision applies to all employees except those employees who are exempt from deferred hours as specified in Section 17.A.3.
2. The reduction in pay shall be prorated over up to twenty-four (24) pay periods, two (2) pay periods for each day facilities/operations are closed. At the discretion of the County Administrator, but no earlier than the first pay period of the fiscal year, and for each pay period thereafter, four (4) hours pay shall be deferred. Employees shall be paid for seventy-six (76) hours although they work eighty (80) hours. Part-time employees shall receive prorated hours deferred and prorated salary reduction.
3. On days County facilities/operations are closed in accordance with this provision, employees will utilize deferred hours to maintain their level of pay. If employees do not have sufficient deferred hours, they will be allowed to use vacation, CTO, or other appropriate leave accruals to maintain their level of pay. If no accruals are available for use, employees will use leave without pay to cover all or a portion of the furlough day.

**C. EMPLOYEES EXEMPT FROM PAY REDUCTIONS/DEFERRED HOURS**

1. The Board of Supervisors authorizes the County Administrator to determine which positions within these 24 hour facilities/units cannot be subject to furlough leave due to the need to provide services that are necessary to the protection of public health, safety and welfare.
2. Employees that cannot be subject to a closure or furlough as determined in Section 17.A.1 and 17.A.3 above, shall be subject to a reduction in pay of 4.62% to total an amount to equal to the value of the number of furlough day imposed by the Board of Supervisors.

**D. PAID IF REQUIRED TO WORK**

Employees who are subject to the furlough provision but are required to work on days County facilities/operations are closed pursuant to this provision shall be paid for such work time at their normal hourly rate unless they are entitled to overtime pay. Their deferred time shall be taken on another day as determined by the appointing authority.

E. FURLOUGH DAY ON SCHEDULED DAY OFF

Employees whose normal day off falls on a furlough day will not be paid for that day. Their deferred time shall be taken on another day as determined by the appointing authority.

F. BENEFITS

There will be no reductions in County contributions to employee group insurance nor leave accruals during pay periods of facility/operations closure. Income tax and social security will be based on actual pay.

G. HOLIDAYS

If a day of facilities/operations closure is on a Friday preceding a Saturday holiday, employees will receive up to eight (8) holiday CTO hours which may be taken on another day.

H. TREATMENT OF DEFERRED HOURS AT THE END OF THE FISCAL YEAR

Employees who have an accrued balance of deferred hours at the end of the fiscal year may take such time during the next fiscal year.

I. TERMINATING EMPLOYEES

Employees who terminate employment will be paid for any accrued deferred hours at their normal rate of pay.

J. APPENDIX “D”

Effects of this provision on pay, benefits integration, modified workweeks, time bases and other terms and conditions of employment are described on Appendix “D” for described situations. Appendix “D” is incorporated herein as an expressed term of this article.

K. Neither the County’s projection of revenue and expenditures, nor the exercise of the Board of Supervisors’ discretion to implement a furlough, shall be subject to the grievance /arbitration provisions of the MOU.

L. Prior to invoking the County’s authority to implement a furlough, the County will notify the Association of the decision, the dates of the operations/facility closures and the required number of furlough days.

## **18. DISCIPLINARY ACTION**

The appointing authority may dismiss suspend, demote or reduce in salary for disciplinary reasons any employee in the classified service provided the rules and regulations of the Civil Service Commission are followed:

### 18.1 Procedure

- A. The appointing authority proposing that disciplinary action be taken shall provide the employee with written notice of the proposed action. The written notice shall include:
  - 1. A description of the proposed action to be taken
  - 2. A clear and concise statement of the reasons for the proposed action.
  - 3. A statement that a copy of the materials upon which the action is based are attached or available for inspection by the employee or by the employee's representative.
  - 4. A statement advising the employee of the right to respond to the charges either verbally or in writing to the appointing authority proposing the action prior to its effective date, including the time within which such response must be made (at least ten (10) calendar days from the date of service of the written order). Failure of the employee to make a written or oral response will constitute waiver of the right to respond.
- B. If the employee elects to respond in person, a meeting shall be scheduled with the Department Head or his/her designee at which the employee shall be given the opportunity to respond to the proposed action. The employee shall be entitled to be represented by the person of his/her choosing at the meeting. The appointing authority may amend, modify, or revoke any or all of the charges contained in the written order. The appointing authority shall provide notice to the employee or the disciplinary action to be taken and of his/her right to appeal to the County Civil Service Commission and the time within which the appeal must be made.

### 18.2 Appeal Process

Any employee may either appeal such dismissal, suspension, demotion, or reduction in salary to the Civil Service Commission or through the non-Civil Service Commission process as described below; however, should an employee who has retained Civil Service status be disciplined again within the following three (3) years then the employee must engage in the disciplinary action appeal process (e.g. Civil Service Commission or non-Civil Service Commission appeal) as was last used by the employee.

A copy of all proposed disciplinary actions and/or disciplinary actions will be provided to SPPOA. An employee may not both appeal to the Civil Service Commission and file an appeal under this Disciplinary Action Appeal process.

18.3 Disciplinary Action Appeal Process – Not to the Civil Service Commission

A. Appeal to the Director of Human Resources

Disciplinary actions may be appealed to the Director of Human Resources within fifteen (15) calendar days of the date the Notice of Discipline is provided to the employee. The Director of Human Resources shall have twenty-one (21) calendar days to investigate the issues, meet with the appellant and attempt to reach a satisfactory resolution. No disciplinary action appeal may be processed under additional disciplinary action appeal steps which has not first been filed and investigated in accordance with this step.

B. Appeal to Mediation

Disciplinary actions that have been investigated by the Director of Human Resources may be appealed to a mediator within twenty-one (21) calendar days of the date the Director of Human Resources' decision is provided to the employee. Mediation will be convened within ninety (90) working days of receipt of the timely request for mediation.

The mediator shall be selected by mutual agreement from the State Conciliation Service. In the event either party does not believe that a settlement can be reached, the matter shall be referred directly to an impartial arbitrator in accordance with section 18.3C of this agreement.

C. Appeal to Arbitration

Either the Association or the County may require that the appeal be referred to an impartial arbitrator who shall be designated by mutual agreement between the Association and the Director of Human Resources or his/her designee.

In the event the parties are unable to agree on an arbitrator, the parties shall solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators.

After the receipt of the list, the parties shall alternatively strike arbitrator's names from the list until one (1) arbitrator's name remains.

The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the Association and the County. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any. The request for arbitration must be made in writing within twenty-one (21) calendar days following the recommendation of the mediator.

D. Disciplinary Action Appeal Timelines

Failure of the employee or the employee's representative to adhere to the timelines

contained in this article shall be considered an abandonment of his/her appeal. Failure of the County to adhere to the timelines contained in this article shall allow the employee, or the employee's representative, to pursue his/her appeal to the next higher step.

- E. Scope of Disciplinary Action Appeal Adjustment Board and Arbitration Decisions
1. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.
  2. No adjustment board and no arbitrator shall hear, decide or make recommendations on any dispute unless it involves a position in a unit represented by the Association certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance as set forth in this Memorandum of Understanding.
- F. Proposals to add to or change this Memorandum of Understanding or written agreements or addenda shall not be subject to arbitration or an adjustment board. No proposal to modify, amend or terminate this Memorandum of Understanding nor any matter or subject arising out of or in connection with such proposal may be referred to an adjustment board or arbitration. No adjustment board or arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda or to establish any new terms or conditions of employment.

## **19. GRIEVANCES**

### **19.1 Definition**

A grievance is any dispute, which involves the interpretation or application of any provisions of this Memorandum of Understanding excluding, however, those provisions of this Memorandum of Understanding, which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

### **19.2 Purpose**

The purposes of this procedure are:

1. To resolve grievance disputes informally at the lowest possible level;
2. To provide an orderly and prompt procedure for resolving disputes which arise regarding the interpretation of the Memorandum of Understanding;
3. To encourage communication between employees, the Association, and County representatives;

4. To determine and correct, if possible, the causes of grievance disputes.

### 19.3 Steps

Grievances shall be processed in the following manner

#### **Step 1. Informal Discussion**

Any employee who believes that he/she has a grievance shall discuss his/her complaint with his/her immediate supervisor (or such management official designated by the Department Head) within fifteen (15) calendar days of the incident or occurrence. This meeting shall be held in an effort to resolve the grievance informally. The immediate supervisor/ management official shall have ten (10) calendar days from the date of the informal discussion to respond to the employee. If an agreement is reached to resolve the issue, the supervisor will confirm the outcome in writing.

If the management official's response does not resolve the grievance, the employee has ten (10) calendar days from the management official's response date to file the grievance in writing with the Department Head or his/her designee. If the management official fails to respond, the employee has ten (10) calendar days from the date the management official's response was due to file the grievance in writing with the Department Head or his/her designee.

#### **Step 2. Department Head and or the Designated Representative**

The Department Head or his/her designated representative will meet with the grievant and his/her Association representative and shall provide a written response to the grievance within twenty one (21) calendar days of having received it.

If the grievance is not resolved within the department, the employee or the Association shall have the right to appeal the grievance to the Human Resources Director, in writing, within fifteen (15) calendar days of the response made at Step 2. Notwithstanding this procedure, all complaints involving or concerning the payment of compensation shall be in writing to the Director of Human Resources or his/her designee with a copy to the Department Head. A grievance shall be initiated in writing on the Solano County Grievance Form.

#### **Step 3. Director of Human Resources**

Any employee or any official of the Association may notify the Director of Human Resources or his/her designee in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. The Director of Human Resources or his/her designee shall have twenty-one (21) calendar days in which to investigate the issues, meet with the complainant and attempt to reach a satisfactory resolution of the problem. No grievance may be

processed under Step 4 below which has not first been filed and investigated in accordance with Step 3.

#### **Step 4. Mediation**

If the parties are unable to reach a mutually satisfactory accord on any grievance, which arises and is presented during the term of this Memorandum of Understanding, the moving party shall have twenty-one (21) calendar days to request in writing that the grievant be scheduled for Mediation.

A mediator from the State Mediation Service shall be scheduled to conduct the mediation.

The Mediator shall not issue any public statement of fact or opinion on the matter in question.

The Mediator's recommendation shall neither be made public nor be introduced into any other grievance level by the other party.

If the issue is not resolved through mediation, either party may appeal to arbitration as provided below.

#### **Step 5. Arbitration**

If the grievance is not resolved at Step 4, the Union or the County may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the Director of Human Resources.

In the event the parties are unable to agree on an arbitrator, the parties shall solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators.

After the receipt of the list, the parties shall alternatively strike arbitrator's names from the list until one (1) arbitrator's name remains.

The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the Union and the County. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any. The request for arbitration shall be made in writing within twenty-one (21) calendar days following the conclusion of mediation.

#### **Scope of Arbitration Decision**

1. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.
2. No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit unless such dispute falls within the definition of a grievance as set forth in Section 19.1.



3. Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

#### 19.4 Timeliness of Grievances and Responses

- A. Failure of the grievant to adhere to the timeliness contained in this article shall be considered an abandonment of his/her grievance. Failure of the County to adhere to the timelines contained in this article shall allow the grievant to pursue his/her grievance to the next higher step.
- B. If any of the time periods for processing a grievance, as outlined above, end on a day which is not a normal County workday (i.e. a weekend or recognized County holiday) the timelines shall be extended to 5:00 pm on the next regular County work day.

#### 19.5 Compensation Complaints

- A. All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Human Resources Director. Only complaints, which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding, shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which result from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed.
- B. No change in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from Mediation) will be recognized unless agreed to by the Director of Human Resources or his/her designee and the Association.

#### 19.6. County Code and Civil Service Commission

- A. The provisions of this Section shall not abridge any rights to which an employee may be entitled under the County Code, nor shall it be administered in a manner, which would abrogate any power, which, under the County Code, may be within the sole province and discretion of the Civil Service Commission.

- B. All grievances of employees in representation units represented by the Association shall be processed under this Section. If the County Code requires that a differing option be available to the employee, no action under paragraph 3 4 or 5 of Section 19.C. Grievance Steps above shall be taken unless it is determined that the employee is not availing himself/herself of such option.
- C. No action under paragraph 3, 4, or 5 of Section 19 Grievance Steps above shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.

## **20. HOURS OF WORK AND OVERTIME**

### **20.1 Hours of Work**

- A. Except as may be otherwise provided by order of the Board of Supervisors, eight (8) to ten (10) hours of work shall constitute a day's work for all permanent, probationary full-time employees. Unless otherwise determined by the department, each workday shall include a lunch period of not less than thirty (30) minutes to be taken approximately mid-point during the workday. The lunch period shall not be considered part of the eight (8) to ten (10) hours of work, except in twenty-four (24) hour facilities where the employee continues to work during the lunch period.
- B. Holiday Adjusted Time - A Department Head, with the concurrence of the County Administrator, may establish a "Holiday Adjusted Time" program. If a fixed County Holiday falls on an employee's regularly scheduled workday the employee is granted eight (8) hours of paid holiday time or pro-rated if the employee is less than full-time. Holiday Adjusted Time may be granted, subject to the needs of the Department, to cover the balance of the employee's normal hours that exceed the eight (8) hours of holiday pay. For example, an employee on a 4/10 work schedule may be permitted to work an additional two hours in the same work week as a fixed County Holiday. Holiday Adjusted Time may not be worked outside of department's business hours unless authorized by the Department Head. An employee may combine an hour of Holiday Adjusted Time and available leave accrual to supplement the eight (8) hours of holiday pay. However, an employee may not take leave without pay if the employee has available leave accruals. This program excludes employees in the Group Counselor series or any classification assigned to a 24 hour by seven (7) days/week post position.

### **20.2 Workweek**

- A. Except as may be otherwise provided, the official workweek shall be forty (40) hours of work in any seven (7) consecutive calendar days. The workweek schedule shall normally consist of five (5) workdays of eight (8) hours work each. However,

Department Heads may establish workweek schedules, which differ from the normal schedule, upon recommendation of the Department Head and approval of the County Administrator and the Board of Supervisors. It shall be the duty of each Department Head to arrange the work of his/her department so that each employee therein shall work not more than forty (40) hours in any workweek; except, that a Department Head may require any employee of his/ her department to temporarily perform service in excess of forty (40) hours when public necessity or convenience so requires. See Section 8 of this MOU for provisions concerning overtime work.

**B. Alternative Workweek/Work Hours**

1. The hours of work for County employees are established to ensure that efficient and effective services are delivered to County customers and clients. While the County's general hours of operations are specifically structured to support the needs of customers and clients, alternate work schedules can enhance the public's access to County services. In those cases where alternative work schedules have been or will be instituted, such alternate work schedule(s) will continue to be instituted and maintained based on the specific circumstances and factors which enhance public service and may be specific to designated positions or work groups.
2. Establishment of any new workweek/work hours shall require completion of any required meet and confer process and the recommendation of the Department Head and approval of the County Administrative Officer and the Board of Supervisors. This Section does not restrict the ability of a Department Head to modify an individual employee's schedule, with notice to the Director of Human Resources or his/her designee.

**20.3 Rest Period**

Each employee shall be entitled to take one fifteen (15) minute rest period for each (4) hours of work performed by such employee in a workday. If not taken, such rest period is waived by such employee. Rest periods may not be combined with lunch periods; nor may they be moved to the beginning or ending of the workday. Authorized rest period time taken shall be counted as time worked.

**20.4 Overtime**

**A. Overtime Work Defined**

1. Overtime work, for employees assigned to an eight (8) hour day/ five (5) days per week, forty (40) hour work week, shall be defined as all work specifically authorized by the Department Head that is performed in excess of forty (40) hours per week. In those cases where an employee has requested and is granted an alternate work schedule, or has been assigned to an alternate work schedule, overtime is defined as all work performed in

excess of eighty (80) hours in a two (2) week pay period. When employees who work in a 24-hour facility and who are regularly scheduled to work an eight hour shift, work more than twelve (12) consecutive hours, the hours over twelve (12) consecutive hours will be compensated at time and one half.

2. Employees who are required to work overtime, may, with supervisor approval, choose to flex their schedule within the same pay period, except as provided in Section 1 (c) below, or choose to be compensated by cash or CTO as provided in Section 8.A.3, below.
3. Employees assigned to an Alternate Work Schedule who are required to appear as a witness in court during off-duty hours in connection with regular duties as a County employee shall be required to flex their schedule within the same pay period, if scheduling permits and with supervisor approval. Overtime, for court appearances in connection with regular duties as a County employee may be authorized by the Appointing Authority as provided in this Memorandum of Understanding if flexing schedule is not possible due to operational or other scheduling issues. However, if the employee is served with a subpoena requiring a court appearance within three days or less of the date of service, the employee shall receive compensation in accordance with overtime provisions in this MOU for the actual time required to be in attendance in court for County work-related appearances.
4. All employees “covered” under FLSA shall be paid for all time worked beyond the maximum allowable for appropriately assigned work periods at one and one half times their regular rate of pay.

**B. Application of Overtime**

1. If, in the judgment of a Department Head, work beyond the official forty (40) hour workweek is required, or eighty (80) hours in a two week pay period for employees assigned to an alternative work week, he/she may order such overtime work. This overtime work will be compensated for as provided in this Section.
2. Time worked as overtime shall not be counted as service time for purposes of employee benefits eligibility or accrual or probation or merit increase periods. Compensatory time off (CTO) taken by an employee may be used as part of the established workweek to earn employee benefits and to serve out probation and merit increase periods.
3. No Department Head may employ a person from outside the department as a substitute for an employee who is on compensatory time off. No

Department Head shall assign an employee within the department as a substitute for another employee who is on compensatory time off, where such employee assigned received an increase in pay, as a result of such assignment. Within budget limitation, extra-help employees may be utilized to substitute for employees who are on compensatory time off.

4. No regular, probationary, or limited-term employee may be employed in one or more positions, full or part-time, more than a total of forty (40) hours per week, excepting authorized overtime, unless authorized by the Board of Supervisors. Nothing in this Section is to preclude an employee from temporarily serving in another capacity in the event of an emergency provided he/she has the approval of his/her Department Head.
5. Within the Probation Department, a sign-up list will be posted on Thursday or Friday each workweek in the Juvenile Hall on which individual Group Counselors may indicate their availability to work overtime the following week.
  - a. In the event overtime work is required, the appointing authority or his/her representative shall first offer such overtime to those Group Counselors who have volunteered by signing the overtime list, who are qualified to perform the overtime work involved.
  - b. In the event that an insufficient number of qualified Group Counselors volunteer to work the required overtime, the appointing authority may offer the required overtime to other qualified employees or may require those qualified Group Counselors with the least amount of seniority to work such overtime.
6. When an employee, assigned to the Juvenile Detention Facility, is required to work a double shift with less than 12-hours' notice, the employee shall have the option, during the overtime shift, of taking either a 30 minute paid lunch period pursuant to Section 5 of the MOU, or taking a 30 minute unpaid lunch period at the beginning of the overtime shift, in order to leave the facility to obtain a meal.

**C. Overtime Payment**

1. Employees covered under FLSA (designated as 09) and assigned to a regular forty (40) hour work week shall be paid for all work in excess of forty (40) hours in a workweek at one and one-half times the regular rate of pay, however, employees may be granted CTO at the rate of one and one-half hours off for each hour worked in lieu of overtime payment with the concurrence of the appropriate departmental authority; except that employees shall have the option of determining the method of overtime payment (cash or CTO) for up to forty (40) hours of overtime worked in a

fiscal year. For part-time employees these limits will be prorated based on the relationship his/her basic work week bears to forty (40) hours. In no case shall an employee be allowed to earn CTO for overtime worked if it would result in an aggregate CTO balance of more than 120 hours. For part-time employees this forty (40) hour limit will be prorated based on the relationship his/her basic work week bears to forty (40) hours.

2. Employees covered under FLSA (designated as 09) and assigned to an alternate work week shall be paid for all work in excess of eighty (80) hours in a pay period at one and one-half times the regular rate of pay, however, employees may be granted CTO at the rate of one and one-half hours off for each hour worked in lieu of overtime payment with the concurrence of the appropriate departmental authority; except that employees shall have the option of determining the method of overtime payment (cash or CTO) for up to forty (40) hours of overtime worked in a fiscal year. Additional overtime worked in a fiscal year, between forty (40) and eighty (80) hours, may, with supervisor concurrence, be compensated with CTO. For part-time employees these limits will be prorated based on the relationship his/her basic work week bears to forty (40) hours. In no case shall an employee be allowed to earn CTO for overtime worked if it would result in an aggregate CTO balance of more than 120 hours.
3. Employees who voluntarily work overtime on the graveyard shift at the Juvenile Detention Facility may elect, in lieu of cash payment, to apply an additional sixteen (16) hours of such graveyard overtime toward CTO. This would result in an employee being able to select the method of payment (cash or CTO) for a maximum of fifty-six (56) hours in a fiscal year. This provision for an additional sixteen (16) hours of CTO does not apply to an employee who is mandated to work as a result of an unfilled shift. Time off on recognized fixed County Holidays shall be considered time worked for overtime calculation purposes.
4. When the County establishes new classifications, which are proposed to be assigned to a bargaining unit covered by this MOU, the County will offer to meet and confer with the Association regarding the appropriate overtime code designation for such new classifications.
5. Payment for overtime shall be separately itemized on the payroll certification.
6. Any CTO accumulated in excess of eighty (80) hours shall be taken off within the fiscal year in which it is earned. If the Department Head is unable to schedule sufficient time off during the fiscal year, the employees' accrual balance shall be reduced to eighty (80) hours at the beginning of the next fiscal year and employee paid for all hours reduced from his or her balance

at the employee's applicable straight time rate in effect on the last full pay period in the outgoing fiscal year.

7. Compensatory time off taken by an employee shall be counted as time worked for purposes of overtime computation.
8. When an employee in a regular part-time position is required to work in excess of his/her regular work schedule during any week to cover seasonal peak workloads, emergency extra work loads of limited duration, necessary vacation relief and other similar situations, such work shall be compensated for at the employee's regular rate. For time worked in excess of forty (40) hours, the employee will be paid as provided in this Section.

## **21. NO STRIKE / NO LOCKOUT**

- A. The Association, its members and representatives, agree not to engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties during the term of this Memorandum of Understanding.
- B. The County agrees not to engage in any lockout during the term of this Memorandum of Understanding.

## **22. OTHER PROVISIONS**

### **22.1 Duties Imposed on Officers and Employees to be Performed, Staggering of Hours of Employment**

Nothing contained in this agreement shall prevent, relieve or otherwise excuse any County employee from the performance of any duty imposed upon him/her by law, the Solano County Code or other ordinance of this County, or from the rendering of service at such times and places as are necessary in order to properly perform the functions of his/her office or employment. County officers and heads of departments are empowered to stagger, rearrange and adjust the hours of employment of employees in such a manner as to enable them to keep their offices open at all times required.

### **22.2 Mileage Reimbursement**

#### **A. Amount of Reimbursement**

Employees who are authorized and use personal automobiles, vans, or trucks on official County business shall be eligible for reimbursement for such use based upon a flat rate per mile of County business use in accordance with the IRS rate. The deductible amount, not covered by the employee's insurance which becomes



an actual expense to the employee because of an accident while on County business, and for which the employee is not cited, shall be reimbursed by the County up to a maximum of \$500.00 per accident. Necessary tolls and parking fees are also reimbursable. Claims for deductible reimbursements shall be documented. Reimbursement of Out-of-County trips shall not exceed the cost of reasonable public transportation; i.e., air, train, bus.

B. Claims

Each employee who wishes reimbursement for the authorized use of a personal vehicle on County business shall file a claim with his/her department utilizing the forms and procedures designated by the County Auditor–Controller.

C. Authorized Use – Office County Business

1. Authorization to use a personal vehicle on official County Business shall be obtained in advance from the employee's Department Head. Failure to obtain advance authorization may nullify the claim for reimbursement.
2. Authorization shall be made only for the purpose of necessary travel between work locations, less any personal use miles.
3. Personal use mileage includes commute miles to or from an employee's work site on a given day and any side trips or travel miles taken for reasons of personal business or other non-County business activities.
4. In those cases where an employee drives directly from his/her normal place of residence to the site of a meeting or another official purpose that is not at his/her regular work location, mileage reimbursement is allowable for the actual miles driven less any personal miles, and shall be for the shortest route. (For example, an employee living in Vacaville with a regular work site assignment in Fairfield, who drives to Sacramento and back home on County business would be eligible to receive mileage reimbursement to and from Sacramento via I-80 and connecting streets plus any parking fees less normal commute miles. The same employee driving to San Francisco and back home could claim the round trip mileage between Fairfield and San Francisco via I-80 plus parking fees and tolls.)
5. An employee at the end of a work schedule who drives from a regular work site to another County work location on official business, and then drives home, shall receive mileage reimbursement for the miles driven between the two County work locations.

D. Evidence of Insurance



Employees who use a personal vehicle on County business shall file evidence of insurance with the Department Head, which reflects the current level of coverage. Newly hired employees shall file evidence of insurance prior to operating a personal vehicle on County business.

**Required Coverage:**

1. Personal Injury: \$15,000 per person/\$30,000 aggregate.
2. Uninsured Motorist: \$15,000 per person/\$30,000 aggregate
3. Property Damage: \$5,000.

Employees may elect not to purchase either comprehensive or collision coverage on their vehicle, but the County's maximum liability for "deductible" claims in the event of non-recoverable loss because of lack of coverage shall be limited to a total of \$100.00 per accident.

22.3 Conflict of Interest

- A. County employees shall not engage in any activity, which constitutes a conflict of interest due to the nature, conditions, or some other aspect of the activity. Any officer or employee wishing to engage in any occupation or outside activity for compensation shall inform his/her Department Head, in writing and in advance, of the time required and the nature of such activity. It shall be the responsibility of each Department Head to ensure that employees in his/her department do not engage in any activity, which constitutes a conflict of interest. The Department Head shall issue an opinion to an employee if the employee's proposed activity constitutes a possible conflict of interest within ten (10) working days from the date the Department Head received notice of the proposed activity.
- B. An employee who has followed this procedure will not be disciplined under the provisions of this section without such employee having received prior written notification of the possible conflict of interest. Disputes concerning this provision will be handled under the County's Grievance Procedure.

22.4 Personnel Files

- A. The official personnel file for each County employee shall be maintained by the Human Resources Department. An employee, or his/her representative, shall have the right to review the employee's official personnel file in Human Resources by scheduling a specific date and time, with the Human Resources staff. The employee's representative must present written authorization from the employee prior to reviewing the file.
- B. A copy of any performance reviews, written reprimands, commendations, or disciplinary actions placed in the employee's personnel file will be provided to the

employee by the employee's department at the time the material is sent to Human Resources for placement in the official file. The employee may be requested to acknowledge the receipt of any documents entered in to his or her personnel file. In the event the employee refuses to sign acknowledgement, the supervisor shall indicate such on the document. Any additional copies of documents from the employee's personnel file may be subject to reasonable charges in accordance with Human Resources Department and County policy. The employee may respond in writing through his/her Department Head to documents placed in the file. This response will be filed with the original document.

- C. Performance reviews and written reprimands shall only be placed in an employee's official personnel file if the employee has either signed and dated the document or a supervisor/manager has signed and dated it indicating the date the employee was given a copy and refused to sign it. Disciplinary action shall only be placed in the file after the employee has been provided a copy of the action.

## **23. SEVERABILITY**

If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdictions, or if compliance with or enforcement of any such provisions shall be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.

## **24. CONTRACTING OUT**

Prior to contracting out work which is customarily and routinely performed by employees in classifications covered by this Memorandum of Understanding, the County agrees to provide at least sixty (60) calendar days prior notice to the Association and to meet and confer on the impact of the contracting out.

## **25. LABOR MANAGEMENT COMMITTEE**

The parties agree that Joint Labor Management Committees (LMC) can further the development of effective communications and relationships between labor and management. To effectuate more effective communications and working relationships, a LMC may be formed in a department by the mutual agreement of the Department Head and the Association. Meetings of the LMC shall be scheduled by mutual agreement and with advance notice of the issues to be discussed.

## **26. FULL UNDERSTANDING**

The parties acknowledge that each has had the unlimited right and opportunity to raise, discuss, and meet and confer with the other on all matters within the scope of representation and that the agreements reached between the parties are fully set forth herein in writing. There are no agreed upon terms, promises, binding practices, or conditions except as expressly set forth in this Agreement. Except as otherwise mandated by applicable state or federal law, the employees'

entitlement to economic rights and benefits of County employment derive exclusively from the express terms of this Agreement. Pursuant to this Article, the County may from time to time provide employees with additional economic benefits and may regulate employee conduct through its Personnel Policies as they currently exist or as the County may revise them from time to time.

In witness hereof the authorized representatives have set their hands as set forth below, the latest of which shall be deemed the signed date of this Memorandum of Understanding:

**FOR THE COUNTY:**

Marc A. Fox  
Director of Human Resources

Georgia L. Cochran Chief Spokesperson	Date
------------------------------------------	------

Ruben Vang  
Probation Services Manager

Date

Melaniece Lovejoy  
Human Resources Analyst

**FOR THE ASSOCIATION:**

Christopher W. Miller  
Chief Spokesperson

Joseph Martinez  
President, SPPOA

Kevin Kahn Date  
Deputy Probation Officer (Supervising)

John Pierce  
Deputy Probation Officer (Senior)

Logan Fong  
Deputy Probation Officer

Date

Jennifer Ramirez  
Deputy Probation Officer

Date

## **APPENDIX A – CLASSIFICATION LISTING**

**Regular and limited-term classification represented under this agreement is:**

Deputy Probation Officer (Supervising)

## APPENDIX B – SALARY SCHEDULE

The present approximate monthly pay rate for the represented classification is:

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Dep Probation Officer (Spvsing)	7,224.12	7,585.33	7,964.60	8,362.83	8,780.97

1. Effective the later of November 17, 2019 or the beginning of the first pay period following the Board of Supervisors' adoption of the collective bargaining agreement, the base wage rates set forth in this Appendix B, will increase by three percent (3%) of the base wage rates in effect the day before such increase takes effect.
2. Effective the beginning of twenty-sixth (26th) pay period following the wage increase set forth in this Appendix B, paragraph 1 above, the base wage rates will increase by three percent (3%) of the base wage rates in effect the day before such increase takes effect.
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 three percent (2%) of the base wage rates in effect the day before such increase takes effect.
4. Effective the beginning of the thirteenth (13th) 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.
5. Effective September 4, 2022 the base wage rates set forth in this Appendix B, paragraph 4 above, will increase by one percent (1%) of the base wage rates in effect the day before such increase takes effect.

Note: The hourly rate is calculated by multiplying monthly pay rate by twelve (12) months and dividing that value by two thousand eighty (2,080) hours.

## **APPENDIX C – Cost Sharing of PERS 2% @ 50 Retirement Formula**

### **SPPOA and the County of Solano**

**March 13, 2002**

The PERS retirement enhancement provided for the 2% @ 50 formula in July 2002. Therefore, the cost of this benefit as established by PERS (\$10,150,111) was the responsibility of the employees. The County agreed to allow the employees to pay for this plan enhancement in the form of a payroll deduction with the cost amortized over the next 20 years. This payment is in the form of a percentage deduction made from the paycheck of each employee in the unit, until the above-established cost has been recovered based on the following:

#### **Probation 2% @ 50 Formula**

1. Based on the CalPERS corrected valuation dated February 26, 2002, the total cost of the benefit amendment is \$10,150,111.
2. For purposes of the initial implementation, the first employee deduction will be made on July 26, 2002 based on July 7, 2002 effective date of the CalPERS amendment.
3. December of each year the County will calculate the amount due for the subsequent calendar year with a cap of 5%. Below is the formula for the calculation:
4. Total cost divided by 20 years = annual amount of pay back.
5. Divide the annual amount of payback by the average number of employees for the previous year = the annual per employee pay back.
6. Divide the annual per employee pay back by the number of pay periods for that calendar year = average pay back per employee per pay period
7. Divide the average pay back per employee per pay period by the average per pay period gross salary = the percentage of gross per pay period salary deducted from each probation employee. The percentage deducted may be 5% or less.
8. Any change in the percentage amount to be deducted from the employee's paycheck will be adjusted in the first pay period in January.
9. This agreement resolves any outstanding grievances regarding safety retirement for Probation employees.

APPENDIX D – Closure to Facilities to Achieve Cost Reduction

Situation	Result	Comments
Full-time (F-T) employees	Pay is reduced by 4.0 hours.  4.0 hours credited to furlough leave accruals.	
SDI integration	Integrate leave accruals up to employee's Full Time Equivalency (FTE) less furlough hours.	Examples: F-T EE normally works 80 hours/pay period minus 4 furlough hours = integrate up to 76 hours.  P-T EE normally works 40 hours/pay period minus 2 furlough hours = integrate up to 38 hours.
Workers' Compensation integration.	Same as SDI integration.	See examples under SDI integration.
Leave without pay for partial pay period	Pay is reduced by 4.0 hours (or pro-rated if part-time employee).  4.0 hours credited to furlough leave accruals.	Furlough hours based on EE's normal FTE (not pro-rated based on hours worked).
Various shifts (4/10, 9/80)	Pay is reduced by 4.0 hours.  4.0 hours credited to furlough leave accruals.  If furlough is day off, another day is taken as furlough.	
Promotion/Demotion	Pay is reduced by 4.0 hours.  4.0 hours credited to furlough leave accruals.	No effect on number of furlough hours unless there is a change in FTE.
Taxes	Taxes are withheld on the reduced salary.	
New hires (working less than 80 hours 1 <sup>st</sup> pay period)	Furlough hours pro-rated based on scheduled number of hours to be worked.	Example: EE starts work Tuesday after Monday holiday (works 72 hours of pay period) = 90% of pay period. 4.0 furlough



Situation	Result	Comments
	Furlough hours credited to furlough leave accruals.	hours x 90% = 3.6 hours credited to furlough leave accruals and pay reduced by 3.6 hours.
Holidays	No change.	EE must be in a paid status the day before and the day after the holiday to be compensated for the holiday.
Retirement deductions	Reduction in earnings due to furlough will reduce reportable earnings and reduce PERS deductions.	Retirement deductions taken based on reduced salary.
Retirement benefits	Retirement allowance calculated using the average monthly full-time <i>pay rate</i> (final compensation) reported to CalPERS for the highest 12 consecutive months of employment.	Furlough does not change pay rate. However, furlough could reduce special compensation amounts that are paid as a factor of earnings. In some cases final compensation could be reduced, but only for members with earnings-based special compensation whose highest 12 month period at retirement includes furlough time.
Health insurance contributions	No change.	As long as EE is in a paid status in the pay period, health insurance contributions will be made.
Leave accruals	No change.	Normal leave accruals will be earned.
Terminations	Employee is paid for any furlough hours accrued and not used.	Treated the same as vacation leave balance.
Differentials (% of actual earnings)	Differentials paid as a factor of earnings will be reduced based on reduced earnings.	Example: longevity pay.
Differentials (flat amount or % of pay rate)	No change.	Example: POST pay or shift differential.
Part-time employees	Furlough reduction will be pro-rated based on FTE.	

Situation	Result	Comments
Change from FT - PT	Same as part-time employees' language.	
Change from PT - FT	Same as full-time employees' language.	
Voluntary Time Off (VTO)	Same as full-time employees' or part-time employees' language.  If furlough day falls on day off, another day is taken as furlough.	The employee will be treated as any other full-time or part-time employee.
Not enough accrued furlough to cover furlough day	Use applicable leave balances. If no leave balances available, record leave without pay hours.	

**SIDE LETTER OF UNDERSTANDING**

**SOLANO PROBATION PEACE OFFICER ASSOCIATION**

This side letter of understanding is to clarify the parties understanding of the existing circumstances with respect to the retirement elections currently existing within Unit 15.

- a) In 1989, members were provided with a one-time irrevocable election to retain their miscellaneous retirement under the Safety Officer Retirement Plan. This option is no longer available to any other employee in the Unit now or in the future.
- b) Currently in the bargaining unit, there exists one member who made such an election.
- c) This Side Letter of Understanding will expire upon the retirement of this current incumbent who elected miscellaneous retirement under the Safety Officer Retirement Plan.

Approved:

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Marc A. Fox  
Director of Human Resources  
County of Solano

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Tarita Tennison  
President  
SPPOA

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DATE:

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DATE:



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	9	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Resolution	<b>Department:</b>	Information Technology - Registrar of Voters
<b>File #:</b>	19-771	<b>Contact:</b>	Tim Flanagan, 784-2703
<b>Agenda date:</b>	10/08/2019	<b>Final Action:</b>	
<b>Title:</b>	Adopt a resolution amending the List of Numbers and Classifications of Positions to add 2.0 FTE project based limited term Information Technology Analyst IV, expiring on June 30, 2022, in the Department of Information Technology's Solano County Integrated Property System (SCIPS) Division to assist with the replacement of the County's property tax system and the implementation of the County Assessment and Taxation System (CATS)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Resolution		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ☐ No ☒  
Public Hearing Required? Yes ☐ No ☒

### **DEPARTMENTAL RECOMMENDATION:**

The Department of Information Technology (DoIT) recommends the Board adopt a resolution amending the List of Numbers and Classifications of Positions to add 2.0 Full-time Equivalent (FTE) project based limited term Information Technology Analyst IV, expiring on June 30, 2022, in the Department of Information Technology's Solano County Integrated Property System (SCIPS) Division to assist with the replacement of the County's property tax system and the implementation of the County Assessment and Taxation System (CATS).

### **SUMMARY:**

On April 4, 2017, the Board approved to replace the County's current legacy property tax system that was initially created in 1982 with Thomson Reuters Aumentum solution, a commercially developed and supported modern software package. In conjunction with the Assessor - Recorder, Auditor - Controller, Treasurer - Tax Collector - County Clerk, and County Administrator's Office (CAO), the Department of Information Technology is in the early stages of implementing this enterprise level property tax administration system. In support of this effort, 2.0 FTE project based limited term Information Technology Analyst IV are requested to augment the existing technical staff and assist with the replacement and implementation of the County Assessment and Taxation System (CATS) project.

### **FINANCIAL IMPACT:**

The FY2019/20 projected expenditures for the 2.0 FTE positions filled as Information Technology Analyst IVs at the highest step and full benefits is \$203,237. However, levels in this classification are flexibly staffed and the positions may be filled at a lower class level depending on experience. The annual estimated cost for the

two positions at the highest class level and highest salary step is \$352,277. The cost of the positions will be funded through the Solano County Property Tax System (SCIPS) migration fund which has sufficient appropriations to fund the two positions.

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

### **DISCUSSION:**

Solano County's property tax system was initially created in 1982 and was developed in Cobol and Cognos Powerhouse on an HP3000 platform. In 2010, a system modernization project was completed, primarily to replace the unsupported HP3000 platform to run on a combination of Unix and Windows servers and to provide a web browser-based user experience. The current programming and systems support is done in-house using a combination of newer development tools while still relying heavily on the legacy Cobol programming language. The system also employs "emulation" technologies that allow much of the system to mimic the way old technology worked.

While the resulting system is hosted on a modern platform, the underlying application structure and business rules are approximately 30 years old. The current system has been in production for over nine years and continues to be maintained by seven technical positions for the application, and contracted positions support the hardware platforms and database. The system complexity and 30-year-old design has proven to be a maintenance challenge and limits the departments' ability to improve business processes as well as limits the County's ability to take advantage of new service-based technology. Operation of the system is heavily dependent upon the institutional knowledge of how the application works, including its idiosyncrasies and numerous workarounds.

Due to the limitations and risks inherent of the current system, on April 4, 2017, the Board approved to replace the County's current legacy property tax system with Thomson Reuters Aumentum solution, a commercially developed and supported modern software package. In conjunction with the Assessor - Recorder, Auditor - Controller, Treasurer - Tax Collector - County Clerk, and County Administrator's Office (CAO), the Department of Information Technology is in the early stages of implementing this multiyear replacement enterprise level property tax administration system. In support of this effort, 2.0 FTE project based limited term Information Technology Analyst IV are requested to augment the existing technical staff and assist with the replacement and implementation of the County Assessment and Taxation System (CATS) project.

The project based limited term Information Technology Analyst positions will provide additional resources to assist with the technical aspects of the system implementation as well as provide continuity and continued support for the day-to-day operation of the legacy system. Through the process of shadowing existing senior staff, the limited term positions will absorb some of the day-to-day operational duties, allowing current staff more time to focus on the data conversion activities required for the successful implementation of the new County Assessment and Taxation System (CATS).

Additionally, five of the seven existing staff members on the SCIPS/CATS team will be reaching retirement eligibility during the CATS implementation. The loss of institutional knowledge, as well as the complexity of the legacy system, the annual business cycle process has become more challenging, and the two additional staff would provide some degree of succession development. Also, should one or more of the permanent staff depart, potentially one of the limited term resources would be in a position to assume the role vacated.

### **ALTERNATIVES:**

The Board could choose not to approve the addition of two project based limited term positions. However, this

is not recommended as it will prevent DoIT from having staff with the skills needed and to ensure succession development to complete a successful enterprise system conversion.

**OTHER AGENCY INVOLVEMENT:**

The Department of Human Resources and the County Administrator's Office have reviewed DoIT's recommendation and concur.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

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

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

**Further resolved**, that the Solano County Board of Supervisors does hereby amend, modify and/or alter its Allocation List of Positions of Solano County as set forth below:

Department	Budget Unit	Class No.	Position Control No.	Class Title	Effective Date	Departmental Total Positions			
						Allocated	Filled	Proposed	Change
DOIT – SCIPS	1879	364060	New	Information Tech Analyst IV – LT Project to 6/30/2022	10/20/19	34.0	33.0	36.0	2.0

\_\_\_\_\_  
Director of Human Resources

\_\_\_\_\_  
Date

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on \_\_\_\_\_ by the following vote:

AYES: SUPERVISORS \_\_\_\_\_

NOES: SUPERVISORS \_\_\_\_\_

EXCUSED: SUPERVISORS \_\_\_\_\_

\_\_\_\_\_  
ERIN HANNIGAN, Chairwoman  
Solano County Board of Supervisors

ATTEST:

BIRGITTA E. CORSELLO, Clerk  
Solano County Board of Supervisors

By: \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	10	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Contract	<b>Department:</b>	First 5 Solano
<b>File #:</b>	19-762	<b>Contact:</b>	Michele Harris, 784-1335
<b>Agenda date:</b>	10/08/2019	<b>Final Action:</b>	
<b>Title:</b>	Approve an agreement with the City of Vallejo for \$100,000 in revenue for tenant improvements at the Vallejo First 5 Center, for a term of October 1, 2019 to June 30, 2020; and Approve an Appropriation Transfer Request (ATR) for \$100,000 to recognize the unanticipated revenue in FY2019/20 (4/5 vote required)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Agreement		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes \_\_\_ No X  
Public Hearing Required? Yes \_\_\_ No X

### **DEPARTMENTAL RECOMMENDATION:**

First 5 Solano Children and Families Commission recommends the Board approve an agreement with the City of Vallejo for \$100,000 in revenue for tenant improvements at the Vallejo First 5 Center, for a term of October 1, 2019 to June 30, 2020; and Approve an Appropriation Transfer Request (ATR) for \$100,000 to recognize the unanticipated revenue in FY2019/20 (4/5 vote required).

### **SUMMARY/DISCUSSION:**

First 5 Solano is opening a First 5 Center in Vallejo which will include approximately 9,000 square feet of space for a multitude of services for parents/caregivers, young children and First 5 Solano administrative offices. First 5 Solano has identified a location at 3375 Sonoma Blvd., secured a lease, and secured a nonprofit agency to provide the services. In early August 2019, the City of Vallejo approved the plans for tenant improvements and the landlord's contractor began construction. In addition, First 5 Solano is in the process of securing vendors for furniture, signage and other needed components.

The full cost of tenant improvements is currently estimated at \$1.77 million. First 5 Solano has been seeking funding for tenant improvements and, as of August 2019, has secured \$1,155,000, including your Board's support of \$200,000 in General Fund in FY2018/19. First 5 Solano has been actively pursuing funders to generate the remaining need for this project.

In September 2019, your Board approved an Appropriation Transfer Request of \$615,000 from the First 5 Solano Commission Contingency Fund for tenant improvements. The \$100,000 secured from the City of Vallejo completes the full amount needed to support the \$1.77 million estimated budget.



**FINANCIAL IMPACT:**

The costs associated with preparing the agenda item are nominal and absorbed by the Department's FY2019/20 Adopted Budget. The \$100,000 was not included in the First 5 FY2019/20 Adopted Budget; therefore, an ATR must be approved by the Board to recognize and budget the unanticipated revenue.

**ALTERNATIVES:**

The Board could elect to not approve the ATR and agreement for tenant improvements; however, this is not recommended as tenant improvements are needed to make the space functional for services for young children.

**OTHER AGENCY INVOLVEMENT:**

County Counsel reviewed the agreement with the City of Vallejo.

**GRANT AGREEMENT BETWEEN THE CITY OF VALLEJO AND  
FIRST 5 SOLANO FOR DEVELOPMENT OF THE  
VALLEJO FIRST 5 CENTER PROJECT  
(\$100,000)**

This Grant Agreement (the “Agreement”) is made on the \_\_\_\_ day of October 2019, by and among the City of Vallejo, a public body, a California municipal corporation, (the “Grantor”), and the County of Solano, a political subdivision of the State of California, on behalf of its First 5 Solano Children and Families Commission (the “Grantee”).

**RECITALS**

Whereas, Grantor and Grantee wish to promote the development of the Vallejo First 5 Center Project (the “Project”) facilities in the City of Vallejo, California; and

Whereas, the Project will be located in the two census tracts within the City of Vallejo with the highest rate of childhood poverty; and

Whereas, recent data shows that children in these two census tracts are at the highest risk of poor outcomes when compared to any other community in Solano County; and

Whereas, many of these impacted families will also have Adverse Childhood Experiences which impact their long-term health and well-being; and

Whereas, the Project will provide residents of the City of Vallejo with a full range of services to promote and support healthy behavior, social and emotional development and school readiness for children; and

Whereas, the Project will also provide parents the tools they need to develop positive parent/child relationships and be connected to other family members for peer-to-peer support; and

Whereas, by providing these trauma-informed services, Grantee intends to build resilience and strengthen family bonds; and

Whereas, the City Council of the City of Vallejo approved a \$100,000 Grant in the City’s 2019/20 budget (the “Grant”).

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations and representations, and in further consideration for the making of the Grant, Grantor and Grantee agree as follows:

**ARTICLE 1. DEFINITIONS**

- 1.1 “AGREEMENT” means this Agreement entered into between Grantor and Grantee.
- 1.2 “GRANTEE” means the First 5 Solano, a California public agency and its representatives, assigns, transferees, or successors.

- 1.3 "GRANTOR" means the City of Vallejo and its authorized representatives, officers, officials, directors, employees, and agents.
- 1.4 "PROJECT" means the Vallejo First 5 Center.

## **ARTICLE 2. TERMS OF FUNDING**

- 2.1 **FUNDING.** Subject to the terms and conditions of this Agreement, Grantor agrees to provide a Grant to Grantee. The proceeds of the Grant shall only be used by Grantee to pay for costs related to the Project including, but not limited to, predevelopment work, demolition, development, construction and other expenses directly related to the Project including construction management.
- 2.2 **AMOUNT OF FUNDING.** Subject to the conditions set forth in Article 3, Grantor agrees to make and Grantee agrees to accept the Grant in an amount not to exceed One Hundred Thousand Dollars (\$100,000).
- 2.3 **USE OF FUNDS.** Proceeds of the Grant shall only be used as set forth herein. No portion of the Grant shall be used to pay for any costs of operation and maintenance of the Project.

## **ARTICLE 3. FUNDING DISBURSEMENT**

- 3.1 **CONDITIONS PRECEDENT TO DISBURSEMENT.** Grantor shall not be obligated to make any disbursements of proceeds or take any other action except as otherwise provided for unless all of the following conditions are satisfied. The proceeds of the Grant shall be disbursed in two phases as follows:
1. \$50,000 due upon completion of framing and sheetrock for the Project;
  2. \$50,000 due upon completion of T-bar ceiling.

In no event shall the total amount of the Grant exceed One Hundred Thousand Dollars (\$100,000).

### **3.1.2 CONDITIONS PRECEDENT TO PHASE I DISBURSEMENT**

- a) There exists no Event of Default (as defined in Section 8.1) nor any act, failure, omission or condition that would constitute an Event of Default;
- b) Grantee has completed framing and sheetrock for the Project.

### **3.1.3 CONDITIONS PRECEDENT TO PHASE 2 DISBURSEMENT**

- a) There exists no Event of Default (as defined in Section 5.1) nor any act, failure, omission or condition that would constitute an Event of default;
- b) Grantee has completed the T-bar ceiling inside the Project.

- 3.2 DISBURSEMENT OF GRANT PROCEEDS. Disbursement of Grant proceeds for the Project shall be made through the Grantor's Finance Director. All requests for disbursements shall include supporting documentation to the satisfaction of the Grantor and shall be made to Grantor in writing. Grantor shall make such disbursements within fifteen (15) business days after receipt of such requests and supporting documentation.
- 3.3 Grantee acknowledges that it is required to pay prevailing wages on any public works project. The Grantee shall determine whether the activities to be contracted for include or constitute a public works project as defined by the Public Contracts Code.
- 3.4 The Grantee certifies that the Project does and will continue to comply with all laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts and workers' compensation, building codes, environmental laws (including but not limited to the California Environmental Quality Act), health and safety codes, and disabled access laws.
- 3.5 Prior to commencing any work under this agreement, the Grantee shall obtain all necessary electrical, plumbing, and other building, or public works permits from the Grantor.
- 3.6 All actions and approvals required to be taken by the Grantor under this Agreement shall be approved by its City Manager or his/her designee.

#### **ARTICLE 4. INDEMNIFICATION AND INSURANCE**

- 4.1 Each party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 4.2 Insurance shall conform to the following requirements: the Grantee shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by the Grantee, his/her agents, representatives, employees or subcontractors. Such insurance shall not be construed to relieve the Grantee of any liability in excess of such coverage.
  - A. Minimum Scope of Insurance Coverage shall be at least as broad as:
    - 1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage

("occurrence" form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

**B. Minimum Limits of Insurance**

The Grantee shall maintain limits no less than:

1. General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

**C. Deductibles and Self-Insured Retention**

Any deductibles or self-insured retention must be declared to and accepted by the Grantor. At the option of the Grantor, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Grantor, its officers, officials, employees and volunteers; or the Grantee shall purchase a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**D. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverage
  - i. The Grantor, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Grantee; products and completed operations of the Grantee; premises owned, occupied or used by the Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the Grantor, its officers, officials, employees or volunteers.
  - ii. The Grantee's insurance coverage shall be primary insurance as respects the Grantor, its officers, officials, employees, and volunteers. Any insurance or self- insurance maintained by the Grantor, its officers, officials, employees or volunteers shall be excess of the Grantee's insurance and shall not contribute with it.
  - iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Grantor, its officers, officials, employees or volunteers.
  - iv. The Grantee's coverage applies separately to each insured against

whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. **Workers' Compensation and Employers Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the Grantor, its officers, officials, employees and volunteers for losses arising from work performed by the Grantee for the Grantor and its officers, directors, employees and subconsultants.

3. **All Coverage**

Each insurance 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 has been given to the Grantor.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

F. **Verification of Coverage**

Grantee shall furnish the Grantor with certificates of insurance and with original endorsements effecting coverage required by this section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and accepted by the Grantor before work commences. The Grantor reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. **Subcontractors**

The Grantee shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

The Grantee shall ensure that all subcontractors include the Grantor as additional insured.

## **ARTICLE 5. DEFAULT AND REMEDIES**

5.1 **EVENTS OF DEFAULT.** The occurrence of any of the following events shall constitute an Event of Default under this Agreement:

- a) Monetary. (1) Grantee's use of funds for other than purposes approved by Grantor; and (2) Grantee's failure to obtain and maintain the insurance coverage required under this Agreement.
- b) Operation. (1) discrimination by Grantee on the basis of characteristics prohibited by this Agreement or applicable law; (2) Grantee's failure to remedy any deficiencies in record keeping or failure to provide records required under this Agreement to Grantor upon Grantor's request; (3) Grantee's failure to substantially comply with any federal, state, or local laws.

- c) General performance of other obligations. Any substantial or continuous breach by Grantee of any material obligations on Grantee imposed by this Agreement or any other agreements with respect to the financing and/or development of the Project or the Property.

- 5.2 NOTICE OF DEFAULT AND OPPORTUNITY TO CURE. For Events of Default, Grantor shall give written notice to Grantee of any Event of Default by specifying: (a) the nature of the event or deficiency giving rise to the Default, (b) the action required to cure the deficiency, if an action to cure is possible and (c) a date, which shall not be less than thirty (30) calendar days from the date of receipt of the notice or the date the notice was refused, by which such action to cure must be taken or commenced if cure cannot be completed in thirty (30) days.

The right to cure any default under this Agreement shall inure to the benefit of Grantee jointly or severally and the cure by Grantee shall be sufficient to satisfy the terms of this Agreement, thereby continuing this Agreement in full force and effect.

- 5.3 GRANTOR'S REMEDIES. Upon the happening of an Event of Default by Grantee and a failure to cure said Event of Default within the time specified in the notice of Event of Default, Grantor's obligation to disburse Grant proceeds shall terminate, and Grantor may also, in addition to other rights and remedies permitted by law, proceed with any or all of the following remedies in any order or combination Grantor may choose in its sole discretion:

- a) disburse from Grant proceeds any amount necessary to cure any monetary default;
- b) pursue any other remedy allowed at law or in equity.

- 5.4 GRANTEE'S REMEDIES. Upon the fault or failure of Grantor to meet any of its obligations, and provided such fault or failure is not due in any part to a fault or failure of Grantee to meet or perform any of its obligations hereunder, Grantee may:

- a) demand payment from Grantor of any sums due Grantee; and/or
- b) bring an action in equitable relief seeking the specific performance by Grantor of the terms and conditions of this Agreement; and/or
- c) pursue any other remedy allowed at law or in equity.

## **ARTICLE 6. GENERAL PROVISIONS**

- 6.1 CONFLICT OF INTEREST. No member, official or employee of Grantee shall make any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

- 6.2 **POLITICAL ACTIVITY.** None of the funds, materials property or services contributed by Grantor or Grantee under this Agreement shall be used for any political activity or the election or defeat of any candidate for public office.
- 6.3 **GOVERNING LAW.** This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions pre-empted by federal law.
- 6.4 **ATTORNEY'S FEES AND COSTS.** In the event any legal or administrative action is commenced to interpret or to enforce the terms of this Agreement, each party hereto shall bear its own attorney fees and costs.
- 6.5 **TIME.** Time is of the essence in this Agreement.
- 6.6 **CONSENT AND APPROVALS.** Any consent or approval of Grantor or Grantee required under this Agreement shall not be unreasonably withheld. Unless otherwise specifically provided herein, any approval required under this Agreement shall be in writing and executed by an authorized representative of the party granting the approval.
- 6.7 **NOTICES, DEMANDS AND COMMUNICATIONS.** Formal notices, demands and communications between Grantee and Grantor shall be sufficiently given and shall not be deemed given unless dispatched by personal delivery or by express or certified mail, postage prepaid, return receipt requested, or by personal or express delivery service with a delivery receipt, to the principal offices of Grantee and Grantor as follows:

GRANTOR: City of Vallejo  
555 Santa Clara Street  
Vallejo, CA 94590  
Attention: City Manager

GRANTEE: First 5 Solano  
601 Texas Street, Suite 210  
Fairfield, CA 94533  
Attention: Executive Director

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate as provided in this Section. Receipt shall be deemed to have occurred on the date of personal delivery, or the date shown on a written receipt as the date of delivery or the date delivery was refused.

- 6.8 **RELATIONSHIP OF GRANTEE.** The relationship of Grantor and Grantee for this Project under this Agreement is and at all times shall remain solely that of a Grantor and a Grantee, and shall not be construed as a joint venture, equity venture, partnership, or any other relationship. Grantor neither undertakes nor assumes any responsibility or duty to Grantee (except as provided for in this Agreement) or any



third party with respect to the Project. Except as Grantor may specify in writing, Grantee shall have no authority to act as an agent of Grantor or to bind Grantor to any obligation.

- 6.9 ASSIGNMENT AND ASSUMPTION. Grantee shall not assign any of its rights, obligations or interests under this Agreement to any other party, except as specifically permitted with the prior written consent of Grantor which consent shall not be unreasonably withheld.
- 6.10 WAIVER. Any waiver by Grantor or Grantee of any obligation in this Agreement must be in writing. No waiver will be implied from any delay or failure by Grantor or Grantee to take action on any breach or default of the other party or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantor or Grantee to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by Grantor or Grantee to any act or omission by the other party shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for Grantor's or Grantee's written consent to future waivers.
- 6.11 INTEGRATION. This Agreement, as executed by Grantor and Grantee contains the entire agreement of the parties with respect to the subject matter contained herein, and supersedes any and all prior negotiations and agreements related to the same subject matter.
- 6.12 AMENDMENTS AND MODIFICATIONS. Any amendments or modifications to the Agreement must be in writing, and shall be effective only if executed by all parties to this Agreement.
- 6.13 SEVERABILITY. Every provision of this Agreement is intended to be severable. If any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

(SIGNATURES ON THE FOLLOWING PAGE)

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

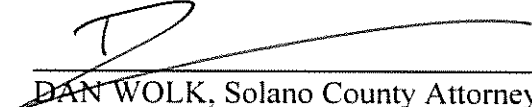
GRANTEE:

COUNTY OF SOLANO, on behalf of First  
5 Solano,

By: \_\_\_\_\_

Title: BIRGITTA E. CORSELLO,  
County Administrator

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DAN WOLK, Solano County Attorney

GRANTOR:

CITY OF VALLEJO, a public body  
corporate and politic,

By: \_\_\_\_\_

Title: GREG NYHOFF, City Manager

ATTEST:

By: \_\_\_\_\_  
DAWN ABRAHAMSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
CLAUDIA QUINTANA, City Attorney

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
ERIKA LEAHY, Risk Manager



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	11	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Report	<b>Department:</b>	Library
<b>File #:</b>	19-770	<b>Contact:</b>	Bonnie A. Katz, 784-1500
<b>Agenda date:</b>	10/08/2019	<b>Final Action:</b>	
<b>Title:</b>	Accept the annual report from the Measure L Library Sales Tax Measure Independent Citizen's Oversight Committee on the use of library sales tax funds for the period of July 1, 2018 through June 30, 2019		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Measure L Expenditure Plans, B - September 16, 2019 Minutes		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ☐ No ☒  
Public Hearing Required? Yes ☐ No ☒

### **DEPARTMENTAL RECOMMENDATION:**

It is recommended that the Board accept a report from the Measure L Library Sales Tax Measure Independent Citizen's Oversight Committee on the use of library sales tax funds for the period of July 1, 2018 through June 30, 2019.

### **SUMMARY:**

As stipulated in Article XIV, section 11-314 of Solano County Code, the Board of Supervisors shall appoint a seven member citizens' oversight committee with one member appointed from each of the seven cities within the county's public library systems. The committee shall review and report on the public libraries' administration of and compliance with the expenditure plan and the terms of Measure L (passed by the voters on June 5, 2012), monitor and audit the use of the library sales tax funds and prepare an annual report on the expenditures of the Board of Supervisors and the community.

### **FINANCIAL IMPACT:**

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

### **DISCUSSION:**

A ballot measure to extend the one-eighth cent sales tax to benefit libraries within Solano County, listed on the ballot as Measure L, passed overwhelmingly on June 5, 2012. The approval of Measure L allowed the pre-existing sales tax of one-eighth-of-a-cent to continue to support the operations of the public libraries throughout the county. Measure L extended the sales tax for 16 more years, commencing October 1, 2014. Measure L included the establishment of a seven member independent citizen's oversight committee to

ensure that the funds are only spent on library operations, programs and acquisitions in the county public library systems. The committee, representing each of the seven cities within the county, is to monitor and audit the use of funds and prepare an annual report on the expenditures of the Board of Supervisors and the community. There are three library jurisdictions within Solano County and include the County Library, which provides library services in five of the seven cities within the county, the Benicia Public Library and the Dixon Public Library.

The Independent Citizens' Oversight Committee (Committee) appointed by the Board of Supervisors met on September 16, 2019 to review the public libraries' administration of and compliance with the expenditure plan outlined in Article XIV, Solano County Public Library Transactions and Use Tax (Measure L Sales Tax for public library jurisdictions within Solano County). Each of the three library jurisdictions submitted Measure L expenditure plans (Attachment A) for the period of July 1, 2018 through June 30, 2019. The Committee reviewed the documentation presented by the Solano County Library Director of Library Services, Benicia Public Library Director and the interim Dixon Public Library Director at the meeting. After discussion and questions, the Committee is recommending that the Board of Supervisors accept the expenditure plan reports (Attachment A) for Solano County Library, Benicia Public Library and Dixon Public Library. The minutes of the September 16, 2019 meeting (Attachment B) are also attached.

**ALTERNATIVES:**

The Board could choose not to accept this report; however, this is not recommended because the Oversight Committee has reviewed the public libraries' administration of and compliance with the expenditure plan outlined in County Code.

**OTHER AGENCY INVOLVEMENT:**

There is no other agency involvement.

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**

## **EXPENDITURE ORDINANCE**

Section 11- 302 Expenditure Plan.

The expenditure plan is designed to accomplish the specific projects listed below with the revenues from the transactions and use tax. The expenditure plan provides for maintaining the existing public libraries and their collections, programs and services.

This expenditure plan is intended to provide Solano County with libraries which are on a par with those operated in other Bay and Sacramento Area communities.

The specific projects for which the revenues from the transactions and use tax will be expended are as follows:

- (a) Maintaining local public libraries throughout the county;
- (b) Maintaining open hours at Solano County Library branches in the cities of Fairfield, Rio Vista, Suisun City, Vacaville and Vallejo; the Benicia Public Library and the Dixon Public Library District;
- (c) Maintaining funding to the books and materials budgets at Solano County Library branches, Benicia Public Library and Dixon Public Library District;
- (d) Maintaining library programs for children and young adults at Solano County Library branches, Benicia Public Library and Dixon Public Library District;
- (e) Maintaining the cost of the Literacy Program at Solano County Library.

Dixon Public Library  
Measure L Expenditures  
Measure L Oversight Meeting on September 16, 2019

The passage of Measure L by the citizens of Solano County provides local library funding to: prevent library closures; maintain collections of books, prepare and maintain databases, and other materials. It preserves library hours; children, teen, and adult programs, including computer training, homework help, family literacy and children's Storytime. All of Measure L revenues stay in Solano County that support the libraries. Measure L is one-eighth of one percent (0.125%) for a maximum of 16 years.

Revenues are earmarked for:

- (a) Maintaining local public libraries throughout the county;
- (b) Maintaining open hours at Solano County Library branches in the cities of Fairfield, Rio Vista, Suisun City, Vacaville and Vallejo; the Benicia Public Library and the Dixon Public Library District;
- (c) Maintaining funding to the books and materials budgets at Solano County Library branches, Benicia Public Library and Dixon Public Library District;
- (d) Maintaining library programs for children and young adults at Solano County Library branches, Benicia Public Library and Dixon Public Library District.

Measure L ensures that the Dixon Public Library (DPL) can meet the needs of its patrons. The DPL is committed and accountable to their patrons within the City of Dixon and to Solano County citizens. Measure L monies account for approximately 72%\* of the Dixon Public Library's overall spending.

We have multiple material formats: Hoopla; downloadable; books; magazines' and DVDs. The Library continues to partner with Friends of the Library, Adult Literacy volunteers, and the Dixon Unified School District.

Please view the Measure L Expenditure Table on the proceeding page:

**\*Corrected by the Interim Director on Tuesday September 17 from 12% to 72%.**

### Measure L Expenditure Table

2018/19 Fiscal Year (FY) - Measure L Funds				
9015 Library Sales Tax - \$1,121,904				
Line Item	Description			Year to Date (YTD)
1110	Salaries			368526
1121	Extra Help			144897
2120	Maintenance of Equipment			19,197
2140	Maintenance of building			33,183
2180	Subscriptions			4,960
2201	Equipment under \$1,500.00			540
1123	Health Insurance			100,220
2204	Computer Related Items			210
2245	Contracted Services			57740
2261	Software Maintenance			13,730
2281	Advertising and Marketing			1,672
2285	Rents & Leases of Equipment			25,337
2322	Adult Books			24,509
2323	Juvenile Books			17,770
2324	Library Periodicals			5,397
2325	Audio-Visual Material			18,644
2327	Library Materials Processing			2,767
2328	Library Materials			10,686
2141	Materials & Supplies			633
4303	Equipment			52,137
2326	Library book rental			7,950
2310	Education Training			784
	<b>Total Expenditures</b>			<b>\$911,489</b>

*Measure L Expenditures – Benicia  
Fiscal year 2018-2019  
For Measure L Oversight meeting on September 16, 2019*

*The Benicia Public Library (BPL) used the funds received from Measure L on the following items. More books, hours and programs as the Library continues to make a difference in the quality and quantity of services we are able to offer our community.*

*The Library has continued to maintain its existing hours of operation. Measure L pays for salaries and benefits for six full-time staff (one Children's Librarian, one Teen Services Librarian, one Administrative Secretary, and three Library Technicians). Additionally, Measure L pays for part-time staff who also assist at the customer service desk, help with story-time programs, shelve books, and assist with other technical services and circulation duties.*

*The 2018-19 Measure L book and materials budget, which includes the budget for children's materials, was approved at \$56,602, about 30% of the library's total materials budget.*

Benicia Public Library Measure L 2018-2019

<u>Total revenues:</u>	\$766,327
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Expenditures:

Salary / Wages	\$ 435,760
Benefits	\$ 225,257
Worker's comp	\$ 33,000
Services/supplies/books	\$ 56,602
<u>Total expenditures:</u>	\$ 750,619



Measure L Expenditures – Solano County Library  
Fiscal year 2018-2019  
For Measure L Oversight meeting on September 16, 2019

Solano County Library (SCL) used the funds received from Measure L in the following ways: more materials, programs for children and youth and maintaining the complement of library hours at all eight facilities. The Library continues to be a well-used community resource.

The Library has maintained its existing hours of operation since the passage of Measure L in 2012. With these monies, the Library was able to increase service hours by 125% from 199 per week to 448 hours per week.

The materials budget has increased 298% from \$432,000 to \$1,720,854 since the passage of Measure B, the first sales tax measure passed in 1998. In addition, the Library has increased the number of programs for youth by 222% from 895 to 2,883 programs.

Circulation continues to be strong, with 1,889,095 items circulating. More important than the number of items circulating is that this revenue has allowed the Library to purchase materials in multiple formats, including downloadable materials (e-book, e-audio, and RBdigital e-magazines) and in other digital formats, such as Hoopla, OverDrive, Enki E-books, Kanopy and Cloud Library.

With the additional staff, the Library has had an opportunity to do more community outreach and partnerships. Staff have visited schools to promote reading and literacy especially the Summer Reading Challenge. Staff have participated in outreach programs at Farmer's Markets and community events. The Library has partnered with other county departments, cities and community organizations to promote library services and programs.

In addition, some of the sales tax measure monies have been used to fund the salaries of the literacy staff. The Literacy division provides four different programs for Solano County Library, a pediatric program, Reach Out and Read, a Families for Literacy program, an Adult Literacy Program and an English as a Second Language (ESL) program.

Measure L funds continue to allow Solano County Library to keep the promises it made to the community during Measure B and continuing with Measure L, which were more hours, more materials and more programming for children and youth.

Measure L monies account for about 32% of the Library's overall budget.

## **Solano County Library Measure L 2018-2019**

### **Revenue:**

Total revenues:	\$5,368,519
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### **Expenditures:**

Materials budget:	\$835,228
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Salaries:	\$3,989,621
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Database costs:	\$172,445
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Operating costs	\$371,225
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<b>Total</b>	<b>\$5,368,519</b>
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Minutes of the  
INDEPENDENT CITIZENS OVERSIGHT COMMITTEE FOR MEASURE L  
**Monday, September 16, 2019**

**1. CALL TO ORDER:**

The meeting was called to order by Chair Carole Nail at 6:00 p.m.

**2. ROLL CALL AND ESTABLISHMENT OF QUORUM:**

**Members Present:**

Carole Nail, City of Benicia; Dotty Schenk, City of Fairfield; Kurt Overholt, City of Rio Vista; Gloria Felder, City of Suisun, Bruce DuClair, City of Vacaville, Kathryn Clark Silveira, City of Vallejo,

**Members Absent:**

Ginger Emerson, City of Dixon

**Others Present:**

David Dodd, Director of Benicia Public Library, Aida Buelna, Acting Interim Director of Dixon Public Library, Bonnie Katz, Solano County Director of Library Services, Chris Rogers, Management Analyst for the Library, from the County Administrator's Office, Tamie Tvrdik, Clerical

**3. INTRODUCTIONS:**

Aida Buelna, Acting Interim Director of the Dixon Public Library introduced herself. Ms. Katz introduced Chris Rogers, Management Analyst for the Library, from the County Administrator's Office

**ACTION 4. APPROVAL OF MINUTES :**

Mr. DuClair moved to approve the minutes of the September 17, 2018 meeting; seconded by Mr. Overholt. Motion carried. So ordered by 6-0 vote.

**ACTION 5. APPROVAL OF AGENDA:**

Mr. Overholt moved to approve the September 16, 2019 agenda; Ms. Schenk seconded. Motion carried. So ordered by 6-0 vote.

**6. PUBLIC COMMENT:**

None.

**7. CORRESPONDENCE:**

None.

**8. DIRECTOR'S REPORT:**

Measure L Expenditure Plan reports from the Library Directors of Benicia, Dixon and Solano County were attached.

**9. OLD BUSINESS:**

None.

**10. NEW BUSINESS:**

**ACTION**

The Committee will review and prepare an annual report on the expenditures for the Board of Supervisors and the community.

Chair Nail stated that it is the Oversight Committee's intent to make the reports as transparent as possible so the public can see that the funds received from Measure L monies are being spent on:

- Materials
- Programs for children and youth
- Maintaining library hours
- Library building maintenance
- Literacy

The Committee reviewed and discussed the Measure L expenditure plans for Benicia, Dixon and Solano County libraries.

Chair Nail noted that Measure L monies account for approximately 12%\* of the Dixon Public Library's overall spending, approximately 30% of the Benicia Library's total materials budget and 32% of the Solano County Library's overall budget.

\*Update: The Interim Acting Director of the Dixon Public Library, Aida Buelna updated this figure to 72%. The Measure L Expenditure Table for Dixon is correct and reflects that.

Ms. Katz added that this year over \$7 million had been raised from the Measure L 1/8 of a penny sales tax.

Mr. Du Clair moved to accept the reports as presented and use them to prepare the annual report to the Board of Supervisors. Ms. Felder seconded. Motion carried. So ordered by a 6-0 vote.

This report will be on the agenda for the Board of Supervisors meeting on Tuesday, October 8, 2019. Chair Nail will represent the committee at the Board of Supervisors meeting, along with Ms. Katz.

**12. ANNOUNCEMENTS/MEMBER REPORTS:**

- a. Mr. Du Clair shared that there are many programs in the Vacaville libraries including sewing, genealogy and they are always busy. He added his puppy participates in the Read to a Dog program.
- b. Ms. Buelna shared that September-October is Hispanic Heritage month and the Dixon Library has lots of activities surrounding that. In addition, she announced that their Youth Librarian, Jim, is retiring.
- c. Mr. Dodd announced Benicia has launched the Student Success card with the school district so the student ID cards are library cards as well. He thanked the Solano County Library for their help with that. He also spoke of the human library concept where they will be having discussion panels to discuss difficult issues; ie privilege, to promote understanding in the community. Also the Benicia Library has a new roof.
- d. Ms. Katz announced that the Summer Reading Challenge had over 8,500 participants which added up to reading for a total of 2.4 years. Also Solano County Library has launched the 1,000 Books Before Kindergarten program.
- e. Mr. Overholt shared that the Rio Vista Library is collaborating with the schools in their programs.
- f. Ms. Schenk shared there is a Writer's Tool Kit program at the Vacaville Town Square Library in September for those learning how to write a book.
- g. Ms. Clark Silveira shared that the Mindful Movement classes will start again in October in Vallejo and will include yoga and songs.
- h. Chair Nail shared that the Benicia Friends gave about \$70,000 to their library from book sales this year.

**13. DATE OF NEXT MEETING:**

September 21, 2020 at 6:00 pm.

**14. ADJOURNMENT:**

The meeting adjourned at 6:30 p.m.



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	12	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Miscellaneous	<b>Department:</b>	Resource Management
<b>File #:</b>	19-755	<b>Contact:</b>	Matt Walsh, 784-6765
<b>Agenda date:</b>	10/08/2019	<b>Final Action:</b>	
<b>Title:</b>	Consent to the disbursement of \$200,000 from the Green Valley Open Space Maintenance District Fund to the Solano Land Trust to fund a portion of the acquisition of the Souza-Azevedo Ranch		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 1, District 2 and District 3		
<b>Attachments:</b>	A - SLT letter, B - Agreement, C - Souza Lynch Brown Map		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ☐ No ☒  
Public Hearing Required? Yes ☐ No ☒

### **DEPARTMENTAL RECOMMENDATION:**

The Department of Resource Management recommends that the Board consent to the disbursement of \$200,000 from the Green Valley Open Space Maintenance District Fund (GVOSMD) to the Solano Land Trust (SLT) to fund a portion of the acquisition of the Souza-Azevedo Ranch.

### **FINANCIAL IMPACT:**

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

### **SUMMARY/DISCUSSION:**

The SLT is requesting the County's consent to use \$200,000 from the GVOSMD to fund a portion of the purchase of the Souza-Azevedo Ranch (APN 180-050-03) consistent with the 1990 Open Space Agreement (attached).

In October 1990, the Board created the GVOSMD following a majority vote of property owners in favor of the formation. At the same time, the Board entered into an agreement with the City of Fairfield and the Solano Land Trust which provides that:

1. The Board will levy an annual assessment in the District in an amount which increases by \$2.50 each year from the 1989-90 base year of \$80. The FY 2019/20 assessment is \$155.00 per parcel.
2. The City of Fairfield will levy a special tax annually on property in the North Cordelia Community Facilities District No. 2 in the same amount per parcel as the County district assessment.
3. The monies raised from both districts will be used by the SLT to acquire and maintain open space lands within a specific geographic boundary in the Green Valley area.

The conventional process for the SLT to access the funds as needed, is administrative in nature. It submits a letter requesting funds for a particular project. As long as the project location is within the approved boundary and the use is consistent with the Agreement, the SLT can access the funds. However, the current request by SLT is for use outside the approved boundary. For situations such as this, when the project location is outside the agreed upon boundary, the Agreement provides the following direction:

*Foundation (SLT) shall use these funds to acquire, own and manage to the extent feasible and appropriate, land in the Green Valley for the preservation of agricultural and open space land, unless consent to acquisition of land outside Green Valley is given by the City, the County, and the Board of Directors of the Green Valley Landowners Association. As used in this Agreement, "Green Valley" means generally that area bounded by Suisun Valley Road on the east, Interstate 80 and State Highway 12 on the south, and a line in the ridgetops to the north and west, which line is to be defined pursuant to the planning process initiated by City Resolution No. 89-89.*

The proposed location is adjacent to and west of Lynch Canyon Open Space Park (see attached map) and is approximately 2 miles southwest of the approved boundary (Hwy 12). It is also adjacent to the Solano Open Space boundary. SLT's request envisions using the property to expand Lynch Canyon park providing increased public access.

The proposed use by SLT is consistent with the Agreement as it will be used toward property acquisition. However, the Agreement requires consent by the County, the City, and the Green Valley Landowners Association (GVLA) to utilize the funds outside the authorized boundary. SLT has submitted a similar request to the City of Fairfield for its consent to use \$425,000 from its fund (Community Facilities District #2). The request will be considered by the City Council on October 1. The SLT has also obtained the consent of the GVLA to use the funds for this project at this location (letter attached).

The Agreement does not set forth parameters to consider when reviewing such a request. However, the proposed use is consistent with the Agreement, and the physical expansion of Lynch Canyon Open Space Park will provide a benefit to the public by increasing open space lands available for public access. As such, staff recommends that the Board consent to the SLT utilizing funds from the GVOSMD fund for acquisition of the Souza property.

Public Noticing Requirement: Public notice is not required.

#### **ALTERNATIVES:**

The Board may choose not to consent to the SLT's use of funds from the GVOSMD Fund for the proposed land purchase. This action is not recommended. Though the location of the intended use of the funds lies outside the previously approved boundary, the proposed use of the funds is consistent with the approved uses set forth in the 1989 Agreement.

#### **OTHER AGENCY INVOLVEMENT:**

The City of Fairfield holds the funds collected from the GVOSMD assessments and disperses the funds to the SLT as requested for qualified projects. The County Administrator and County Counsel have reviewed this item and concur with the recommended action.

#### **CAO RECOMMENDATION:**

### **APPROVE DEPARTMENTAL RECOMMENDATION**



September 5, 2019

**Board Members**

**Officers**

Gale D. Spears  
President

Sue Frost  
Vice President

Steve Pressley  
Treasurer

Carole Paterson  
Immediate Past  
President

Paul Lum  
Secretary

**Directors**

Jim Campbell  
John Currey  
David Eimerl

Deborah Durr Ferras  
Terry Huffman  
Paul Lum  
Curtis Stocking  
John Vasquez

Charles Lomeli (Treasurer / Tax Collector / County Clerk)  
Jeanette Neiger, Chief Deputy Clerk  
Solano County  
675 Texas St., 6<sup>th</sup> Floor  
Fairfield, CA 94533

Subject: Request for consent to use \$200,000 in Green Valley Open Space Maintenance District Funds to fund a portion of the acquisition of the Souza-Azevedo Ranch (APN: 0180-050-030)

Dear Chuck and Jeanette:

Solano Land Trust (SLT) requests consent to use \$200,000 from the Solano County Green Valley Open Space Maintenance District Fund (GVOSMD) to fund a portion of the purchase of the Souza-Azevedo Ranch (APN: 0180-050-030) consistent with the 1990 Open Space Agreement (attached).

The agreement states that SLT (also known as the Solano County Open Space Foundation) "...shall use the funds to acquire, own and manage to the extent feasible and appropriate, land in Green Valley for the preservation of agricultural and open space land, unless consent to acquisition of land outside Green Valley is given by the City, the County and the Board of Directors of the Green Valley Landowners Association..."

The Souza-Azevedo Ranch is adjacent to Lynch Canyon Open Space Park. It is a strategic acquisition to expand Lynch Canyon Open Space Park, extend the Bay Area Ridge Trail and to permanently protect land in the Tri-City County Cooperative Planning Area (between the cities of Fairfield, Vallejo and Benicia).

SLT is also requesting consent from the City of Fairfield to use \$425,000 from Community Facilities District #2 (CFD #2) Funds.

Together, the CFD #2 and GVOSMD funds will provide \$625,000 towards the acquisition costs.

Roger Merrill, Green Valley Landowners Association (GVLA) president, has provided a letter of consent by GVLA for use of these funds. (See attached.)





Please let me know if you need any further information.

Sincerely,

A handwritten signature in blue ink that reads "Nicole Braddock". The signature is fluid and cursive, with the first name "Nicole" and last name "Braddock" clearly legible.

Nicole Braddock  
Executive Director

Attachments:

1. Letter of support for use of CFD#2 and GVOSMD money from Green Valley  
Landowners Association President, Roger Merrill
2. 1990 Open Space Agreement

cc:

1. Birgitta Corsello, Solano County Administrator
2. William F. Emlen, Director, Resource Management, Solano County
3. Matt Walsh, Principal Planner, Solano County
4. Sean Quinn, City Manager, City of Fairfield
5. Bryan Chua, Budget Manager, City of Fairfield
6. Karen L. Rees, City of Fairfield, City Clerk

August 26, 2019

Ms. Nicole Braddock  
Executive Director  
Solano Land Trust  
700 Main Street, Suite 210  
Suisun City, CA 94585

Subject: Green Valley Landowners Association Consent for Use of Funds

Dear Ms. Braddock:

The Green Valley Landowners Association (GVLA) consents to the use of funds from the Community Facilities District #2 (CFD #2) Fund through the City of Fairfield and Green Valley Open Space Maintenance District (GVOSMD) Fund through Solano County to cover a portion of the cost of land acquisition of a property adjacent to the Lynch Canyon Open Space Park. It is our understanding that approximately \$424,000 will come from CFD #2 Fund and \$201,000 from the GVOSMD Fund for a total of \$625,000.

We agree that the use of these funds is consistent with the 1990 Open Space Agreement to which GVLA is a party.

On behalf of the GVLA members and residents, and the region as a whole, we look forward to the expansion of the Lynch Canyon Open Space Park as protected open space for use by the community at large.

Sincerely,

A handwritten signature in black ink, appearing to read "Roger Merrill". The signature is fluid and cursive, with the first name "Roger" and last name "Merrill" clearly distinguishable.

Roger Merrill

President of the Board of Directors  
Green Valley Landowners Association

OPEN SPACE AGREEMENT

THIS AGREEMENT is entered into this 16th day of October, 1990, by and between the CITY OF FAIRFIELD, a municipal corporation, hereinafter "City", with respect to Community Facilities District No. 2, City of Fairfield, hereinafter "North Cordelia Open Space", a community facilities district created pursuant to the Mello-Roos Community Facilities Act of 1982; the COUNTY OF SOLANO, hereinafter "County", with respect to Green Valley Open Space Maintenance District, hereinafter "Green Valley Open Space", an assessment district created pursuant to the Landscaping and Lighting Act of 1972; and the SOLANO COUNTY FARMLANDS AND OPEN SPACE FOUNDATION, a California nonprofit public benefit corporation, hereinafter "Foundation".

R E C I T A L S :

A. The City and other persons were defendants in Solano County Superior Court action numbers V18471, V18472, V18473, V18474, V18475, V18476 and V18477, hereinafter "lawsuits".

B. The City and other defendants have entered into the Green Valley Settlement Agreement that, among other things, provides that funds derived from North Cordelia Open Space and Green Valley Open Space created pursuant to the settlement, will be used for the preservation of open space and agricultural lands. The selection, and to the extent feasible and appropriate, acquisition, ownership and management of this open space is to be performed by the Foundation.

C. The City and the County desire that the open space to be acquired from funds received be selected and, where feasible and appropriate, owned and managed by the Foundation because the Foundation has the ability to purchase land by installment sales contract, accept tax deductible gifts of land, and receive matching grants from other public and private sources, all of which will provide increased open space resources to the residents of the public entities.

Found.  
own &  
manage  
land  
acquired

D. The acquisition and preservation of open space lands in the Fairfield area benefits properties in North Cordelia Open Space and Green Valley Open Space, the County and the City by preserving areas for scenic beauty, for the use of natural resources, or for the production of food or fiber, for one or more of the following reasons:

- 1) Due to location, microclimate or other attributes, it is in the public interest that the land be dedicated to the production of food and fiber.
- 2) The land is unimproved and has scenic value to the public as viewed from a public street or highway or from public or private buildings.
- 3) The retention of land as open space will add to the amenities of living in adjoining or neighboring urbanized areas.
- 4) The land lies in an area which in the public interest should remain rural in character, and the retention of the land as open space will help preserve the rural character of the area.
- 5) It is in the public interest that the land remain in its natural state, including the trees and other natural growth, as a means of preventing floods or because of its value as watershed.
- 6) The land lies within an established scenic highway corridor.
- 7) The preservation of land in open space is consistent with the General Plan of the City and County.



E. The City and the County hereby find and declare that the purposes for which the Foundation is organized is a public and municipal purpose for which public funds may be spent for the benefit of the residents of the public entities.

A G R E E M E N T :

IT IS, THEREFORE, MUTUALLY AGREED BETWEEN THE COUNTY, THE CITY, AND THE FOUNDATION:

1. The parties to this Agreement agree that North Cordelia Open Space shall issue bonds to finance the acquisition of land for the preservation of open space and agricultural lands by Foundation, pursuant to the Mello-Roos Community Facilities District Act of 1982 (hereinafter "Mello-Roos bonds"). The County shall assess properties in the Green Valley Open Space annually pursuant to the Landscaping and Lighting Act of 1972 in the amount of \$80.00 per year for the tax year 1989-90, which assessment shall be increased \$2.50 annually beginning July 1, 1990. The County shall transfer the proceeds from those assessments to the City for the acquisition and maintenance of open space and administrative expenses related thereto. CPO # 2

2. The City shall transfer the proceeds of the North Cordelia Open Space Mello-Roos bonds to Foundation. Foundation shall use these funds to acquire, own and manage to the extent feasible and appropriate, land in Green Valley for the preservation of agricultural and open space land, unless consent to acquisition of land outside Green Valley is given by the City, the County and the Board of Directors of the Green Valley Landowners Association. As used in this Agreement, "Green Valley" means generally that area bounded by Suisun Valley Road on the east, Interstate 80 and State Highway 12 on the south, and a line in the ridgetops to the north and west, which line is to be defined pursuant to the planning process initiated by City Resolution No. 89-89.

3. The Foundation shall provide to North Cordelia Open Space and Green Valley Open Space, the special services required of an administrative nature which are reasonably related to the acquisition of open space acquired pursuant to this Agreement through persons who are specially trained and experienced and competent to perform the special services required.

4. In consideration for the services provided pursuant to Paragraph 3 of this Agreement, the assessments transferred to the City by the County from the Green Valley Open Space and the special taxes derived from the North Cordelia Open Space, to the extent they are not pledged for the payment of Mello-Roos bonds, shall be made available for the purposes of this Agreement. Such funds shall only be utilized for the purchase and maintenance of open space pursuant to Paragraphs 1 and 2 as selected by the Foundation, including reasonable administrative expenses.

5. Upon the Foundation's identification of interest in open space lands which it has selected for acquisition pursuant to Paragraphs 1 and 2, the Foundation shall provide written notice to the Fairfield City Clerk and the Clerk of the Solano County Board of Supervisors, of the location of the property, by assessor's parcel number, and the interest it has designated for acquisition. Upon this notification, the Foundation shall take all actions necessary and proper to acquire the property. Failure to comment on the noticed acquisition within 15 days of receipt of the notification by the City or County shall constitute a waiver of any contention that the property fails to meet the criteria of Paragraphs 1 and 2 of this Agreement.

6. The Board of Directors of the Foundation shall amend the Foundation's by-laws to enlarge the Board to include representation of the Green Valley Landowners' Association.

7. In the event Green Valley Open Space is not formed, then (a) the Foundation shall acquire lands for open space and agricultural preservation pursuant to Paragraph 2 of this Agreement, in the vicinity of the City of Fairfield; and (b) the Foundation shall not be required to amend its by-laws as provided in Paragraph 6 of this Agreement.


8. Pursuant to its bylaws, the Foundation shall not appear before public bodies for purposes of giving testimony on any action involving land use adjustments, including but not limited to zoning changes, annexations, tentative or final subdivision maps, or issuance of building permits, except in those circumstances where said adjustments may affect lands owned, managed, or otherwise under contract to, the Foundation.

9. Should subsequent federal legislation or administrative regulations or rulings be adopted which would result in outstanding North Cordelia Open Space Mello-Roos bonds becoming taxable if this Agreement were complied with, Foundation shall request modifications to this Agreement in a form acceptable to bond counsel which will give the Foundation the maximum amount of discretion and control of acquired property consistent with maintaining the tax-exempt status of the bonds, and other provisions of this Agreement. In such event, the Foundation shall have the option of requesting that either any subsequent issue of North Cordelia Open Space bonds be taxable, or be issued in accordance with this Agreement, as amended. Consent to such modifications shall be a ministerial act of the County and City, and shall be enforceable by writ of mandate.

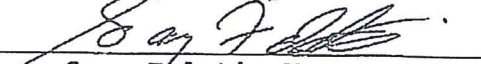


Wherefore, the parties have executed this Agreement,  
effective on the day first above written.


COUNTY OF SOLANO

  
Sam Caddle, Chairman 10-1-90

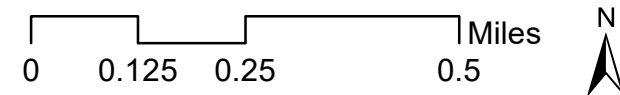
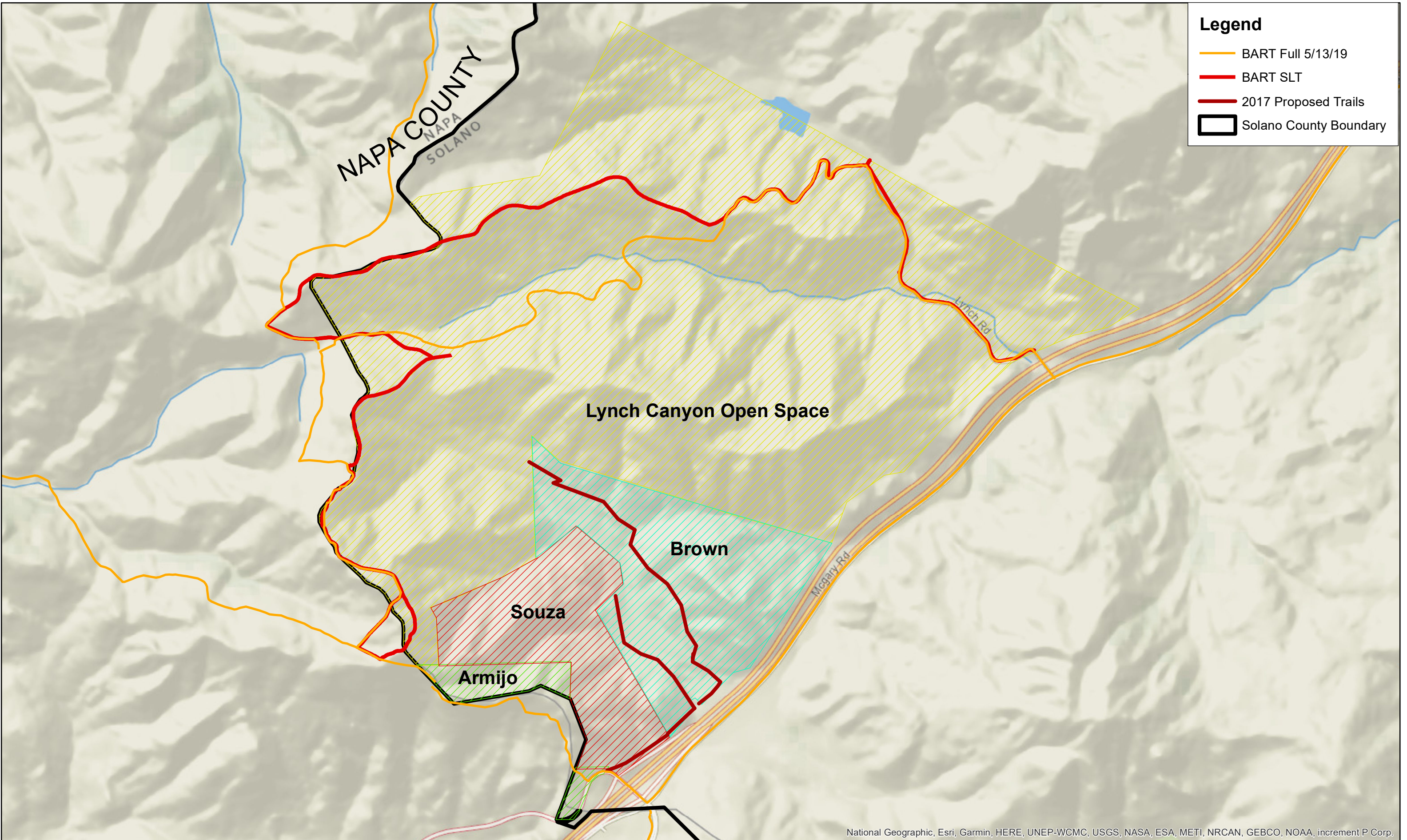
CITY OF FAIRFIELD, a  
municipal corporation

  
Gary Palati, Mayor

SOLANO COUNTY FARMLANDS  
AND OPEN SPACE FOUNDATION

  
Bob Berman, President









# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	13	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Appointment	<b>Department:</b>	County Counsel
<b>File #:</b>	19-754	<b>Contact:</b>	Dan Wolk, 784-6150
<b>Agenda date:</b>	10/08/2019	<b>Final Action:</b>	
<b>Title:</b>	Approve the appointments of Otome Lindsey and Katie Wadsworth as Trustees of Reclamation District No. 1667 for terms to expire at noon on December 1, 2023		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Appointment Request Letter		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes \_\_\_\_ No X

Public Hearing Required? Yes \_\_\_\_ No X

### **DEPARTMENTAL RECOMMENDATION:**

It is recommended that the Board approve the appointments of Otome Lindsey and Katie Wadsworth as Trustees of Reclamation District No. 1667 for terms to expire at noon on December 1, 2023.

### **SUMMARY/DISCUSSION:**

Reclamation districts are governed by boards of trustees, which are composed of landowners or their legal representatives in the district. As a general rule, a district must hold an election in each odd-numbered year. Once an election is called, the district solicits nominations. If, on the 54th day prior to the election, the number of nominees does not exceed the number of trustees to be elected (and if a petition signed by 5 percent of the voters requesting that the election be held has not been presented to the district board), an election shall not be held and the board of supervisors shall appoint those nominated for the positions of trustee. If no person has been nominated, the board of supervisors shall appoint any qualified person or persons.

Reclamation District No. 1667 (District) has a three-member Board of Trustees, and the terms of two of the three Trustees will expire in December. Pursuant to Water Code section 50731.5, the District published a notice calling for nominations for the positions. The District received no nominations for the positions, other than from the two incumbents. In addition, the District received no petition requesting that an election be held.

Because the number of nominations is equal to the number of seats available, the District requests that the Board of Supervisors appoint the nominated individuals in lieu of holding an election.

### **FINANCIAL IMPACT:**

There is no cost to the County involved in making these appointments. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

**ALTERNATIVES:**

The Board could choose not to make these appointments. This option is not recommended as the proposed Trustees were validly nominated, and the law requires their appointment.

**OTHER AGENCY INVOLVEMENT:**

Reclamation District No. 1667 requested this action.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

DANIEL F. GALLERY  
(RETIRED/INACTIVE)

JESSE W. BARTON

**GALLERY & BARTON**  
A PROFESSIONAL LAW CORPORATION  
1112 I STREET, SUITE 240  
SACRAMENTO, CA 95814-2865

P: (916) 444-2880  
F: (916) 444-6915  
WWW.GALLERYBARTONLAW.COM

WRITER'S E-MAIL: jbarton@gallerybartonlaw.com

September 13, 2019

Office of County Counsel  
675 Texas Street, Suite 6600  
Fairfield, CA 94533-6301

Clerk to the Board of Supervisors  
Solano County Board of Supervisors  
675 Texas Street, Suite 6500  
Fairfield, CA 94533

Dear Clerk and County Counsel:

This office represents Reclamation District 1667 (Prospect Island) (the "District"). The terms of two trustees of Reclamation District 1667 expire this year. The District published notice calling for nomination petitions on July 24, 2019. The District has received no nominations for the positions, other than from the incumbents.

In addition, the District has received no petition of landowners requesting that an election be held. Therefore, in accordance with Water Code section 50740, no election will be held, and in accordance with Water Code section 50741, the District will publish notice that the District general election for this year has been canceled.

This is to request that in accordance with Water Code sections 50741 and 50742, the Board of Supervisors appoint the incumbents to additional terms as Trustees for Reclamation District 1667.

The names and mailing addresses of the incumbents to be appointed are:

Otome Lindsey Department of Water Resources P.O. Box 942836 Sacramento, CA 94236-0001	Katie Wadsworth Department of Water Resources 3500 Industrial Blvd. West Sacramento, CA 95691
------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------

Upon appointment, if you could notify me, I would greatly appreciate the gesture. Thank you for your assistance in this matter. If additional information is needed, please contact me at 916-444-2880.

Very truly yours,

  
Jesse W. Barton

cc. Solano County Registrar of Voters  
675 Texas St. Suite 2600  
Fairfield, CA 94533

**Solano County**

**SEP 17 2019**

**Registrar of Voters**



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	14	<b>Status:</b>	Closed Session
<b>Type:</b>	Closed Session	<b>Department:</b>	County Counsel
<b>File #:</b>	19-753	<b>Contact:</b>	Bernadette S. Curry, 784-6151
<b>Agenda date:</b>	10/08/2019	<b>Final Action:</b>	

**Title:** Conference with Labor Negotiators: Solano County representatives: Marc Fox, Jeannine Seher, Mark Love, Georgia Cochran, Birgitta E. Corsello, and Nancy Huston. 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)

Conference with Real Property Negotiators: Property: APN: 0133-050-230, 6996 Leisure Town Road, Vacaville, California; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, and Megan Greve, General Services Director; Negotiating party: Sheila Oakes, Realty One Group Fox; Under negotiation: Price and terms

**Governing body:** Board of Supervisors

**District:** All

**Attachments:** A - Memorandum

Date:	Ver.	Action By:	Action:	Result:
Published Notice Required?	Yes	No	<u>X</u>	
Public Hearing Required?	Yes	No	<u>X</u>	

## CLOSED SESSION MEMO

- A. LICENSE/PERMIT DETERMINATION (GC § 54956.7)
  - a. Number of applicants:\_\_\_\_\_
- B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (GC § 54956.8)
  - a. Property: APN: 0133-050-230, 6996 Leisure Town Road, Vacaville, California; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, and Megan Greve, General Services Director; Negotiating party: Sheila Oakes, Realty One Group Fox; Under negotiation: Price and terms
- C. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
  - a.
- D. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (GC § 54956.9)
  - a. Significant exposure to litigation pursuant to GC § 54956.9 (b):
  - b. Initiation of litigation pursuant to GC § 54956.9(c):
- E. LIABILITY CLAIMS-JOINT POWERS AUTHORITY (GC § 54956.95)
  - a. Claimant:\_\_\_\_\_
  - b. Agency against whom claim filed:\_\_\_\_\_
- F. THREAT TO PUBLIC SERVICES OR FACILITIES (GC § 54957)
  - a. Consultation with:\_\_\_\_\_
- G. PUBLIC EMPLOYEE APPOINTMENT
  - a. Title:
- H. PUBLIC EMPLOYMENT (GC § 54957)
  - a. Title:
- I. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC § 54957)
  - a. Title:
- J. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (GC § 54957)
  - a. No information required
- K. CONFERENCE WITH LABOR NEGOTIATORS (GC § 54957.6)

Solano County representatives: Marc Fox, Jeannine Seher, Mark Love, Georgia Cochran, Birgitta E. Corsello, and Nancy Huston. 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)

L. CASE REVIEW/PLANNING (GC § 54957.8)

M. REPORT INVOLVING TRADE SECRET (GC § 54962, etc.)

a. Estimated year of public disclosure:\_\_\_\_\_

N. HEARINGS

a. Subject matter:\_\_\_\_\_

(nature of hearing, i.e. medical audit comm.,  
quality assurance comm., etc.)