

Solano County

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



Agenda - Final

Tuesday, January 7, 2020

8:30 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. Spering (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 - 8:30 A.M.

ROLL CALL

CLOSED SESSION

- 1 **19-1004** Conference with Labor Negotiators: Solano County representatives: Marc Fox, Jeannine Seher, 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)

Attachments: [A - Memorandum](#)

RECONVENE - 9:00 A.M.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

SALUTE TO THE FLAG AND A MOMENT OF SILENCE

PRESENTATIONS

Assessor:

- 2 **20-12** Receive a presentation from the Assessor/Recorder on the selection of Christy Saetern as "Employee of the Month" for January 2020

First 5 Solano:

- 3 **20-8** Adopt and present a resolution recognizing January 2020 as Positive Parenting Awareness Month (Supervisor Vasquez)

Attachments: [A - Resolution](#)

Health and Social Services:

- 4 **20-3** Adopt and present a resolution recognizing the month of January 2020 as National Slavery and Human Trafficking Prevention Month in Solano County (Chairwoman Hannigan)

Attachments: [A - Resolution](#)

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**Clerk of the Board of Supervisors:

- 5 **20-29** Approve the minutes of the Solano County Board of Supervisors meeting of December 10, 2019
Attachments: [A - Minutes - December 10, 2019](#)

County Counsel:

- 6 **19-1006** Adopt a resolution approving Resolution No. 2017-05 of the Maine Prairie Water District that consolidates the elections of its governing body with statewide general elections, which will move the current election dates from odd-numbered years to even-numbered years, beginning in 2022
Attachments: [A - Resolution](#)
 [B - District Resolution](#)

Human Resources:

- 7 **20-33** Adopt a resolution approving a successor collective bargaining agreement between Solano County and Unit 14 - Correctional Supervisors represented by Teamsters Union, Local 856, AFL-CIO
- Attachments: [A - Resolution](#)
 [B - Unit 14 MOU](#)

First 5 Solano:

- 8 **20-7** Approve the Membership Certification Statement of the Solano County Local Child Care Planning Council
- Attachments: [A - Membership Certification](#)

HEALTH AND SOCIAL SERVICESHealth and Social Services:

- 9 **19-1005** Adopt a resolution amending the List of Numbers and Classifications of Positions to delete a 1.0 Full Time Equivalent Deputy Compliance & Quality Assurance Manager and to add a 1.0 FTE Compliance and Quality Assurance Analyst
- Attachments: [A - Resolution](#)

CRIMINAL JUSTICESheriff's Office:

- 10 **19-1002** Approve a \$2,536,930 revenue Memorandum of Agreement with the City of Rio Vista for the Sheriff's Office to provide law enforcement services for the period of February 1, 2020 through January 31, 2021 with the option to renew; Authorize the County Administrator, with County Counsel concurrence, to execute the Memorandum of Agreement and any future amendments including changes to terms and conditions and/or scope of services that remain within 20% of the total contract amount not to exceed \$75,000; Adopt a resolution amending the List of Numbers and Classifications of Positions to add 1.0 FTE Lieutenant-Sheriff, 2.0 FTE Sergeant-Sheriff, and 9.0 FTE Deputy-Sheriff; and Approve an Appropriation Transfer Request of \$1,057,054 to recognize unanticipated revenue from the City of Rio Vista and appropriations for providing law enforcement services in FY2019/20 (4/5 vote required)
- Attachments: [A - Memorandum of Agreement](#)
 [B - Resolution](#)

LAND USE/TRANSPORTATIONResource Management:

- 11 **19-992** Adopt 2 resolutions nominating Cache Slough and the Dixon Agricultural Service Area as new Priority Conservation Areas and direct staff to submit these resolutions to the Association of Bay Area Governments and Metropolitan Transportation Commission for their adoption

Attachments: [A - Cache Slough Resolution](#)
 [B - Dixon Agricultural Service Area Resolution](#)
 [C - Link to the September 10, 2019 Board Item](#)

MISCELLANEOUS ITEMSBoard of Supervisors:

- 12 **20-2** Approve the appointment of Gary Vitali as a Director of the Collinsville Levee Maintenance District for a term to expire January 7, 2024

County Counsel:

- 13 **19-991** Approve the appointments of Page Baldwin, Jr. and Mark Young as Trustees of Reclamation District No. 2084 for terms to expire at noon on December 1, 2023

Attachments: [A - Reclamation District No. 2084 Correspondence](#)
 [B - Call for Election Petitions](#)
 [C - Notice of No Election](#)

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

- A)
- B)
- C)

GENERAL GOVERNMENTCounty Administrator:

- 14 **20-20** Receive a presentation of the 2019 Annual Report

Attachments: [A - Solano County 2019 Annual Report](#)

Board of Supervisors:

- 15 **19-1000** Consider the following:
- A. Nomination and election of Chair
 - B. Nomination and election of Vice-Chair
 - C. Nomination and election of Chair Pro Tem
 - D. Seating selection at the dais
 - E. Presentation to outgoing Chair
 - F. Remarks by Supervisors
- 16 **19-1001** Consider Board of Supervisors' appointments to various boards, commissions and committees for 2020
- Attachments: [A - 2020 Requested Appointments](#)
 [B - 2019 Appointment List](#)
 [C - Summary of Committees and 2019 Appointments](#)

OTHERSolano Facilities Corporation:

- 17 **20-24** Hold annual meeting of the Board of Directors for the Solano County Facilities Corporation; and Elect new officers for calendar year 2020
- Attachments: [A - Schedule of COPs](#)

East Vallejo Fire Protection District:

- 18 **19-1003** Confirm selection of President and Vice-President of the East Vallejo Fire Protection District's Board of Directors

LAND USE/TRANSPORTATIONCounty Administrator/General Services:

- 19** **19-937** Discussion continued from December 10, 2019 Board meeting regarding 6996 Leisure Town Road for potential emergency housing needs; The Property Owner has declined County request to extend the escrow and cancelled the purchase and sales contract; County staff recommends ending efforts to acquire the property and seeks further Board direction regarding addressing housing/shelter needs in the northern part of Solano County

Attachments: [A - Purchase Agreement](#)
 [B - First Public Notice](#)
 [C - Resolution for Land Purchase](#)
 [D - Second Public Notice](#)
 [E - Minute Order](#)
 [F - 2019 PIT Homeless Census & Survey](#)

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

- 20** **20-39** Conference with Legal Counsel - Potential Litigation: One case

Attachments: [A - Memorandum](#)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)**ADJOURN:**

*To the Board of Supervisors meeting of January 14, 2020 at 8:30 A.M., Board Chambers,
675 Texas Street, Fairfield, CA*



Solano County

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

Agenda Submittal

Agenda #:	1	Status:	Closed Session
Type:	Closed Session	Department:	County Counsel
File #:	19-1004	Contact:	Bernadette S. Curry, 784-6151
Agenda date:	01/07/2020	Final Action:	
Title:	Conference with Labor Negotiators: Solano County representatives: Marc Fox, Jeannine Seher, 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)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Memorandum		

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

Published Notice Required? Yes ☐ No ☒ X
Public Hearing Required? Yes ☐ No ☒ X

CLOSED SESSION MEMO

- A. LICENSE/PERMIT DETERMINATION (GC § 54956.7)
 - a. Number of applicants:_____
- B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (GC § 54956.8)
 - a.
- 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, 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.)



Solano County

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

Agenda Submittal

Agenda #:	2	Status:	Presentation
Type:	Presentation	Department:	Assessor/Recorder
File #:	20-12	Contact:	Marc Tonnesen, 784-6210
Agenda date:	01/07/2020	Final Action:	
Title:	Receive a presentation from the Assessor/Recorder on the selection of Christy Saetern as "Employee of the Month" for January 2020		
Governing body:	Board of Supervisors		
District:	All		
Attachments:			

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

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

DEPARTMENTAL RECOMMENDATION:

Staff recommends the Board receive a presentation by the Assessor/Recorder's Office on the selection of Christy Saetern as the January 2020 "Employee of the Month" for the County Administration Center Parking Program, making her eligible to use the parking space designated for this honor.

SUMMARY/DISCUSSION:

In December 2006 the Board of Supervisors approved an ongoing County Administration Center "Employee of the Month" Parking Program for County employees.

The month of January has been designated as the month for the Assessor/Recorder department to recognize one of our exemplary employees. Christy Saetern was selected for this honor.

Christy Saetern has worked for Solano County since August 16, 2006 starting in the Cordelia Library. She transferred to the Assessor/Recorder's Office in September of 2016 promoting to an Office Assistant III as an Indexer/Verifier. Ms. Saetern was chosen as employee of the month for her efficiency in indexing and verifying as well as her positive attitude and support in the several units of the Assessor Recorder's Office during staffing transitions. At one point, she completed all indexing and verifying for several months. She then assisted in training a new employee to index and verify. Ms. Saetern assists the Vital Record Unit by indexing and verifying vital records as well as updating amended records. She assists the Examiners with recording documents. Ms. Saetern has kept up with copy requests, the returned mail log and collects and distributes incoming mail all while keeping the indexing and verifying current. She patiently assists difficult phone customers, keeping a professional tone in her voice. We appreciate her teamwork!

FINANCIAL IMPACT:

No financial impact is associated with this item. The costs associated with preparing the agenda item are

nominal and absorbed by the department's FY2019/20 Adopted Budget.

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

The County Administrator's Office concurs with Department's request.

CAO RECOMMENDATION:

APPROVE DEPARTMENT RECOMMENDATION



Solano County

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

Agenda Submittal

Agenda #:	3	Status:	Presentation
Type:	Resolution-Presentation	Department:	First 5 Solano
File #:	20-8	Contact:	Michele Harris, 784-1332
Agenda date:	01/07/2020	Final Action:	
Title:	Adopt and present a resolution recognizing January 2020 as Positive Parenting Awareness Month (Supervisor Vasquez)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

Published Notice Required? Yes____ No X

Public Hearing Required? Yes____ No X

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors adopt and present a resolution recognizing January 2020 as Positive Parenting Awareness Month in Solano County.

SUMMARY/DISCUSSION

Positive Parenting Awareness Month is a time to recognize the vital role that “parents” - including grandparents, foster parents, family members, and caregivers play in raising happy, thriving children. It is an opportunity to acknowledge that quality relationships with family, friends, neighbors, and caring adults can impact a child’s future social, emotional, and physical health in a positive way.

The First 5 Solano Children and Families Commission, agencies working directly with children and families, and community partners across the region offering parenting programs are joining together to acknowledge January 2020 as Positive Parenting Awareness Month.

Beginning FY2018/19, the First 5 Solano Commission and Solano County Health & Social Services, Mental Health Services Act have jointly funded the Triple P-Positive Parenting Program® (Triple P), an evidence-based program which provides parents with proven strategies for strengthening relationships with their children. Over the past year, approximately 1,000 “parents” in Solano County recognized the significance of positive parenting by participating in Triple P workshops. Through this program, parents have shared that practicing positive parenting has yielded amazing results - families are strengthened, and their children’s needs are met, paving the way for their kids to reach their full potential as individuals.

FINANCIAL IMPACT:

First 5 Solano is funded by Proposition 10 tobacco tax funds. There is no financial impact to the County

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

ALTERNATIVES:

The Board may choose not to approve the resolution. This is not recommended as it is an opportunity to recognize parents and all caregivers for their efforts to raise happy and confident children.

OTHER AGENCY INVOLVEMENT:

Solano partners recognizing Positive Parenting Awareness Month include Child Haven Inc., Child Start Inc., Fairfield-Suisun Unified School District - Adult School, Fairfield-Suisun Unified School District, - Healthy Start Family Resource Center, Parents by Choice, Rio Vista CARE, Solano County Office of Education, and Solano Family and Children's Services.

Resolution No. 2020 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS PROCLAIMING JANUARY AS POSITIVE PARENTING AWARENESS MONTH

WHEREAS, raising children and youth to become healthy, confident, capable individuals is the most important job parents and caregivers have; and

WHEREAS, positive parenting strengthens family relationships, increases parents' confidence and promotes children's healthy development; and

WHEREAS, families come in many forms and children are raised by parents, grandparents, foster parents, family members and other caregivers; and

WHEREAS, the quality of caregiving is one of the most powerful predictors of children's future social, emotional, and physical health; and

WHEREAS, one healthy adult relationship with a parent, caregiver, or other adult can prevent and heal the effects of Adverse Childhood Experiences (ACEs) such as child abuse, neglect or other traumatic events; and

WHEREAS, in Solano County, families can receive support from various positive parenting programs, including Triple P-Positive Parenting Program, an evidence-based program which offers parents and caregivers a "tool kit" of proven strategies to strengthen families and develop positive relationships by teaching simple strategies any parent can adopt to suit their own values, beliefs and needs; and

WHEREAS, multiple agencies throughout Solano County, including Child Haven Inc., Child Start Inc., Fairfield-Suisun Unified School District-Adult School, Fairfield-Suisun Unified School District Healthy Start Family Resource Center, Parents By Choice, Rio Vista CARE, Solano County Office of Education, and Solano Family & Children's Services offer an array of Triple P services available to any parent; and

WHEREAS, Triple P is an effective and universal parenting intervention, serving over 1,000 parents of diverse backgrounds in Solano County within the past year; and

WHEREAS, during the month of January, First 5 Solano Children and Families Commission, along with partners throughout the county, will expand efforts to increase awareness of positive parenting and the availability of resources such as Triple P.

NOW, THEREFORE BE IT RESOLVED that the Solano County Board of Supervisors does hereby proclaim January 2020 as Positive Parenting Awareness Month in Solano County.

Dated this 7th day of January, 2020

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

Agenda #:	4	Status:	Presentation
Type:	Resolution-Presentation	Department:	Health and Social Services
File #:	20-3	Contact:	Gerald Huber, 784-8400
Agenda date:	01/07/2020	Final Action:	
Title:	Adopt and present a resolution recognizing the month of January 2020 as National Slavery and Human Trafficking Prevention Month in Solano County (Chairwoman Hannigan)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

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

DEPARTMENTAL RECOMMENDATION:

Adopt and present a resolution recognizing the month of January 2020 as National Slavery and Human Trafficking Prevention Month in Solano County.

SUMMARY:

The month of January has been designated National Slavery and Human Trafficking Prevention Month. Human trafficking endangers the lives of millions of people around the world - a crime that knows no borders. It is estimated that 24.9 million men, women and children around the world are victims of human trafficking. Trafficking networks operate domestically and internationally. Trafficking disproportionately affects women and girls, victims worldwide include men, women and children of all ages. An intentional effort on generating awareness and observing this month with appropriate programs and activities are key factors toward effectively ending human trafficking. Throughout this month, advocates, organizations, and individuals unite globally to raise awareness about human trafficking prevention.

FINANCIAL IMPACT:

The cost associated with preparing this agenda item is included in the Department's FY2019/20 Adopted Budget. There is no additional impact to the County General Fund.

DISCUSSION:

President Obama in January 2010 instituted an annual month of awareness events on human trafficking with a proclamation declaring January as National Slavery and Human Trafficking Prevention Month. Human trafficking is an illegal trade in human beings through recruitment or abduction, by means of force, fraud or coercion for purposes of forced labor, debt bondage or sexual exploitation.

Trafficking in persons is a serious crime and a grave violation of human rights. Every year, thousands of men, women and children fall into the hands of traffickers, in their own countries and abroad. Almost every country in the world is affected by trafficking, whether as a country of origin, transit or destination for victims.

Human trafficking is a growing problem in the United States and around the world. California, with its large immigrant communities, the world's 9th largest economy and extensive international border, is considered one of the top four destinations in the United States for human trafficking.

The sexual abuse and exploitation of children rob the victims of their childhood, irrevocably interfering with their emotional and psychological development. Ensuring that all children come of age without being impacted by sexual trauma or exploitation is more than a criminal justice issue, it is a societal issue. Despite current efforts, the threat of child sexual exploitation remains very real and can occur in the home, on the street, over the Internet, in the United States or overseas.

The second most common form of human trafficking is forced labor, although this may be a misrepresentation because forced labor is less frequently detected and reported than trafficking for sexual exploitation. Worldwide, almost 20% of all trafficking victims are children.

Some common precursors to exploitation include a history of sexual abuse. Over 90% of identified commercially sexually exploited children have a prior history of sexual abuse. The average age of entry into commercial sexual exploitation is 12-14 for girls and 11-13 for boys. Often young people are not identified right away, but rather after many years of experiencing the compounded trauma of being sold into what is commonly referred to as "modern day slavery."

Solano County District Attorney records show from November 2015 to present, a total of 51 Human Trafficking cases filed. Of the 51 cases, 49 have been adjudicated with 43 convictions (88% conviction rate) and 6 dismissals. Twenty-four cases (about 50%) resulted in State prison sentences.

Solano County Commercial Sexual Exploitation of Children (CSEC) Steering Committee is a countywide team of professionals consisting of Health and Social Services, Child Welfare Services (CWS) and Behavioral Health (BH); Law Enforcement; Board Supervisor; District Attorney; Solano County Office of Education (SCOE); and a host of Community Based Organizations who are committed to increasing awareness, supporting victims so they may be routed to appropriate services, and prosecuting and holding traffickers accountable.

ALTERNATIVES:

The Board may choose not to adopt and present the resolution. This is not recommended because this is an opportunity to raise awareness and promote community discussion regarding the prevention of human trafficking.

OTHER AGENCY INVOLVEMENT:

The Solano County CSEC Committee endorses the resolution and activities planned throughout Human Trafficking Awareness Month.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2020 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS DESIGNATING THE MONTH OF JANUARY 2020 AS NATIONAL SLAVERY AND HUMAN TRAFFICKING PREVENTION AWARENESS MONTH IN SOLANO COUNTY

WHEREAS, National Slavery and Human Trafficking Prevention Awareness month was established in January 2010 to bring to light the issue of Human trafficking; and

WHEREAS, Human trafficking is a growing problem in the United States and around the world; and

WHEREAS, California, with its large immigrant communities, the world's 9th largest economy and an extensive international border, is considered one of the top four destinations in the United States for human trafficking; and

WHEREAS, Human trafficking victims, through recruitment or abduction, by means of force, fraud or coercion, are forced to work in various forms of labor exploitation; and

WHEREAS, the threat of child sexual exploitation remains very real, and can occur in the home, on the street, over the Internet, in the United States or overseas; and

WHEREAS, over 90% of identified commercially sexually exploited children have a prior history of sexual abuse and the average age of entry into commercial sexual exploitation is 12-14 for girls and 11-13 for boys; and

WHEREAS, National Slavery and Human Trafficking Prevention Awareness Month is an opportunity to recognize the critical role we all play in preventing, reporting, and adjudicating these heinous crimes; and

WHEREAS, Solano County Commercial Sexual Exploitation of Children Steering Committee is a countywide team of professionals consisting of Health and Social Services, Child Welfare Services and Behavioral Health; Law Enforcement; Board Supervisor; District Attorney; Solano County Office of Education; and a host of Community Based Organizations committed to increasing awareness.

NOW, THEREFORE BE IT RESOLVED that the Solano County Board of Supervisors hereby designates the month of January 2020 as National Slavery and Human Trafficking Prevention Awareness Month in Solano County, and encourages all residents of Solano County to learn more about the issue of human trafficking.

Dated this 7th day of January, 2020

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

Agenda #:	5	Status:	Consent Calendar
Type:	Minutes	Department:	Clerk of the Board of Supervisors
File #:	20-29	Contact:	Jeanette Neiger, 784-6125
Agenda date:	01/07/2020	Final Action:	
Title:	Approve the minutes of the Solano County Board of Supervisors meeting of December 10, 2019		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Minutes - December 10, 2019		

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

Published Notice Required? Yes ____ No X

Public Hearing Required? Yes ____ No X

DEPARTMENTAL RECOMMENDATION:

Presented for your approval are the minutes of the Solano County Board of Supervisors meeting of December 10, 2019.



Solano County

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

Minutes - Draft Board of Supervisors

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

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

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

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

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

Tuesday, December 10, 2019

8:30 AM

Board of Supervisors Chambers

CALL TO ORDER

The Solano County Board of Supervisors met on the 10th day of December, 2019 in regular session in the Board of Supervisors' Chambers at the Solano County Government Center, 675 Texas Street, Fairfield, California at 8:31 A.M. Present were Supervisors Brown, Spering, Vasquez, Thomson and Chairwoman Hannigan. Chairwoman Hannigan presided. Also present were Assistant County Administrator Nancy L. Huston and County Counsel Bernadette S. Curry.

ROLL CALL

Erin Hannigan, Monica Brown, James P. Spering, John M. Vasquez and Skip Thomson

CLOSED SESSION

The Solano County Board of Supervisors recessed to Closed Session at 8:32 A.M. to discuss the following matters:

- 1 [19-979](#) Conference with Labor Negotiators: Solano County representatives: Marc Fox, Jeannine Seher, 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 Legal Counsel - Existing Litigation: Sacramento Municipal Utility District, et al. v. County of Solano, et al.

Attachments: [A - Memorandum](#)

RECONVENE

This meeting of the Solano County Board of Supervisors reconvened at 9:01 A.M. All members were present and Chairwoman Hannigan presided.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

County Counsel Bernadette Curry advised that there were no reports from Closed Session.

SALUTE TO THE FLAG AND A MOMENT OF SILENCE

This meeting of the Solano County Board of Supervisors continued with the Salute to the Flag and a Moment of Silence.

PRESENTATIONS

- 2 [19-950](#) Adopt and present a resolution and plaque of appreciation honoring Lyn Fuller, Social Services Supervisor in the Department of Health and Social Services, Public Health Division, Older & Disabled Adult Services Bureau, upon her retirement with over 20 years of dedicated public service to Solano County (Supervisor Spering)

Attachments: [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)

On motion of Supervisor Spering, seconded by Supervisor Vasquez, the Board adopted and presented Resolution No. 2019-260 honoring Lyn Fuller, Social Services Supervisor in the Department of Health and Social Services, Public Health Division, Older & Disabled Adult Services Bureau, upon her retirement with over 20 years of dedicated public service to Solano County. So ordered by 5-0 vote. (See Resolution Book)

Enactment No: Resolution 2019 - 260

- 3 [19-872](#) Adopt and present a resolution of appreciation honoring Jeff Jewell upon his retirement for his distinguished service to the citizens and veterans in Solano County (Supervisors Thomson and Vasquez)

Attachments: [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)

On motion of Supervisor Thomson, seconded by Supervisor Vasquez, the Board adopted and presented Resolution No. 2019-261 honoring Jeff Jewell upon his retirement for his distinguished service to the citizens and veterans in Solano County. So ordered by 5-0 vote. (See Resolution Book)

Enactment No: Resolution 2019 - 261

ITEMS FROM THE PUBLIC

Chairwoman Hannigan invited members of the public to address the Board on matters not listed on the agenda but within the subject matter jurisdiction of the Board. The following comments were received:

A) Bernadette Curry, County Counsel, introduced new Deputy County Counsel Adrienne Patterson.

B) Bonnie Katz, Library Director, introduced new Deputy Director of Library Services Michael Eitner.

C) Matthew Davis, Public Information Officer, introduced new Volunteer Coordinator Rhonda Smith.

D) George Guynn, Jr., Suisun City, commented on responsibility of nonprofits to care for the homeless and on the Veterans Service Office.

Supervisor Spering commented that nonprofits were being overwhelmed and worked very hard to do their jobs.

Chairwoman Hannigan provided information on the amount of foundation giving in Solano County, noting that it received \$6 per capita compared to Napa County that received \$60 per capita. She encouraged donations to local nonprofits.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There were no additions to or deletions from the Solano County Board of Supervisors' agenda for December 10, 2019.

APPROVAL OF THE AGENDA

On motion of Supervisor Vasquez, seconded by Supervisor Brown, the Board approved the agenda of the Solano County Board of Supervisors for December 10, 2019 as submitted. So ordered by 5-0 vote.

PUBLIC COMMENT ON CONSENT CALENDAR

Chairwoman Hannigan invited members of the public to address the Board on matters listed on the Consent Calendar. There were no public comments.

Supervisor Vasquez commented on the number of County employees shown on the Consent Calendar that were retiring. He then asked that County Counsel address an email received about the purpose of Item 26.

County Counsel Bernadette Curry noted that an email had been received regarding Item 26 related to a proposed policy for writing off uncollectible debts under the General Assistance Accounts Receivable for the Department of Health and Social Services and provided information on the purpose of the policy.

APPROVAL OF THE CONSENT CALENDAR

On motion of Supervisor Spering, seconded by Supervisor Brown, the Board approved the following Consent Calendar items by 5-0 vote.

CONSENT CALENDAR

- 4 [19-976](#) Approve the minutes of the Solano County Board of Supervisors meeting of November 19, 2019
- Attachments:* [A - Minutes - November 19, 2019](#)
 [Adopted Minutes](#)
 [Minute Order](#)
- Approved**
- 5 [19-978](#) Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors
- Attachments:* [A - Appointment List](#)
 [Minute Order](#)
- Received and Filed**
- 6 [19-934](#) Adopt a resolution in support of the Solano County Law Library's request for funding in the Governor's 2020 budget and in successive state budgets
- Attachments:* [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)
- Adopted**
- Enactment No: Resolution 2019 - 262**

- | | | |
|----|-------------------------------|--|
| 7 | <u>19-916</u> | <p>Accept the Dixon Public Library District Facilities Impact Fee Annual Update report for FY2018/19</p> <p><i>Attachments:</i> <u>A - FY1819 Dixon Public Library Impact Fee Disclosure Minute Order</u></p> <p>Accepted</p> |
| 8 | <u>19-917</u> | <p>Accept the annual and 5 year fire impact fee disclosures for FY2018/19 for the Cordelia Fire Protection District, Dixon Fire Protection District, Suisun Fire Protection District and Vacaville Fire Protection District</p> <p><i>Attachments:</i> <u>A - FY1819 Cordelia FPD Annual & 5 Yr Disclosures</u>
 <u>B - FY1819 Dixon FPD Annual & 5 Yr Disclosures</u>
 <u>C - FY1819 Suisun FPD Annual & 5 yr Disclosures</u>
 <u>D - FY1819 Vacaville FPD Annual & 5 Yr Disclosures</u>
 <u>Minute Order</u></p> <p>Accepted</p> |
| 9 | <u>19-912</u> | <p>Accept the FY2018/19 Public Facilities Fee Annual Disclosure; and Accept an update on recent statutory changes regarding Accessory Dwelling Unit impact fees</p> <p><i>Attachments:</i> <u>A - Description of County PFF</u>
 <u>B - County PFF Rate Summary</u>
 <u>C - Summary of Collections and Disbursements</u>
 <u>D - Summary of Agency Balances</u>
 <u>E - 180 Day Review</u>
 <u>F - STA FY2018/19 Annual Report</u>
 <u>G - Public Notice</u>
 <u>Minute Order</u></p> <p>Accepted</p> |
| 10 | <u>19-966</u> | <p>Approve conflict of interest code amendments for the Department of Information Technology, Fairfield-Suisun Sewer District, and SolTrans</p> <p><i>Attachments:</i> <u>A - County Departments with Summary</u>
 <u>B - Local Agency with Summary</u>
 <u>Minute Order</u></p> <p>Approved</p> |

- 11 [19-886](#) Adopt a resolution to amend the List of Numbers and Classifications of Positions to add 1.0 FTE Human Resources Manager and delete 1.0 FTE Employment Relations Manager; and Adopt a resolution to amend the Alphabetical Listing of Classes and Salaries to establish a monthly salary of \$10,583.16 - \$12,864.44 for the classification of Human Resources Manager

Attachments: [A - Resolution - List of Numbers/Classifications](#)
 [B - Resolution - Alpha Listing Classes/Salaries](#)
 [Adopted Resolution - HR ER](#)
 [Adopted Resolution -Listing of Classes and Salaries](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019 - 263 and Resolution 2019-284

- 12 [19-921](#) Adopt a resolution amending the Alphabetical Listing of Classes and Salaries to increase the hourly rate for the extra help classifications of Contract Employee-Professional, Contract Employee-Technical, Peer Group Co-Facilitator, Student Intern, Departmental Aide-Clerical, and Library Departmental Aide to implement upcoming increases in the California minimum wage; and Authorize the Director of Human Resources to sign an amendment to the collective bargaining agreement between the County and SEIU, Local 1021, representing select classifications of Extra Help employees

Attachments: [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019 - 264

- 13 [19-887](#) Adopt the County's Cellular Phone Policy, as amended, to provide clarification and allowance adjustments

Attachments: [A - Cellular Phone Policy \(Final\)](#)
 [B - Cellular Phone Policy \(Redlined\)](#)
 [Minute Order](#)

Adopted

- 14 [19-938](#) Approve an agreement for \$200,000 with Enovity Inc. of San Francisco to perform retro commissioning on county facilities for the term of December 10, 2019 through December 10, 2020; and Authorize the County Administrator or designee to execute the agreement and any amendments within the approved project budget

Attachments: [A - Contract](#)
 [B - Bidders of Record](#)
 [Executed Contract](#)
 [Minute Order](#)

Approved

- 15 [19-959](#) Adopt a resolution and plaque of appreciation honoring Catherine Cooper, Election Coordinator, upon her retirement from the Solano County Registrar of Voters with over 30 years of dedicated public service to Solano County

Attachments: [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019 - 265

- 16 [19-961](#) Adopt a resolution and plaque of appreciation honoring Daniel Tolvtvar, Information Technology Manager, upon his retirement from the Solano County Department of Information Technology with over 21 years of dedicated public service to Solano County

Attachments: [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019 - 266

- 17 [19-960](#) Approve a plaque of appreciation honoring Willette Lee, Election Coordinator, upon her retirement from the Solano County Registrar of Voters with over 10 years of dedicated public service to Solano County

Attachments: [Minute Order](#)

Approved

- 18 [19-855](#) Approve the consolidation of the elections for the submitted qualified bond measures for the Davis Joint Unified School District, the Los Rios Community College District and for the Sacramento County Board of Education Trustee Area 6 board member with the Statewide Primary Election on March 3, 2020

Attachments: [A - Davis Joint Unified School Dist Parcel Tax Measure](#)
 [B - Sacramento County Board of Education](#)
 [C - Los Rios College District Bond](#)
 [D - List of Offices](#)
 [Minute Order](#)

Approved

- 19 [19-926](#) Adopt a resolution and plaque of appreciation honoring Tamie R. Tvrdik, Clerical Operations Supervisor, upon her retirement from the Department of Library Services with over 30 years of dedicated public service to Solano County

Attachments: [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019 - 267

- 20 [19-925](#) Adopt a resolution and plaque of appreciation honoring Nancy J. Wilson, Deputy Director of Library Services, upon her retirement from the Department of Library Services with over 25 years of dedicated public service to Solano County

Attachments: [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019 - 268

- 21 [19-942](#) Approve a contract with Group 4 Architecture, Research + Planning, Inc. for an amount not to exceed \$483,940 to develop a new Solano County Library Facilities Master Plan, Technology Assessment, and Rebranding and Website Redesign Plan for the term of December 1, 2019 through July 31, 2020; Authorize the Director of Library Services to execute the contract and any associated extensions or amendments not to exceed 15% of contract amount; and Approve an Appropriation Transfer Request (ATR) for \$178,275 as an operating transfer out from the Public Facilities Fee - Libraries Contingency (Fund 296) and \$178,275 as an operating transfer in to Library Services (Fund 004) to fund Solano County Library's portion of the cost for the Library Facilities Master Plan (4/5 vote required)

Attachments: [A - Contract](#)
 [Executed Contract](#)
 [Minute Order](#)

Approved

- 22 [19-985](#) Adopt a resolution to amend the List of Numbers and Classifications of Positions to add 1.0 FTE Supervising Librarian, 1.625 FTE Librarian, 2.0 FTE Library Associate, and 2.3 FTE Library Assistant as outlined in the agreement to provide County library services to the Dixon Public Library

Attachments: [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019 - 269

- 23 [19-947](#) Authorize submission of a competitive grant application of up to \$12 million for the No Place Like Home Round 2 grant program in collaboration with non-profit developer Eden Housing and the City of Vallejo for the development of Vallejo's Sacramento Street project to provide 74 affordable housing units for extremely low- and very low-income households, including 35 units of permanent supportive housing; and Adopt a resolution to accompany the submission

Attachments: [A - Resolution](#)
 [B - Letter of Support](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Approved

Enactment No: Resolution 2019 - 270

- 24** [19-949](#) Adopt a resolution and plaque of appreciation honoring Allison Marotta, Social Worker III in the Health & Social Services Department, Public Health Division, Older & Disabled Adult Services Bureau, upon her retirement with over 30 years of dedicated public service to Solano County
- Attachments:* [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)
- Adopted**
- Enactment No: Resolution 2019 - 271**
- 25** [19-948](#) Approve a plaque of appreciation honoring Noreen Kekich, Eligibility Benefit Specialist II, upon her retirement from the Department of Health and Social Services Department, Employment & Eligibility Services Division with over 13 years of dedicated service to Solano County
- Attachments:* [Minute Order](#)
- Approved**
- 26** [19-953](#) Approve a General Assistance Accounts Receivable Write-Off policy for the Department of Health and Social Services to refer General Assistance accounts receivables that are over ninety (90) days past due to a collection agency, cease collection efforts on accounts less than ninety (90) days past due that meet certain criteria which render them as uncollectible, and authorize the department to remove these accounts from the County's accounting records
- Attachments:* [A - Policy](#)
 [Minute Order](#)
- Approved**
- 27** [19-941](#) Approve a contract with Touro University for \$31,284 to fund activities of the Opioid Safety Coalition, Drug Safe Solano, from October 1, 2019 to June 30, 2020; and Approve an Appropriations Transfer Request (ATR) for \$31,284 (4/5 vote required)
- Attachments:* [A - Contract](#)
 [Minute Order](#)
- Approved**

- 28 [19-945](#) Receive and approve the Mental Health Services Act FY2019/20 Annual Update for services rendered in FY2018/19 as required by law

Attachments: [A - Link to Annual Update](#)
 [Minute Order](#)

Approved

- 29 [19-943](#) Approve a first amendment with LocumTenens.com for \$1,295,000, for a total cumulative 2 year contract amount of \$3,095,000, to provide psychiatric medical services from July 1, 2018 through June 30, 2020; Authorize the County Administrator to execute the amendment; and Approve an Appropriation Transfer Request (ATR) for \$204,918 to move appropriations in salary and benefits to contracted direct services (4/5 vote required)

Attachments: [A - Amendment](#)
 [B - Link to Contract](#)
 [Minute Order](#)

Approved

- 30 [19-951](#) Adopt a resolution amending the List of Numbers and Classifications of Positions to add 2.0 Limited-Term Health Assistants through June 30, 2020 and a 0.5 FTE Public Health Nurse position in Health and Social Services, Public Health Division to administer services in the California Work Opportunity and Responsibility to Kids Home Visiting Program; and Approve an Appropriation Transfer Request (ATR) for \$458,383 for FY2019/20 to accept unanticipated revenue from the California Department of Social Services (4/5 vote required)

Attachments: [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019 - 272

31 **[19-952](#)**

Adopt a resolution amending the List of Numbers and Classifications of Positions for Health and Social Services, Public Health Division to add 2.0 Limited-Term Project Communicable Disease Investigators to provide additional communicable disease prevention services; and Approve an Appropriation Transfer Request (ATR) in the amount of \$420,939 for unanticipated FY2019/20 revenue from the California Department of Public Health (4/5 vote required)

Attachments: [A - Resolution](#)
 [Minute Order](#)
 [Adopted Resolution](#)

Adopted

Enactment No: Resolution 2019 - 273

32 **[19-929](#)**

Approve a 3 year contract with HealthRight 360 to provide substance abuse treatment services to Probation adult clients at the Fairfield and Vallejo Centers for Positive Change (CPC) for an amount not to exceed \$726,290 for the term of January 1, 2020 through December 31, 2022; Delegate authority to the County Administrator, pending County Counsel concurrence, to execute the contract and any future amendments up to 15% of the total contract amount, not to exceed \$75,000; and Authorize the Chief of Probation to execute any amendments which are technical or administrative in nature

Attachments: [A - Links to RFP and Contract](#)
 [Executed Contract](#)
 [Minute Order](#)

Approved

- 33** [19-877](#) Adopt a resolution approving participation in the 2019 Urban Area Security Initiative and authorizing the Sheriff or his designees to execute any actions necessary for the purpose of obtaining grant funding to include acceptance and administration of this grant and to sign associated amendments, modifications, and reimbursement forms; Approve an agreement with the City and County of San Francisco to receive \$128,800 in accordance with the Department of Homeland Security Urban Area Security Initiative for the period of November 1, 2019 through February 28, 2021; Approve an Appropriations Transfer Request (ATR) of \$128,800 to recognize unanticipated grant revenue and related appropriations to enhance the ability to prevent, protect, respond to and recover from terrorist activity in the Solano Operational Area (4/5 vote required); Approve fixed asset purchases totaling \$128,800 for antennas, a radio repeater, backhaul network equipment, and a DNA/RNA extraction instrument; and Authorize the Sheriff or his designees to execute any service contracts and subsequent amendments necessary to fulfill the County's responsibility under the 2019 Urban Area Security Initiative Expenditure Plan and which remain within budgeted appropriations

Attachments: [A - Resolution](#)
 [B - FY19 UASI MOU](#)
 [C - 2019 UASI Expenditure Plan](#)
 [Adopted Resolution](#)
 [Adopted Agreement](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019 - 274

- 34** [19-914](#) Adopt a resolution approving the annual application and participation in the upcoming FY2020/21 Boating Safety and Enforcement Financial Aid Program Grant in the amount of \$317,133; and Authorize the Sheriff or his designee to sign the Boating Safety and Enforcement Financial Aid Program Contract, administer the grant and sign associated amendments, operational contracts and reimbursement claims

Attachments: [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019 - 275

- 35** [19-958](#) Approve a 3.5 year service contract with Universal Protection Service, LP d/b/a as Allied Security Services for \$431,500 to augment security services for the County of Solano Sheriff's Office for the period from January 1, 2020 through June 30, 2023, which includes \$27,080 for a three-month novation period from July 1, 2023 through September 30, 2023; and Delegate authority to the County Administrator to execute the approved contract, pending County Counsel concurrence, and any amendments including changes to terms and conditions, scope of services, and modifications to contract limits not to exceed \$75,000

Attachments: [A - Contract](#)
 [Executed Contract](#)
 [Minute Order](#)

Approved

- 36** [19-940](#) Adopt a resolution authorizing the Solano County District Attorney's prior submission of a recurring grant proposal to the California Department of Insurance for the investigation and prosecution of automobile insurance fraud; Authorize the District Attorney to accept the award in the amount of \$151,715 for the period ending June 30, 2020; and Approve an Appropriation Transfer Request (ATR) recognizing \$48,855 in unanticipated grant revenue above the amount budgeted for the grant in FY2019/20 and offset by appropriations for Salaries and Benefits (4/5 vote required)

Attachments: [A - Grant RFA](#)
 [B - Award](#)
 [C - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019 - 276

- 37 [19-955](#) Adopt a resolution authorizing the Solano County District Attorney's prior submission of a recurring grant proposal to the California Department of Insurance for the investigation and prosecution of workers' compensation insurance fraud; Authorize the District Attorney to accept the award in the amount of \$202,762 for the period ending June 30, 2020; and Approve an Appropriation Transfer Request (ATR) recognizing \$33,542 in grant revenue above the amount budgeted for FY2019/20 and offset by appropriations for Salaries and Benefits (4/5 vote required)

Attachments: [A - Grant RFA](#)
 [B - Award](#)
 [C - Award Budget](#)
 [D - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019 - 277

- 38 [19-927](#) Adopt a resolution accepting a California Office of Emergency Services (CalOES) grant for the Victim/Witness Assistance Program in the amount of \$776,470 for the period of October 1, 2019 through September 30, 2020; Approve an Appropriation Transfer Request (ATR) recognizing unanticipated grant revenue of \$84,977 above the amount budgeted for the grant in FY2019/20 and offset by appropriations in the District Attorney's Victim Witness Unit budget by \$84,977 for the period of October 1, 2019 through June 30, 2020 (4/5 vote required); and Adopt a resolution to amend the List of Numbers in Classifications of positions within the District Attorney's Office, converting two existing extra help positions to two 0.5 FTE Office Assistant II (Limited Term) expiring September 30, 2020, and adding 1.0 FTE Victim Witness Assistant (Limited Term-Project) to develop a mass victimization assistance plan, expiring September 30, 2020, in the Victim Witness Unit

Attachments: [A - Award](#)
 [B - Resolution](#)
 [C - Position Resolution](#)
 [Adopted Resolution](#)
 [Adopted Position Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019 - 278 and Resolution 2019 - 279

- 39 [19-642](#) Affirm the District Attorney's acceptance of a California Office of Emergency Services grant for the Underserved/Unserved Victim Advocacy and Outreach Program in the amount of \$133,300 with a required match of 25 percent for the period of January 1, 2020 through December 31, 2020; Approve an Appropriation Transfer Request (ATR) recognizing unanticipated revenue of \$66,650 from the California Office of Emergency Services (CalOES), and increasing expenditures in the District Attorney's FY2019/20 budget in the Victim Witness Unit by \$100,362, offset by \$66,650 in unanticipated grant revenue and \$33,712 in Vital Record Fee revenue to be used as match funds for the period of January 1, 2020 through June 30, 2020 (4/5 vote required); and Adopt a resolution to amend the List of Numbers in Classifications of positions within the District Attorney's Office to extend 2.0 FTE Victim Witness Assistant (Limited Term) to December 31, 2020

Attachments: [A - Grant RFA](#)
 [B - Letter](#)
 [C - Funding Chart](#)
 [D - Resolution](#)
 [Minute Order](#)
 [Adopted Resolution](#)

Adopted

Enactment No: Resolution 2019 - 280

- 40 [19-931](#) Affirm the District Attorney's acceptance of a California Office of Emergency Services (CalOES) grant for the County Victim Services Program (XC) in the amount of \$255,489 in 2018 Victim of Crimes Act (VOCA) funding for the period of January 1, 2020 through December 31, 2020; Approve an Appropriation Transfer Request (ATR) recognizing unanticipated grant revenue of \$127,748 from CalOES in FY2019/20 and increasing expenditures in Salaries and Benefits by \$127,748 (4/5 vote required); Adopt a resolution to amend the List of Numbers in Classifications of positions within the District Attorney's Office to extend 2.0 FTE Social Worker II (Limited Term) through December 31, 2020; and Authorize the County Administrator to execute a \$25,000 contract amendment with Court Appointed Special Advocates Solano (CASA) to fund a Volunteer Coordinator for the period of January 1, 2020 through December 31, 2020

Attachments: [A - Resolution](#)
 [B - CASA 3rd Amendment](#)
 [C - Link to CASA Original Contract & Past Amendments](#)
 [Adopted Resolution](#)
 [Executed Contract](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution 2019 - 281

- 41** [19-913](#) Approve an Appropriation Transfer Request (ATR) reclassifying grant-funded expenditures of \$94,555 under the California Office of Emergency Services (CalOES) County Victim Services (XC) Grant Program to reclassify appropriations from Salaries and Benefits to Services & Supplies and Fixed Asset - Equipment to purchase office furniture, copiers and printers, and renewal of Justware case management system licenses for the Solano Family Justice Center (SFJC), in order to fully expend grant funds prior to the December 31, 2019 expiration

Attachments: [A - Grant Award Amendment](#)
 [Minute Order](#)

Approved

MISCELLANEOUS ITEMS

- 42** [19-936](#) Approve the reappointment of Sal Macasieb to serve on the In-Home Supportive Services Public Authority Advisory Committee, representing District 1, for a term to expire December 10, 2023

Attachments: [Minute Order](#)

Approved

- 43** [19-922](#) Approve the appointment of Valerie Williams to the Solano County Fair Board of Directors, representing District 5, for a term to expire on August 1, 2023

Attachments: [Minute Order](#)

Approved

- 44** [19-928](#) Approve the appointments of Mary N. Kuechler and Martin Ronayne as Trustees of Reclamation District No. 2060 for terms to expire at noon on December 1, 2023

Attachments: [A - Correspondence from Reclamation District No. 2060](#)
 [Minute Order](#)

Approved

- 45** [19-923](#) Approve the appointments of Dennis DeDomenico and Larry Newhall as Trustees of Reclamation District No. 2141 for terms to expire at noon on December 3, 2021; and Approve the appointments of John Delucchi, John Paulsen, and David Steiner as Trustees of Reclamation District No. 2141 for terms to expire at noon on December 1, 2023

Attachments: [A - Correspondence from Reclamation District No. 2141](#)
 [Minute Order](#)

Approved

REGULAR CALENDAR

- 46 [19-919](#) Conduct Quarterly Meeting of the East Vallejo Fire Protection District Board of Directors

Attachments: [Minute Order](#)

Senior Management Analyst Magen Yambao introduced the item.

Vallejo Deputy Fire Chief Kyle Long provided an overview of activities for the East Vallejo Fire Protection District.

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

A) Donald Tipton, unincorporated Vallejo, commented on a tour of the district that he attended and a map of the district he felt contained errors.

Chairwoman Hannigan requested that a copy of the map be provided to the Board.

Chairwoman Hannigan requested that a copy of the East Vallejo Fire Protection District map be provided to the Board.

- 47 [19-956](#) Receive a presentation from the Department of Information Technology; Consider approving a 2 year contract addendum, with a one-year option for extension, with Avenu Insights & Analytics to provide managed IT services for \$12,785,956 for the term of January 1, 2020 through December 31, 2021; Consider authorizing the Chief Information Officer (CIO) to execute the agreement and to negotiate and execute change orders with Avenu, not to exceed 10% of the contract amount within the relevant fiscal year, within departmental appropriations for IT managed services, and with the County Administrator's concurrence; and Consider adopting a resolution amending the List of Numbers and Classifications of Positions to add 1.0 FTE Information Technology Analyst - Principal (TBD) and 2.0 FTE Inventory Coordinator (TBD)

Attachments: [A - Amendment](#)
 [B - Resolution](#)
 [C - Links to Original Contract](#)
 [Executed Amendment](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Chief Information Officer Tim Flanagan introduced new Chief Technology Officer Aaron Barak.

Mr. Flanagan and Mr. Barak provided an overview of the item.

Chairwoman Hannigan invited members of the public to address the Board on this matter. There were no public comments.

Supervisor Vasquez thanked staff for their efforts and commented on IT support of programs.

Chairwoman Hannigan thanked staff as well and commented on IT support of programs.

Supervisor Spering thanked staff and asked for clarification on the proposed audio visual support.

Mr. Flanagan provided information on the need for audio visual support and advised that the service still needed to be fully designed. He noted that there were challenges with staffing for special events that needed IT support and other challenges as well. He advised that the audio visual support would likely start with a help request and staff would be made available for the requested time and date on-call as well.

Supervisor Spering advised that the help requests should go directly to the person handling the service in the department and not through a third party.

On motion of Supervisor Vasquez, seconded by Supervisor Brown, the Board received a presentation from the Department of Information Technology; Approved a 2 year contract addendum, with a one-year option for extension, with Avenu Insights & Analytics to provide managed IT services for \$12,785,956 for the term of January 1, 2020 through December 31, 2021; Authorized the Chief Information Officer (CIO) to execute the agreement and to negotiate and execute change orders with Avenu, not to exceed 10% of the contract amount within the relevant fiscal year, within departmental appropriations for IT managed services, and with the County Administrator's concurrence; and Adopted Resolution No. 2019 - 282 amending the List of Numbers and Classifications of Positions to add 1.0 FTE Information Technology Analyst - Principal (TBD) and 2.0 FTE Inventory Coordinator (TBD). So ordered by 5-0 vote.

Enactment No: Resolution 2019 - 282

- 48 [19-957](#) Approve a 2 year contract with Avenu Insights & Analytics for an amount not to exceed \$530,192 to provide project management services to the property tax administration system replacement project for the initial term of January 1, 2020 through December 31, 2021, including a provision for 3 subsequent one-year renewals for an additional total amount not to exceed \$877,511; Authorize the Chief Information Officer (CIO) to execute the contract and to negotiate and execute change orders with Avenu not to exceed 10% of the contract amount within the relevant fiscal year, within departmental appropriations, and with County Administrator's concurrence

Attachments: [A - Agreement](#)
 [Executed Agreement](#)
 [Minute Order](#)

Chairwoman Hannigan invited members of the public to address the Board on this matter. There were no public comments.

On motion of Supervisor Sperling, seconded by Supervisor Vasquez, the Board approved a 2 year contract with Avenu Insights & Analytics for an amount not to exceed \$530,192 to provide project management services to the property tax administration system replacement project for the initial term of January 1, 2020 through December 31, 2021, including a provision for 3 subsequent one-year renewals for an additional total amount not to exceed \$877,511; and Authorized the Chief Information Officer (CIO) to execute the contract and to negotiate and execute change orders with Avenu not to exceed 10% of the contract amount within the relevant fiscal year, within departmental appropriations, and with County Administrator's concurrence. So ordered by 5-0 vote.

- 49 [19-939](#) Approve an intergovernmental agreement with Yocha Dehe Wintun Nation for revenue of \$1,000,000 for a 1 year period ending December 10, 2020 to implement 7 projects to improve the health and well-being of the people of Solano County, including \$500,000 to support for basic needs and the First 5 Center in Vallejo, \$100,000 to continue the Mobile Food Pharmacy program, \$194,000 to VibeSolano's prevention and wellness strategies to prevent chronic health conditions, \$11,000 to assist adults attain their high school diplomas with support through County Library Services, \$150,000 to assist probation clients make a successful transition into society after exiting the juvenile justice system and \$45,000 to support six grants designed to help prepare youth for the workforce by providing essential skills; Approve an Appropriation Transfer Request (ATR) for \$1,000,000 for FY2019/20 in unanticipated revenue (4/5 vote required); and Delegate authority to the County Administrator to execute the intergovernmental agreement and contracts and agreements related to project implementation

Attachments: [A - Intergovernmental Agreement](#)
[B - Year 2 Funding Report Out](#)
[C - Letter to Yocha Dehe Wintun Nation](#)
[D - First 5 Center Funding Proposal](#)
[E - Mobile Food Rx Funding Proposal](#)
[F - VibeSolano Wellness Programs Funding Proposal](#)
[G - Library Services Online High School Funding Proposal](#)
[H - Transportation for Seniors Year One Report](#)
[I - Probation Transition for At-risk Youth Funding Proposal](#)
[J - Youth Workforce Development Funding Proposal](#)
[Executed Contract](#)
[Minute Order](#)

Chairwoman Hannigan provided an overview of the item.

Supervisor Thomson thanked Chairwoman Hannigan for her efforts and thanked the Yocha Dehe Wintun Nation tribe for everything they had done to make life better for the community.

Chairwoman thanked her staff for their work as well.

On motion of Chairwoman Hannigan, seconded by Supervisor Spering, the Board approved an intergovernmental agreement with Yocha Dehe Wintun Nation for revenue of \$1,000,000 for a 1 year period ending December 10, 2020 to implement 7 projects to improve the health and well-being of the people of Solano County, including \$500,000 to support for basic needs and the First 5 Center in Vallejo, \$100,000 to continue the Mobile Food Pharmacy program, \$194,000 to VibeSolano's prevention and wellness strategies to prevent chronic health conditions, \$11,000 to assist adults attain their high school diplomas with support through County Library Services, \$150,000 to assist probation clients make a successful transition into society after exiting the juvenile justice system and \$45,000 to support six grants designed to help prepare youth for the workforce by providing essential skills; Approved an Appropriation Transfer Request (ATR) for \$1,000,000 for FY2019/20 in unanticipated revenue (4/5 vote required); and Delegated authority to the County Administrator to execute the intergovernmental agreement and contracts and agreements related to project implementation. So ordered by 5-0 vote.

50

[19-924](#)

Review and consider approval of Solano County's Proposed 2020 Federal Legislative Platform and Proposed 2020 State Legislative Platform; and Receive an update from staff and the County's State Legislative Advocate on the status of legislation that is of interest to the County that was discussed at the November 18, 2019 Legislative Committee

Attachments: [A - \(Red Lined\) Proposed 2020 Federal Legislative Platform](#)
[B - \(Clean\) Proposed 2020 Federal Legislative Platform](#)
[C - \(Red Lined\) Proposed 2020 State Legislative Platform](#)
[D - \(Clean\) Proposed 2020 State Legislative Platform](#)
[E - Federal Legislative Update](#)
[F - State Legislative Update](#)
[Minute Order](#)

Assistant County Administrator Nancy Huston introduced the item.

In response to a question from Supervisor Brown, State Legislative Advocate Karen Lange provided information on activities and efforts contributing to successful legislation for the County.

Supervisor Brown commented on the importance of getting help to individuals so that they can stay in their homes and the need to keep relaying this to legislators.

In response to a question from Supervisor Spering, Ms. Huston noted that staff was looking at Accessory Dwelling Unit (ADU) legislation and would be ready.

Supervisor Spering requested that staff provide an analysis of changes and what needed to be addressed relating to ADU legislation.

On motion of Supervisor Thomson, seconded by Supervisor Spering, the Board approved Solano County's Proposed 2020 Federal Legislative Platform and Proposed 2020 State Legislative Platform; and Received an update from staff and the County's State Legislative Advocate on the status of legislation that was of interest to the County that was discussed at the November 18, 2019 Legislative Committee. So ordered by 5-0 vote.

Ms. Lange provided an overview of activities and legislation at the state legislature that were of interest to the County.

Chairwoman Hannigan commented on Proposition 63 funding, noting that there was discussion at the California State Association of Counties Annual Conference about this subject.

Supervisor Vasquez also commented on lack of flexibility in Proposition 63 funding and on the need to address mental health issues.

In response to comments from Supervisor Vasquez, Ms. Lange provided information on legislation and activities relating to PG&E Power Safety Shut-Off and wildfires.

Supervisor Vasquez noted that the west side of the County was very vulnerable to wildfires and commented on the need to find resources to help clean up areas and to provide fire breaks.

Ms. Lange advised that she would follow up on this.

Approved

51 19-937

Adopt a resolution authorizing the County Administrative Officer to execute all documents necessary to acquire 6996 Leisure Town Road, (unincorporated area of Vacaville) for \$550,000 plus closing costs to be used as emergency shelter and transitional housing to address the expanding need for emergency shelters; Authorize the County Administrator to take any additional actions necessary to facilitate the purchase and initiate renovations and improvements to the site to use the property for its intended use estimated to be \$425,000; Approve an Appropriations Transfers Request (ATR) for \$975,000 to increase appropriations in Budget Unit 1668 to finance the acquisition, renovation and improvements to the site funded by Accumulated Capital Outlay Fund's Contingencies (4/5 vote required); and Delegate authority to the County Administrator to pursue housing and grant fund opportunities and to solicit and contract with a non-profit organization to maintain and operate the property as an emergency shelter

Attachments: [A - Purchase Agreement](#)
 [B - Public Notice](#)
 [C - Resolution for Land Purchase](#)

Chairwoman Hannigan advised that due to the large number of speakers, the comment period would be reduced to two minutes per speaker.

General Services Director Megan Greve introduced the item.

General Services Assistant Director James Bezek provided an overview of the item.

Supervisor Vasquez commented on the number of options that were looked at in order to provide services for individuals the County was required to provide services to, noting that owning a facility would enable the County to be a true steward of the property and of the operation on site. He noted that this project had been overshadowed by the tiny sheds project and that he felt that the community had lost trust in the County. He then commented on the noticing of the item and that the public would provide their comments. He advised that he was not in support of the item or of the tiny shed project and commented that the narrative had been lost. He then noted that he had received a number of emails about the subject and that he had chosen to publicly address those now.

In response to a request from Chairwoman Hannigan, County Counsel Bernadette Curry provided information on the necessity of the Board to provide direction to staff on property negotiations in Closed Session, per the Brown Act.

Chairwoman Hannigan advised that any property negotiations before the Board followed the same process in Closed Session.

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

A) Adam Jensen, Vacaville, commented on his concerns with the project.

B) Alisha York, Vacaville, commented on public noticing of the item.

Ms. Huston advised that the public notice had been published in the newspaper on three days.

C) Anthony Abbate, Vacaville, commented on his concerns with the project.

D) Bob Dunn, Vacaville, commented on his concerns with the project and provided letters and a petition against the project.

E) Tennille Dela Torre, Vacaville, commented on her concerns with the project.

F) Raquel Karnes, Vacaville, commented on her concerns with the project.

G) Jim Karnes, Vacaville, commented on his concerns with the project.

H) Roy Stockton, Vacaville, commented on his concerns with the project.

I) Darrell Golwitzer, Vacaville, commented on his concerns with the project.

J) Sarah Dunn, Vacaville, commented on her concerns with the project.

K) Dennis Scharssenbergl, Vacaville, commented on his concerns with the project.

L) Carolyn Memmott, Napa, commented on her concerns with the project.

M) Cathy Pinder, Rescue, commented on her concerns with the project.

N) Brandon Kline, Vacaville, commented on CEQA concerns with the project and advised that he was hired as the attorney to represent many of the surrounding neighbors of the project.

O) James Hagerty, Vacaville, commented on his concerns with the project.

P) Patrick Giles, Vacaville, commented on his concerns with the project.

Q) Michelle Murphy McCreedy, Vacaville, commented on her concerns with the project.

R) Andrea Kamman, Vacaville, commented on her concerns with the project.

S) Curtis Costales, Vacaville, commented on his concerns with the project.

T) Armando Zamora, Vacaville, commented on his concerns with the project.

V) Jim Swetland, Vacaville, commented on his concerns with the project.

W) Randy Strahan, Vacaville, commented on his concerns with the project.

X) Kevin Bagley, Vacaville, commented on his concerns with the project.

Y) Lindsay Brearley, Vacaville, commented on her concerns with the project.

Z) Susan Fracchia, Vacaville, commented on her concerns with the project.

AA) Cathy Anderson, Vacaville, commented on her concerns with the project.

BB) Marcia Maranilla, Vacaville, commented on her concerns with the project.

CC) Isaac Rayevich, Vacaville, commented on his concerns with the project.

DD) Cecilia Villegas, Vacaville, commented on her concerns with the project.

EE) George Guynn, Jr., Suisun City, commented on his concerns with the project.

FF) Grover Wright, Vacaville, commented on his concerns with the project.

GG) Danny Wells, Vacaville, commented in support of the project and provided a letter of support for the project.

HH) Brian DeCesare, Vacaville, commented on his concerns with the project.

II) Pete Fuller, Vacaville, commented on his concerns with the project.

JJ) Susana Brenes, Vacaville, commented on her concerns with the project.

KK) Joshua Moothart, Vacaville, commented on his concerns with the project.

The Board recessed at 12:05 P.M. and reconvened at 12:15 P.M. All members were present and Chairwoman Hannigan presided.

Chairwoman Hannigan commented on the characteristics of homeless individuals, noting that there were many perceptions about homeless that were not accurate. She then commented on the Tiny Home Project, noting that she had not been in support of it. She noted that the Leisure Town Road property was an existing facility that was already assisting individuals that needed help and that this purchase would continue to provide assistance to individuals. She commented that she felt this project was a better option than many others out there, on the need to help individuals and advised that she was supportive of the facility but not of placing tiny homes on the property. She also commented on code enforcement issues and needed improvements to the property.

Supervisor Thomson commented on his meetings with neighboring property owners and provided a history of activities and actions by the City of Vacaville for a social services center. He then commented on the success of tiny homes to assist the homeless and on what he learned working with the homeless and on the Tiny Home Project. He noted that participants in the program would be held to strict standards and rules and that a site coordinator would be ensuring that the participants complied. He advised that the concerns of the Brown Street neighborhood had been considered and addressed in this project. He made a motion to continue the agenda item to next regular Board meeting on Jan 7, 2020. Supervisor Spering seconded the motion.

County Counsel Bernadette Curry advised that the property was in escrow and that the purchase agreement included in the agenda was contingent on the Board's approval.

Chairwoman Hannigan made an alternate motion that the item be brought back on Jan 7th and that any reference to tiny homes be removed from the agenda item, that the building on site be utilized and that be no temporary structures be put on site. Motion failed for lack of a second.

Supervisor Thomson asked what date was the earliest that the item could come back.

Ms. Curry advised that a special meeting could be called at the Board's convenience starting 17th.

Supervisor Thomson amended his motion to continue the item to December 17th.

Supervisor Spering advised that he could not attend a meeting on the 17th and that the following week would be difficult. He advised that he did not agree with a lot of the comments but appreciated everyone coming down to give their comments. He commented on his positive experience with a homeless individual. He noted it seemed that everyone was ok with the existing use of the property and advised that there were too many issues being raised that needed to be addressed. He advised that he had been supportive of a tiny shed project from the beginning and did not feel it was as bad as everyone said they were. He noted that many homeless were veterans and natives of Vacaville and should be taken care of. He advised that he was in support of continuing the discussion about purchasing the property to provide County services and felt that continuing the item to January 7th would allow enough time to start looking at the concerns and how to address them.

Supervisor Thomson advised that he was not in support of continuing the item to January 7th given that the project had been worked on for two years already. He noted that the site was not an encampment and would be for 10 homeless individuals to start with. He then commented on the merits of the project.

Ms. Curry advised that the appropriation vote needed a 4/5 vote.

In response to comments from Chairwoman Hannigan, Supervisor Thomson advised that he was in support of continuing the item to January 7th with the expectation that there would be an up or down vote and no more further continuances.

Supervisor Vasquez commented that he was not in support of the project or any shed project. He encouraged the Board to take a vote on the item today.

Chairwoman Hannigan advised that the motion was to continue the item to Jan 7th with a second from Supervisor Spering.

Supervisor Thomson asked if the Board would feel differently if he removed his requirement for a tiny shelter on the property.

Chairwoman Hannigan advised that she would not support a tiny shelter on the property.

Supervisor Thomson noted that the Board could move to approve the purchase of the property today.

Ms. Curry suggested that the item be continued.

In response to a question from Supervisor Spering, Supervisor Thomson clarified that the purchase could be voted on today if tiny shelters could be removed from the item, however out of fairness to those that felt they weren't properly noticed, he advised that the item should be continued.

Supervisor Spering commented in support of purchasing the property and advised that the discussion needed to happen in regard to how it would be used. He noted that the Board should be asking staff to go back and look at it and that the item be continued to January 7th to allow time for this.

Chairwoman Hannigan asked if Supervisor Thomson would accept an amendment to his motion to not include the temporary shelter on the property when it came back.

Supervisor Thomson said he would not accept the amendment.

On motion of Supervisor Thomson, seconded by Supervisor Spering, the Board continued this item to the January 7, 2019 regular meeting. Supervisors Hannigan and Vasquez voted no. So ordered by 3-2 vote.

52 [19-962](#)

Receive an update from staff on possible options for allowing Microenterprise Home Kitchen Operations (MEHKHO's) in Solano County; and Provide direction to staff on the merits of proceeding with an "opt-in" ordinance if accompanied with amendments to the business license and nuisance requirements inclusive of provisions intended to address operational and safety measures for such uses

Attachments: [A - Potential Additional MEHKO Provisions](#)
[Minute Order](#)

Director of Resource Management Bill Emlen introduced the item.

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

A) Peter Reddock, Cook Alliance, commented in support of Microenterprise Home Kitchen Operations (MEHKOs).

B) Janniece Murray, Vallejo, commented in support of MEHKOs.

C) LaDonna Williams, Vallejo, commented in support of MEHKOs.

Supervisor Brown made a motion to move forward with Option 2 and noted that a FAQ document had been provided to the Board. She then commented on the County's food bank challenge, noting that employees made and brought things from home to sell and that it was similar to operating as a MEHKO.

Supervisor Thomson seconded the motion and commented on the challenges of starting a business. He noted that MEHKOs were a way to supplement income and would help people.

Assistant Director Terry Schmidtbauer provided information on Option 2, noting that there was an inspection requirement as a follow up tool to investigating a complaint.

In response to a question from Supervisor Spering, Mr. Schmidtbauer advised that Option 3 would allow for an annual inspection under an ordinance because state law left it to the discretion of the Board.

Supervisor Vasquez commented on the need to include the cities as the permitting of MEHKOs would involve zoning changes and have impacts on cities and neighborhoods. He advised that he felt it was unfair to the restaurant community and County inspectors that MEHKO aren't inspected and held to the same standards as commercial kitchens must meet. He commented that he felt MEHKOs were unsafe for the community and would compromise the health inspectors.

Chairwoman Hannigan commented on concerns about land use and setting land use policy in the cities without allowing the cities to make any comments about whether or not it is ok. She noted that the law didn't require the operator

to own the site and didn't address multifamily areas. She noted that she felt it was important that cities understand what was being considered by the County. She advised that she was supportive of the idea of MEHKOs but not of Option 2 as it didn't allow cities to weigh in.

Mr. Emlen noted that staff would have to come back with a resolution to the Board, and in the meantime could do some initial outreach to the cities and bring back feedback on what staff was hearing.

Mr. Schmidtbauer advised that staff had not done any formal outreach to the cities.

In response to a question from Chairwoman Hannigan, Mr. Emlen advised that staff could reach out to city councils and their staff and would come back with the resolution to the Board.

Chairwoman Hannigan made an alternate motion that staff pursue moving forward with a proposed ordinance, conduct outreach with cities on the proposal in regard to land use, impacts and on public health issues.

Supervisor Vasquez asked that the motion include apartment associations and rental companies as well.

Ms. Curry advised that the County could put some standards in place under an ordinance, however Option 2 would not address issues such as public nuisance or business licenses or other areas. She noted that the permission to operate would apply to the incorporated areas and that the cities could adopt their own restrictions to mirror the County's.

Supervisor Vasquez seconded the alternate motion. Supervisors Brown, Thomson and Spering voted no. Motion failed by a 3-2 vote.

Supervisor Spering commented in support of Option 2 with the inclusion of direction to staff to notify cities of what was going on.

Supervisor Brown and Supervisor Thomson advised that they accepted that inclusion to the motion.

On motion of Supervisor Brown, seconded by Supervisor Thomson, the Board directed staff to pursue Option 2 with the inclusion that there be outreach to the cities about the matter. Supervisors Hannigan and Vasquez voted no. So ordered by 3-2 vote.

53

[19-967](#)

Conduct a noticed public hearing to consider a proposed 10 month and 15 day extension of an Interim Urgency Ordinance (Ordinance No. 2019-1808) establishing a temporary moratorium on the cultivation or processing of industrial hemp in the unincorporated areas of Solano County (4/5 vote required)

Attachments: [A - Hemp Moratorium Extension Ordinance](#)
 [B - Correspondence](#)
 [C - AAC Correspondence](#)
 [D - Farm Bureau Correspondence](#)
 [E - Notice of Public Hearing](#)
 [Adopted Ordinance](#)
 [Minute Order](#)

Director of Resource Management Bill Emlen introduced the item.

In response to comments from Supervisor Vasquez, Ed King noted that all the hemp fields had been harvested.

In response to a question from Chairwoman Hannigan, Mr. King noted that criminal activities had quieted down since harvest.

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

A) Matt Lydon, Vacaville Police Department, commented on criminal activity taking place in Vacaville around the hemp fields and in support of extending the moratorium.

B) Carol Naciel, Dixon, commented on criminal activity taking place around the hemp fields and in support of extending the moratorium.

C) Rosie Enriquez, Dixon, provided a handout, commented on criminal activity taking place in Vacaville around the hemp fields and in support of extending the moratorium.

In response to a question from Supervisor Vasquez, Ms. Enriquez advised that some of the cars involved in the activities were still around the neighborhood.

D) George Guynn, Jr., Suisun City, commented on the previous board meeting and concerns with extending the moratorium.

E) Glenn Kalaveras, unknown residence, commented in support of extending the moratorium.

F) Ron Clark, Dixon, commented in support of extending the moratorium.

G) Shawn Welborn, hemp grower, requested a 90 day extension for processing of his hemp field due to complications in the current processing plan because of an issue with a processing group.

In response to a question from Chairwoman Hannigan, County Counsel Bernadette Curry advised that the original moratorium deadline to remove harvested hemp product from the grow site was December 31, 2019 and that the current proposed extension would extend that deadline to January 31, 2020.

Chairwoman Hannigan asked what date Mr. Welborn would need to remove his crop.

Mr. Wellborn advised that he would need until March 31, 2020 to get his crop moved.

Ms. Curry advised that section 3C on the ordinance could be amended to change the deadline from January 31 to March 31, 2020.

H) Danny Lay, North Highlands, commented that his hemp operation was conducted year-round.

Chairwoman Hannigan asked Mr. Lay if he was prepared to grow something else. Mr. Lay advised that he was prepared.

In response to a question from Chairwoman Hannigan, Ms. Curry noted that the motion would be to adopt the interim urgency ordinance as amended to extend the deadline of that which has been harvested and not yet processed to March 31, 2020.

In response to a question from Supervisor Brown, Mr. Emlen advised that everything was fairly new given the changes in state law and that staff was looking at this and would come back with some recommendations sooner than the extension's deadline.

Supervisor Brown commented on concerns about growers missing a full season of harvest due to the moratorium and on theft of other crops. She noted a need to look at this with an open mind and to make sure that the County help its growers. She advised that she was not in support of preventing growers from growing a legal crop and noted that it would hurt them financially. She commented on reimbursement to these growers to allow people to continue with their livelihood and take care of their families.

Chairwoman Hannigan noted that there was an opportunity to provide some restrictions.

Supervisor Vasquez advised that the County could not ban the production of hemp but can regulate it. He commented that there were things the County could do to identify areas that hemp could be located given distances for odor and residential considerations. He asked that that staff bring back regular updates on where things stood during the next 10 months.

Chairwoman Hannigan advised that it was helpful for staff to hear what the Board was looking for in an ordinance. She noted that she did not want a crop that smelled or supplanted food crops.

Supervisor Spering commented on theft of other crops, noting that those growers didn't need to hire security due to criminal activities. He advised that the County should find areas that hemp could be grown and asked that staff contact the air quality districts about the air quality complaints.

Supervisor Vasquez noted that he could ask the district the next day.

In response to a question from Supervisor Spering, Mr. King provided information on security provisions for Mr. Welborn's harvest.

Supervisor Thomson commented that a security plan was key to resolving some of the concerns and that he agreed that staff needed to provide reports back to the Board.

On motion of Supervisor Spering, seconded by Supervisor Vasquez, the Board waived further reading of the proposed ordinance and adopted Ordinance No. 2019 - 1808E, a 10 month and 15 day extension of an Interim Urgency Ordinance (Ordinance No. 2019-1808) establishing a temporary moratorium on the cultivation or processing of industrial hemp in the unincorporated areas of Solano County, as amended. So ordered by 5-0 vote.

Enactment No: Ordinance 2019-1808E

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS

Chairwoman Hannigan invited members of the Board to make comments or reports on meetings. The following comments were received:

A. Supervisor Brown commented on the need for staff reports to be consistent when addressing to the number of individuals that spoke for or against an item at a meeting.

B. Supervisor Brown requested that staff look at using anticipated OES funding for generators in areas of the county that needed to have them.

C. Supervisor Brown requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Lee Munoz, an active member of the Fairfield community.

D. Chairwoman Hannigan reported out on her attendance with staff to the California State Association of Counties (CSAC) Annual Conference, noting that Chief Deputy Clerk Jeanette Neiger had received the certification of Certified Clerk of the Board by the California Clerk of the Board of Supervisors Association. She then commented on the workshops at the conference and noted that she had been elected to the CSAC Executive Board for the next three years.

E. Chairwoman Hannigan requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Catalina Matanane Rojas, an active member of the Vallejo community.

F. Supervisor Brown commented on recognition of Solano County Centenarian Peter Caggiano who was recognized at a Benicia City Council meeting the previous week.

ADJOURN:

This meeting of the Solano County Board of Supervisors adjourned at 2:12 P.M. in memory of Lee Munoz and Catalina Matanane Rojas. Next meeting of the Solano County Board of Supervisors will be January 7, 2020 at 8:30 A.M., Board Chambers, 675 Texas Street, Fairfield, California.

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

Agenda #:	6	Status:	Consent Calendar
Type:	Resolution	Department:	County Counsel
File #:	19-1006	Contact:	Dan Wolk, 784-6150
Agenda date:	01/07/2020	Final Action:	
Title:	Adopt a resolution approving Resolution No. 2017-05 of the Maine Prairie Water District that consolidates the elections of its governing body with statewide general elections, which will move the current election dates from odd-numbered years to even-numbered years, beginning in 2022		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution, B - District Resolution		

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

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

Adopt a resolution approving Resolution No. 2017-05 of the Maine Prairie Water District that consolidates the elections of its governing body with statewide general elections, which will move the current election dates from odd-numbered years to even-numbered years, beginning in 2022. [Elec. Code, § 10404 (a).]

SUMMARY:

As required by Elections Code sections 10404(a) and 14052, the Maine Prairie Water District ("District") adopted a resolution that consolidates the elections of its governing board members be held on the same date as the statewide general election, which will move the current election dates of its elected board members from odd-numbered to even-numbered years, beginning in 2022. Section 10404(e) requires that the Board of Supervisors ("Board") approve the resolution and the consolidation request unless it finds that Solano County's ballot style, voting equipment or computer capacity is such that additional elections or materials cannot be handled.

FINANCIAL IMPACT:

As required by Elections Code sections 10404(d)-(e) the Registrar of Voters advises that it will not experience any financial impacts due to this proposed change. The proposed action is not only cost effective but also the impact on election services is negligible because the number of voters in the District is quite small and few elections involve multiple candidates.

DISCUSSION:

On July 18, 2017, the District's Board of Directors adopted Resolution No. 2017-05, changing the date of the

elections of its Board of Directors to the same date as the statewide general election held in even-numbered years, beginning with the statewide general election on November 8, 2022. By implication, the resolution extends the term of office of each currently elected Board of Director. A copy of the resolution is attached.

Section 10404(e) mandates that the Board approve Resolution No. 2017-05 and the consolidation request unless it finds that the County's ballot style, voting equipment or computer capacity is such that the additional elections or materials cannot be handled.

Because no evidence exists to support such a finding, we recommend that the Board approve the resolution and consolidation, which would move the date of the District's elections of its Board of Directors from odd-numbered years to even-numbered years, beginning with the statewide general election on November 8, 2022.

ALTERNATIVES:

The Board can only deny the request if it finds that the Registrar of Voters cannot conduct the elections as set forth in Elections Code section 10404(e).

OTHER AGENCY INVOLVEMENT:

The District submitted its resolution and consolidation request to the Clerk of the Board. We consulted with the Registrar of Voters.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
APPROVING RESOLUTION NO. 2017-05 AND
CONSOLIDATION REQUEST OF THE MAINE PRAIRIE WATER DISTRICT
[Elections Code, § 10404]**

By: _____
Jeanette Neiger, Chief Deputy Clerk

RESOLUTION 2017-05
RESOLUTION CONSOLIDATING DISTRICT ELECTION
AND REQUESTING THAT THE SOLANO COUNTY
ELECTIONS OFFICIAL CONDUCT THE ELECTION

AS A BASIS AND PREMISE for this resolution, the Board of Directors of MAINE PRAIRIE WATER DISTRICT finds as follows:

1. On September 1, 2015, SB 415 was signed into law. Under that law, districts with regularly scheduled odd-year elections which have experienced "significant decrease in voter turnout" in the last regularly scheduled election must adopt a plan to transition to even-numbered year general elections no later than January 1, 2018.
2. Under SB 415 "significant decrease in voter turnout" is defined as voter turnout at least 25% less than the average turnout for the previous four statewide general elections.
3. The Solano County elections office has informed the District that the turnout in the last odd-year election within the District was at least 25% lower than the turnout in the last four general statewide elections.
4. Pursuant to Water Code section 35100, elections in the District are conducted in compliance with the Uniform District Elections Law (Elections Code section 10500 and following).
5. Elections Code section 10502(b) provides that the County elections official shall conduct an election on behalf of a landowner voting district if the governing body of the district, by resolution, requests that assistance and agrees to reimburse the county pursuant to Section 10520.

NOW, THEREFORE, BE IT RESOLVED, ADJUDGED AND ORDAINED as follows:

1. The Board hereby determines and orders that if sufficient qualified people declare their candidacies, such that an election is necessary, the general district election ordinarily scheduled for November 2021 shall be held in consolidation with the statewide general election on November 8, 2022.
2. The eligible voters and the number of votes to which each voter is entitled in the election, and each election thereafter, shall be determined as provided for in Water Code section 35003; provided that the assessment book of the District shall be corrected to reflect, in the case of transfers of land, those persons who as of the 45th day prior to the election appears as owners on records of the District.
3. If an election is necessary, the District requests that the Solano County elections official conduct the election on behalf of the District, as provided by Elections Code section 10502(b).
4. The District agrees to reimburse the County for costs incurred in the elections, such costs to be calculated by the method set forth in the County's current election cost allocation procedures or by such other method as is provided by law.

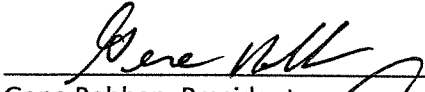
PASSED AND ADOPTED at a regular meeting of the Board of Directors of MAINE PRAIRIE WATER DISTRICT on the 18th day of July 2017 by the following vote:

AYES: G. ROBBEN, R. MAHONEY, M. TRIPETT, S. FAVERO

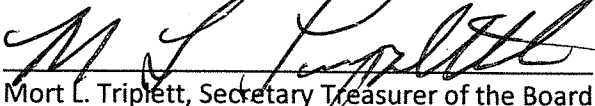
NOES: NONE

ABSTAIN: NONE


ABSENT: L. ROBBEN



Gene Robben, President



Mort L. Triplet, Secretary Treasurer of the Board



Attest: Meda Benefield, Assistant Secretary
Treasurer to the Board of Directors



Solano County

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

Agenda Submittal

Agenda #:	7	Status:	Consent Calendar
Type:	Resolution	Department:	Human Resources
File #:	20-33	Contact:	Marc Fox, 784-2552
Agenda date:	01/07/2020	Final Action:	
Title:	Adopt a resolution approving a successor collective bargaining agreement between Solano County and Unit 14 - Correctional Supervisors represented by Teamsters Union, Local 856, AFL-CIO		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution, B - Unit 14 MOU		

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

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 14 - Correctional Supervisors represented by Teamsters Union, Local 856.

SUMMARY:

The County and Teamsters Union, Local 856 have an existing collective bargaining agreement which expires on December 2, 2019. Representatives from the County and Teamsters Union, Local 856 have met and conferred in good faith regarding the terms for the successor collective bargaining agreement. The County and Teamsters Union, Local 856 reached a total tentative agreement for the successor collective bargaining agreement, for a term through October 21, 2022. The employees represented by Teamsters Union, Local 856 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 Teamsters Union, Local 856 is projected to increase payroll costs by a total of \$1,167,565 based on the terms of the agreement (effective January 7, 2020 through October 21, 2022). Of this total cost, \$75,689 is during Fiscal Year 2019/20, \$229,723 is during Fiscal Year 2020/21, \$357,950 is during Fiscal Year 2021/22, and \$504,203 is during Fiscal Year 2022/23.

DISCUSSION:

Representatives of the County and Teamsters Union, Local 856 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 January 7, 2020 through October 21, 2022.
2. **WAGES:** During Fiscal Year 2019/20, employees receive a three percent (3%) wage increase effective January 12, 2020. Additionally, Custody Lieutenants receive a one and one-half percent (1.5%) increase effective January 12, 2020.

During Fiscal Year 2020/21, employees receive a three percent (3%) wage increase effective January 10, 2021. Additionally, Custody Lieutenants receive a one and one-half percent (1.5%) increase effective January 10, 2021.

During Fiscal Year 2021/22, employees receive a two percent (2%) wage increase effective January 9, 2022.

During Fiscal Year 2022/23, employees receive a one percent (1%) wage increase effective July 10, 2022, and a one percent (1%) wage increase effective September 4, 2022.

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 ITEMS:** Effective July 1, 2020, the County will increase the maximum tuition reimbursement from \$1,100 to \$2,000 per year.

ALTERNATIVES:

The Board of Supervisors could elect to not adopt the collective bargaining agreement between the County and Teamsters Union, Local 856. 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 Teamsters Union, Local 856 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 Teamsters Union, Local 856.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2020 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS APPROVING THE
MEMORANDUM OF UNDERSTANDING WITH UNIT 14 – CORRECTIONAL SUPERVISORS,
TEAMSERS UNION, LOCAL 856, AFL-CIO**

Whereas, Teamsters Union, Local 856, represents the employees in Bargaining Unit 14 - Correctional Supervisors within the County; and

Whereas, the County and Local 856 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 Local 856, having met and conferred in good faith reached a total tentative agreement on successor collective bargaining agreement for Unit 14 – Correctional Supervisors; and

Whereas, the successor collective bargaining agreement has been ratified by the membership of Local 856 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 Local 856 for Unit 14 – Correctional 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 January 7, 2020 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 #14**

CORRECTIONAL SUPERVISORS

**Represented by
Teamsters Union,
Local #856, AFL-CIO**

January 7, 2020– October 21, 2022

Table of Contents

PREAMBLE	5
1. RECOGNITION	5
1.1 Union Recognition	5
1.2 County Recognition	5
2. TERM.....	6
3. UNION SECURITY AND RIGHTS	6
3.1 Union Dues and Service Fees	7
3.2 Release Time and Shop Stewards	7
3.3 Bulletin Boards and Reading Materials	7
3.4 Names and Numbers of Classes.....	7
3.5 Human Resources New Employee Orientation	8
4. COUNTY MANAGEMENT RIGHTS	9
5. SALARIES.....	9
5.1 Salary Ranges and Pay Date	9
5.2 Pay for new Employees	9
5.3 Salary Upon Reemployment	10
5.4 Merit Increases within Range	10
5.5 Salary Upon Promotion.....	12
5.6 Salary Upon Transfer	12
5.7 Salary Upon Demotion	12
5.8 Salary Upon Reclassification.....	13
5.9 Longevity Pay	14
5.10 Working Out of Class	14
5.11 Changes in Salary Allocation.....	15
5.12 Overpayment / Underpayment.....	15
6. BENEFITS.....	17
6.1 Medical Insurance	17
6.2 Retiree Medical Insurance	17
6.3 Cafeteria Plan.....	17
6.4 Dental Insurance	19
6.5 Vision Insurance	19
6.6 Life Insurance	20
6.7 Deferred Compensation	20

6.8	Short Term Disability Insurance	20
6.9	Long Term Disability Insurance	21
6.10	Retirement Benefits and Funding	21
6.11	Social Security and Medicare	24
6.12	Tuition Reimbursement Program.....	24
6.13	Uniform Allowance	27
6.14	Personnel Effects Damage Reimbursement.....	27
7.	SAFETY AND WORKERS' COMPENSATION.....	28
7.1	Safety	28
7.2	Workers' Compensation	28
7.3	Temporary Modified Duty Assignments	30
8.	INCENTIVES AND DIFFERENTIALS.....	30
8.1	Bilingual Pay.....	30
8.2	Call Back and Standby Pay Differential	32
8.3	Court Time	33
9.	VACATION.....	34
10.	SICK LEAVE.....	36
11.	LEAVE CONTRIBUTION PROGRAM.....	38
11.1	Eligibility for Leave Contribution Program.....	38
11.2	Benefits of the Leave Contribution Program	39
11.3	Guidelines for Donation of Leave Credits to the Leave Contribution Program	39
12.	BEREAVEMENT LEAVE	40
13.	OTHER LEAVES	41
13.1	Maternity Leave	41
13.2	Family and Medical Leave.....	41
13.3	Legal Proceedings / Jury Duty	41
13.4	Time Off for Blood Donation	42
13.5	Time Off for Promotional Examination.....	42
13.6	Military Leave of Absence.....	42
13.7	Leave of Absence Without Pay.....	42
14.	HOLIDAYS	44
14.1	Eligibility	44
14.2	Holiday Compensation.....	44
14.3	Holidays	45

15. PROBATIONARY PERIOD	46
15.1 Probationary Period	46
15.2 Rejection of Employee During the Probationary Period	47
15.3 Retreat to Vacant Positions	47
16. LAYOFF	48
17. FURLOUGHS	49
18. DISCIPLINARY ACTION	49
18.1 Discipline Defined	49
18.2 Disciplinary Action Procedure.....	49
18.3 Disciplinary Action Appeal Process – Appeal to the Civil Service Commission	50
18.4 Disciplinary Action Appeal Process – Not to the Civil Service Commission	50
19. GRIEVANCES	52
19.1 Grievance Definition.....	52
19.2 Grievance Purpose	52
19.3 Grievance Steps	52
19.4 Grievance Timelines	54
19.5 Scope of Grievance Decisions	54
19.6 Compensation Complaints	55
20. HOURS OF WORK AND OVERTIME.....	55
20.1 Hours of Work	55
20.2 Overtime	57
21. NO STRIKE / NO LOCKOUT	59
22. OTHER PROVISIONS	60
22.1 Duties Imposed on Officers and Employees to be Performed; Staggering Hours of Employment.....	60
22.2 Mileage Reimbursement	60
22.3 Conflict of Interest	61
22.4 Personnel Files	62
23. SEVERABILITY	62
24. FULL UNDERSTANDING.....	62
APPENDIX A.....	65
APPENDIX B	66
APPENDIX C – Reserved (Not Used Currently)	67
APPENDIX D	68

MEMORANDUM OF UNDERSTANDING
Unit #14 – Correctional Supervisors

PREAMBLE

This **AGREEMENT**, hereinafter referred to as the Agreement, entered into by the **COUNTY OF SOLANO**, hereinafter referred to as the County, and **TEAMSTERS UNION, LOCAL #856, AFL-CIO**, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the County and the Union; 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 Teamsters Local #856 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 Teamsters Local #856 (“Union”) 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 which 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 under Section 3505.1 of the Government Code.

1. RECOGNITION

1.1 Union Recognition

The County recognizes the Union as the recognized employee organization for permanent full and permanent part-time employees in the following unit:

Unit #14 - Correctional Supervisors

Classifications represented under this Agreement are identified as **Appendix A.**

1.2 County Recognition

The Union 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 in effect the later of December 3, 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 to and including October 21, 2022.

3. UNION SECURITY AND 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.
- B. 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, in a letter to the County's Auditor Controller's Office – Payroll Bureau, new members of the Association. 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 different unit; or 2. Until 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. Dues deduction shall not be retroactive.
- E. The County will not deduct any Union fines, penalties, or special assessments from the pay of any employees.
- F. With the approval of the immediate supervisor, the County will provide a Union designated Employee Representative the opportunity to contact each new hire within thirty (30) days of the date of hire. The Union is responsible for obtaining supervisor approval at a mutually convenient time. Such contacts shall not exceed one hour per month per representative. Such contact will be at the expense of the representative.
- G. It shall be the sole responsibility of the Union to procure and enforce payroll deduction of dues from Unit employees.
- H. The County will provide a list of employees newly hired into regular positions to the Union on at least a monthly basis. The County will also provide the Union with copies of

signed dues deduction authorization forms and dues deduction withdrawal requests on a monthly basis.

- I. The Union shall indemnify, defend and hold the County of Solano, its officers, officials, agents and employees, harmless against any claim, demand, suit or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the County, its officials, agents and employees in complying with this agreement which are in excess of the amount of dues which the County has agreed to deduct.
- J. The County will provide information on employees' name, department, unit and classification on a quarterly basis on both paper and computer disk.
- K. The County will provide information on employees' name, department, unit and classification on a quarterly basis on both paper and computer disk.

3.2 Release Time and Shop Stewards

The County will allow up to two (2) hours per pay period of paid time away from work to the Chief Steward of the union to conduct Union business. The Steward shall obtain permission from his/her immediate supervisor prior to leaving work, in accordance with departmental policy. Any expenses incurred by the Steward shall be borne by the Union.

The Union shall 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 Union shall annually in January provide a list of stewards to Human Resources. The Union shall inform the Human Resources Department in writing of any additions or deletions of individual stewards within thirty (30) days of such a change.

3.3 Bulletin Boards and Reading Materials

Bulletin Boards – Bulletin Boards will be made available to the Union in accordance with **Article 3, Section 10.d. of the Employer-Employee Relations Rules and Regulations.**

Reading Materials – The County will maintain its subscription to existing job-related journals and magazines, and make them available to unit personnel. Any changes will be made in consultation with the Union.

3.4 Names and Numbers of Classes

The County shall provide the Union with a list of all newly hired and all recently separated employees covered by this Memorandum of Understanding during the first pay period following ratification of this Memorandum of Understanding and once each month thereafter. Such lists shall include employees' dates of hire/separation and classifications.

3.5 Human Resources New Employee Orientation

1. A representative of the Recognized Employee Organization (Union) shall be permitted fifteen (15) minutes to meet with employees of the bargaining unit at 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 Union 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 Union Representative shall advise the County ten (10) 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 Union 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 Union representative is not available to present at its designated time slot, the Union will be deemed to have waived its right to present at that meeting. No additional time or rescheduling will be afforded.
6. If multiple Unions attend HR's New Employee Orientation, each Union 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 Union 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 Union agrees to stay within its designated time period and will not cause a delay to the new employee orientation schedule. For example, if the Union representative is scheduled to present from 9:15a.m.-9:30a.m., and s/he arrives at 9:20a.m., the Union representative shall have from 9:20a.m. - 9:30a.m. to present. If the Union 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 Union may provide copies of Union materials to employees within its bargaining unit during HR's New Employee Orientation. The Union is responsible for producing, copying and distributing materials to employee. If the Union Representative confirms its attendance at the meeting, this provision shall relieve the County from any other provision requiring the County to distribute Union materials.
10. The Union may discuss only the following topics during the new employee orientation:
 - a. The structure of the Union
 - b. How to contact the Union and/or Union stewards
 - c. Union's role in collective bargaining
 - d. Benefits of Union membership
11. The Union agrees to not disparage the County and/or its supervisors or management during this meeting.
12. The provisions above in this Section shall not be subject to the grievance and arbitration procedure.

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 impact that decision on these matters may have on wages, hours, and other terms and conditions of employment.

5. SALARIES

5.1 Salary Ranges and Pay Date

Salary ranges for classifications represented by the Union 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 issued by the Department of Human Resources. Requests for appointment at step four or five must be approved by the Director of Human Resources.

5.3 Salary Upon Reemployment

- 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, 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; and
 - 2. begins work within a period of not more than 180 calendar days from the last day he/she previously actually worked for the County; and
 - 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, 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. Salary increases within a range shall not be automatic, but shall be given only upon the affirmative action of the department head.
- B. Every employee in a regular position shall have a merit increase eligibility date, which shall be the first day of the pay period following completion of the number of full pay periods of service indicated in the chart below.

<u>13 Pay</u>	<u>13 Pay</u>	<u>26 Pay</u>	<u>39 Pay</u>
<u>Periods</u>	<u>Periods</u>	<u>Periods</u>	<u>Periods</u>

After				
Salary Range	2	3	4	5
Steps				

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 (Tuesday, if Monday is a holiday) 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 by the number of pay periods representing the employees leave of absence without pay.

In addition to the above provision, and as an exception to **Section 7, Worker's Compensation, 2.G.**, if an employee is off work for a leave of absence with or without pay exceeding seven (7) consecutive calendar days, within the first three (3) years of employment with the County, their merit increase eligibility date shall be deferred by an amount equal to the time they were off on such leave.

- 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.** The department head shall advise the Director of Human Resources or his/her designee and the Auditor-Controller in writing, upon forms prescribed by the Director of Human Resources or his/her designee, prior to the employee's merit increase eligibility date whether he/she wishes to grant, deny or defer the merit increase, supplementing the department head's recommendation by a structured merit rating which has been discussed with the employee. The merit increase shall consist of one step on the range for the class.
- E.** An overall evaluation of either unacceptable or improvement needed requires a performance re-evaluation no later than four (4) 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.
- 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 on the range 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 four (4) 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.** If an employee's merit increase eligibility date is 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 salary 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 salary range.

5.6 Salary Upon Transfer

When an employee is transferred from one position to another in the same class, 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 salary step of the range of the new class, whichever is lower. The merit increase eligibility date shall be the first day of the pay period following completion of the number of pay periods service corresponding to 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 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

- D.** 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 Salary Upon Reclassification

The salary of an incumbent permanent or probationary employee in a position which is reclassified shall be determined as follows, if the incumbent remains in the position that is reclassified:

- A.** If the position is reclassified to a class with the same salary range, the salary and the merit increase eligibility date of the employee shall not change.
- B.** If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by the provisions of **Section 5.5, Salary Upon Promotion**, of this MOU.
- C.** If the position is reclassified to a class with a lower salary range, the salary of the employee shall be determined as follows:
- 1.** If the salary of the employee is the same or less than the maximum of the new class, the salary and merit increase eligibility date of the employee shall not change.
 - 2.** If the salary of the employee is greater than the maximum salary of the new classification, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum salary of the new classification exceeds the salary of the employee or until the period of calendar time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the salary of the employee still exceeds the maximum of the new salary range for the new classification, the salary of the employee shall be reduced to the maximum salary for the new class.

Years of Continuous Regular Service

Effective Date of Salary Change

Less than 5	2 years from date of reclassification
5 but less than 10	3 years from date of reclassification
10 but less than 15	4 years from date of reclassification
15 but less than 20	5 years from date of reclassification
20 but less than 25	6 years from date of reclassification
25 or more	7 years from date of reclassification

5.9 Longevity Pay

- 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 per cent (2.5%) increase in compensation; additionally employees who complete twenty-five (25) years of continuous full time service shall be entitled to an additional two and one half (2.5%) increase in compensation ; additionally, employees who complete thirty (30) years of continuous full time service shall be entitled to an additional two and one half percent (2.5%) increase in compensation; additionally effective the beginning of the pay period following Board of Supervisors adoption of this MOU, employees who complete thirty-five (35) 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 12.5%) over the rate for the class in which employed.
- B. All employees employed in regular or limited-term 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 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.
- B. A working out-of-class assignment occurs when an employee receives a formal assignment by a department head to perform all of the work characteristics of a higher paying classification. With prior approval from the Director of Human Resources, a department head may assign an employee the duties of vacant position in a higher classification when the following requirements are met:
 - 1. The employee meets the minimum qualifications of the higher classification.
 - 2. The vacant position is specifically allocated to the department.
 - 3. 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.

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 range over the salary received prior to the assignment not to exceed the top step of the new range.

- 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 range provided, however, such increase in the prior class would result in more than the rate being earned on temporary assignment.

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 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. 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 by not limited to medical premiums and retirement deductions; excluding voluntary deductions (such as deferred compensation) and union 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 has occurred.
 4. An alternative 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 as 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 bi-weekly 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.
- 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. The limit described in G of this section shall not apply to underpayments.
- 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 the 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, overpayment, taxes, deductions, and accrued leave. No provision of this section shall preclude the correction or recovery of past errors (overpayment or other losses) which were the result of other matters.
- J.** Any disagreement concerning actions taken under this sub-section may be referred to the grievance procedure contained in this MOU.

6. BENEFITS

6.1 Medical Insurance

Regular 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 the PEMHCA.

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

Effective for coverage the later of beginning January 1, 2019 or the first of the month following the Term of Agreement’s start date, 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 the later of either with the coverage effective January 1, 2020 or with coverage effective first of the month following adoption of the collective bargaining agreement, 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.

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), up to a maximum of three hundred thirty-four dollars (\$334.58) per month.

An employee who waives health insurance because the employee demonstrates to the County that s/he has alternate insurance coverage shall receive five hundred dollars (\$500.00) minus the PEMHCA MEC.

A regular part-time or limited term part-time employee shall receive a pro-rata amount of the total sum of the PEMHCA MEC and the cafeteria plan contribution of the full-time employee in proportion to the relationship their basic workweek bears to forty (40) hours. That total amount shall first be allocated to the PEMHCA MEC and any remaining employer contribution shall then be allocated to the cafeteria plan.

Additionally, effective the later of the beginning the first of the month following the effective date of the Term of the Agreement or the first of the month following adoption of the collective bargaining agreement, an employee enrolled in PEMHCA for "employee plus two or more dependents" shall receive a County contribution of fifty dollars (\$50) per month into the Cafeteria Plan. Said employee may use this County contribution for health insurance premium conversion, healthcare 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.

Health Care Reimbursement Account

During an annual open enrollment period (normally November), an employee may elect to enter into a salary reduction agreement with the County whereby the County will direct the amount of the salary reduction on a pre-tax basis into the employee's Health Care Reimbursement Account ("HCRA"). The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the County's Plan Document. The employee will forfeit all unused funds remaining in

his or her HCRA 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 HCRA to obtain reimbursement for otherwise unreimbursed eligible medical expenses.

Dependent Care Reimbursement Account

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 Reimbursement Account ("DCRA") 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 will forfeit all unused funds remaining in his or her DCRA 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 his/her DCRA to obtain reimbursement of eligible dependent care expenses.

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 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 standard 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 prorated 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 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 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 full-time 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 prorated 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

A Deferred Compensation Program as established by the Board of Supervisors, is available to 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 (\$5.00) 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 County participates in the State Disability Insurance program for employees represented by this bargaining unit, and employees shall have deducted from their paychecks the cost of the State Disability Insurance program.

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 Benefits and Funding

A. PERS Contract

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

B. PEPRA Tier

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

C. PEPRA Basic Safety Retirement Formula

For employees required by law to participate in the PEPRA tier, the PEPRA established a Safety pension formula of two percent (2%) of pensionable compensation for each qualifying year of service at the normal retirement age of 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 Union disputes the manner in which the County applies the PEPRA Tier to a bargaining unit member, neither the Union nor employee may submit the matter as a grievance under the Grievance Procedure set forth in **section 19** below. However, nothing herein shall preclude the complaining employee or Union, jointly or independently, and the County Counsel of Solano County from agreeing in writing to submit the dispute to binding arbitration on such terms as they may mutually agree in writing. If any term of this MOU conflicts with the PEPRA or any amendment thereto, the PEPRA or such amendment will prevail.

E. Pre-PEPRA 2% at Age 50 Formula Tier 1

The County's contract with the Public Employees Retirement System provides Safety Retirement (2% @ age 50) for employees in the Custody Sergeant and Custody Lieutenant classifications who not required by law to participate in the PEPRA Tier and who are not participants in the formula described in **subsection 6.10F** below.

F. Pre-PEPRA Tier 2 (2% at Age 55 Formula)

The County amended its contract with CalPERS to provide employees hired on or after May 4, 2012 in the Custody Sergeant and Custody Lieutenant classifications with a Safety Retirement formula of 2% @ age 55 in lieu of the 2% at 50 formula described in **subsection 6.10E** 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 **subsection 6.10E** above and who are not required by law to participate in the PEPRA tier described in **subsection 6.10C** above.

G. Employee Payment of PERS Member Contributions

1. PEPRA Member Contributions

For employees hired after January 1, 2013 members of the PEPRA Tier will contribute toward the PEPRA Tier 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, whichever is greater.

2. Non-PEPRA Member Contribution

- a. For employees hired prior to January 1, 2013, members of the Pre-PEPRA formulas described in subsections 6.10.E and 6.10.F above will contribute four and two tenths percent (4.2%) of pensionable pay toward the applicable PERS employee member contribution by payroll deduction, and the County will pay the balance of the PERS member contribution.
- b. Phase Out of Employer Paid Member Contribution – The County pays to PERS four and eight tenths percent (4.8%) of the employee's pensionable pay toward the employee Member Contribution for employees that are not members of the PEPRA tier. Employees will pay to PERS by payroll deduction the remaining portion of the required PERS Member Contribution.

Effective the beginning of the pay period following ratification and Board of Supervisors' adoption of this Agreement, the County's payment toward the Member Contribution will decrease to zero percent (0%) of pensionable pay, and the employees' contributions will simultaneously increase by four and eight tenths percent (4.8%) of pensionable pay.

3. Employee Payment for Pre-PEPRA Formula Enhancement

In December 2003, 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 (\$12,842,782). 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 unit hired prior to January 1, 2013 until the above established cost has been recovered. Each year (July) the County will calculate the amount due for that fiscal year, based on the formula presented during negotiations (see **Appendix D**). The maximum deduction will be five percent (5.0%).

H. Employee Payment of Employer Contributions

Effective the first full pay period following the Board of Supervisors' adoption of the MOU, the parties agree to equally share the PERS employer rate increases for employer rate costs over sixteen percent (16%) and up to eighteen percent (18%) as an additional employee deduction. The maximum employee contribution shall not exceed one percent (1%). This provision shall sunset on January 1, 2017.

I. 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.

J. Employees are covered under the PERS 1959 Survivor Benefits, Level 4.

K. Retiree Health Insurance Bank

The County will maintain a retiree health insurance bank based on the cash conversion of each employee's accrued, unused sick leave, based upon current pay-out rules and in accordance with the provisions of the County's Retirement Health Savings Plan. This bank may be used for payment of an employee's monthly health insurance costs following retirement.

6.11 Social Security and Medicare

Employees represented by this bargaining unit do not participate in Social Security.

All employees shall have coverage under Medicare in accordance with the provisions of law. This system requires contributions by both the employee and employer in accordance with schedules provided by the federal government.

6.12 Tuition Reimbursement Program

A. Objective

The Tuition Reimbursement Program is designed to encourage employees to continue their self-development by enrolling in classroom and online courses, which will prepare them in new concepts and methods needed to meet the changing demands of County service.

B. Eligibility of Employees for Tuition Reimbursement

1. Only full-time employees filling regular positions, on other than a limited-term basis, who have completed their initial County probationary period and who are performing their jobs satisfactorily are eligible to participate in the Tuition Reimbursement Program. Employees in Federally funded, limited-term positions are eligible to participate in the program provided such reimbursement can be provided by Federal funds. Employees are not eligible for reimbursement if their educational costs are being defrayed by another agency such as the U.S. veterans' Administration, the California State Department of Veterans Affairs or the Commission on Peace Officer Standards and Training.
2. Part-time employees are eligible after 5 years of continuous employment. Part-time employees shall not be eligible for County time off under this program; however, they shall be entitled to reimbursement up to the maximum prorated amount in proportion to the relationship their basic workweek bears to forty hours.

C. Policy for Tuition Reimbursement

1. Courses must be related to the work of the employee's position, career development or occupation in such a fashion as will offer substantial benefit to the County.
2. Courses which are directly related to the employee's work may be taken on not more than 50% of the County's time. Employees taking approved courses which encroach on their regular scheduled working hours may be granted paid time off for such encroaching hours up to a total maximum amount of paid time off from work equal to 50% of the class time.

Courses not directly related to the employee's work, such as career development, shall be on the employee's own time.

3. Courses must be taken for credit; audited courses will not be reimbursed.
4. Courses must be provided through accredited institutions. Correspondence courses from reputable institutions will be considered only when equivalent courses are not available at local accredited schools, or when the employee's circumstances prevent his/her from attending local courses.
5. Prerequisite courses for eligible courses or courses, which are required for the completion of a specific program, are also eligible for tuition reimbursement. However, reimbursement shall not be made until the appropriate eligible courses have been satisfactorily completed.
6. Courses are not eligible for tuition reimbursement if they:
 - a. Are taken to bring unsatisfactory performance up to an acceptable level, unless the course is directed to correct a deficiency.
 - b. Are taken to acquire skills or knowledge which the employee was deemed to have when appointed.
 - c. Duplicate in-service training which is available.
 - d. Duplicate training which the employee has already had.
7. Conventions, workshops, institutes, etc., are not included in the Tuition Reimbursement Program.
8. Reimbursement shall be subject to certification by the department concerned that the course of study is directly related to the work of the employee.
9. Requests for reimbursement must be approved before the course is undertaken and such approval shall be subject to the availability of funds for tuition reimbursement within the Department of Human Resources.
10. Reimbursement shall be made only upon presentation of evidence of payment for and successful completion of courses (as evidenced by a grade "C" or its equivalent) and a satisfactory (standard or above) current performance evaluation. Reimbursement is made for the same fiscal year in which the course is completed and documentation must be presented to the Department of Human Resources within (90) days after the course completion date.

D. Nature of Reimbursement

1. Reimbursement may be made in the amount of fifty percent (50%) of actual out-of-pocket expenditures for tuition, registration fees, laboratory fees and required textbooks. Other related expenses and incidental costs are not reimbursable.
2. Reimbursement shall be limited as follows:
 - a. No employee shall be reimbursed for more than two (2) courses in a single semester or quarter.
 - b. The maximum reimbursement that may be received by an employee in one fiscal year shall be one-thousand one hundred dollars (\$1,100.00). 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 \$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. The employee shall submit his/her request to their department head who shall either recommend approval of the request or deny it, based on the criteria set forth in this policy. If the department head recommends approval, he/she shall forward the application to the Director of Human Resources.
2. The employee shall apply for Tuition Reimbursement through such supervisory channels as are designated by the head of his/her department, on forms provided by the Director of Human Resources.
3. An employee may appeal denial of the request by the department head to the Director of Human Resources and the Director of Human Resources' decision (unless the reason for denial is lack of funds) to the grievance procedure provided in this MOU.
4. Upon completion of an approved course, the employee shall request the institution to certify fees paid and grade achieved, and to send certification to the Human Resources Department. The employee shall also present evidence of payment of required textbook costs.

5. The department head may require that the employee evaluate the course in writing and forward such evaluation to the Human Resources Department through normal supervisory channels.

F. Continued Service Requirement

An employee must continue in a full time, regular position in the county service for one (1) year from the date of completion of the course. Failure to continue in the county service, through resignation or discharge, will result in the forfeiture of any tuition reimbursement payments received less than one (1) year prior to separation. In such situation, the Union agrees that the Auditor-Controller is authorized to make a deduction from the employee's final payroll warrant for the appropriate amount of tuition reimbursement to be forfeited.

6.13 Uniform Allowance

- A. The County provides an annual uniform allowance payable to employees as follows:

<u>Class</u>	<u>Amount</u>
Sergeant Corrections	\$1000.00
Lieutenant-Corrections	\$1000.00

- B. Such payments shall be payable the first full pay period in September each year which covers the fiscal year beginning the previous July through the following June). New personnel shall receive the allowance in September plus a pay period pro-rata amount from their anniversary date to September.
- C. The Sheriff's Department will provide leather goods defined as follows: Sam Brown belt, key holder, belt keeper, handcuffs, handcuff case, tazer holder, and cutter case.

Employees who have been absent from work for thirteen (13) full pay periods, with or without pay, shall not be eligible to receive the uniform allowance payment. When an employee who was not eligible to receive the uniform allowance payment due to an extended absence returns to work, the employee will be eligible to receive a pro-rated uniform allowance amount based on the remaining pay periods before the next allowance is due.

6.14 Personnel Effects Damage Reimbursement

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

To qualify for reimbursement, the officer 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 Sheriff on whether or not reimbursement is to be made. The final decision will be made at the sole discretion of the Sheriff.

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

*Required in the performance of duties only. In no event will an officer be reimbursed if the damage is determined to have been caused by the officer's negligence.

7. SAFETY AND WORKERS' COMPENSATION

7.1 Safety

- A.** 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 requirement to conduct efficient operations.
- B.** The County agrees to provide such safety equipment and protective clothing as is required to conform to this Section.

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 accordance with Labor Code §4850, 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 in lieu of Workers' Compensation temporary disability or vocational rehabilitation maintenance benefits for a period not exceeding one year, or until such earlier date he/she is retired on permanent disability pension and is actually receiving disability pension payments or advanced disability pension payments pursuant to Labor Code §4850.3. If temporary disability

exceeds the one year period, the employee is eligible for temporary disability payments integrated with accumulated leave 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 **7.2 Subsection B**, above and Labor Code §4850.
- D.** 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 (SDI) temporary disability benefits, to ensure continuation of leave accruals and benefits. Failure to apply for and receive SDI benefits will void continuation of health benefits and leave accruals as provided by **7.2 Sections E and F**, below.
- E.** For employees who are off of work and receiving SDI, the County will continue to pay the employer share of the monthly premium for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee for the period of time that he/she has leave accruals to fully integrate with SDI or for a period of six (6) months, whichever is longer. For employees who are off work and receiving Workers' Compensation Benefits, 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 for a maximum of fifteen (15) months.
- F.** Sick and annual leave shall accrue during any pay period in which the employee is eligible to receive Labor Code §4850 temporary disability or temporary disability from either Workers' Compensation or SDI. Sick and annual leave shall accrue during any pay period in which the employee is fully integrating leave accruals with SDI or for a period of six (6) months, whichever is longer.
- G.** Service credit as provided in this Memorandum of Understanding 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 Labor Code §4850 temporary disability benefits or temporary disability benefits from either workers' compensation or State Disability Insurance.
- H.** Workers' Compensation temporary disability and 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 Workers' Compensation temporary disability or SDI temporary disability benefit amount and provide documentation of receipt for which he/she is eligible, and otherwise comply with all State statutes and County procedures.

2. Employees' pay, including leave accruals and Workers' Compensation temporary disability or SDI 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. Upon exhaustion of sick leave, other accumulated leave may be integrated with the weekly Workers' Compensation temporary disability or SDI temporary disability benefits, at the employees' discretion.

7.3 Temporary Modified Duty Assignments

- A. If an assignment exists which the department head, in conjunction with the Director of Human Resources, deems may be filled on a temporary basis, first consideration shall be given to those industrially disabled employees within the department and bureau to which the employee is normally assigned, whenever possible.
 1. Whose authorized treating physician has indicated in writing that the employee is able to perform the duties of the temporary assignment; and
 2. Who has the capability and qualifications to perform temporary assignment.
- B. The remuneration will be the employee's regular salary.
- C. 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, unless extended by agreement of the Custody Division Commander, the treating physician, and if an industrial case, the Worker's Compensation carrier.
- D. 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.
- E. After industrially injured employees have been considered, non-industrial disabled employee will be given a second consideration on the same basis as provided above.

8. INCENTIVES AND DIFFERENTIALS

8.1 Bilingual Pay

- A. Procedure for Requesting Bilingual Pay 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 who shall approve or deny the request. The Director of Human Resources' decision may be appealed to the Civil Service Commission.
3. The Director of Human Resources 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 to the Civil Service Commission, which shall make a final decision to approve or deny the request.

B. Bilingual Pay Differential Eligibility

1. Any bilingual person employed in a designated public contact position, which 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 and concurrence of the Director of Human Resources 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 those employees occupying permanent, probationary or limited-term full-time positions.
5. The provisions of this Section shall not apply to supervisory positions with the exception of working supervisors who spend at least fifty percent (50%) of their time in direct contact with the public.

6. 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, Filipino).

C. Bilingual Pay Differential Allowance

1. Designated employees shall be eligible to receive additional compensation at the rate of \$42.00 per pay period (approximately \$1092.00 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.

D. Termination of Bilingual Pay Differential

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. 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.

8.2 Call Back and Standby Pay Differential

A. Call Back

Any employee who is called back to work shall be paid for call back duty at his/her straight time hourly rate, (subject to the provisions of **Subsection 20.2 Overtime**) not to exceed the maximum step of the working level classification, with a guaranteed payment equivalent to three (3) hours straight time pay when the call back time worked is less than three (3) hours.

B. 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 two dollars fifty cents (\$2.50) per hour.

If such standby is spent on weekends or holidays, the employee shall be compensated at three dollars (\$3.00) 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.

C. Shift Differential

1. 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.
2. 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 graveyard shift differential.
 - a. An employee, who works a swing shift as defined above, shall receive five and one half percent (5.5%) per hour above the employee's hourly rate for each hour actually worked on a swing shift.
 - b. An employee who works an assigned graveyard shift as defined above shall receive six and three-quarters percent (6.75%) per hour above the employee's hourly rate for each hour actually worked on a graveyard shift.
3. An employee who is assigned to a twelve hour night shift shall receive six and three-quarters percent (6.75%) per hour above the employee's hourly rate for each hour actually worked on the night shift.

8.3 Court Time

Permanent and probationary employees shall be compensated at one and one-half time their normal hourly rate of pay for the actual time required to be in attendance for County work related court appearances during off-duty hours with a minimum of three (3) hours for all court periods spent which are less than three (3) hours.

9. VACATION

A. Accrual

1. Every employee in a full-time regular or limited-term position shall receive vacation benefits for each pay period of continuous service according to the following schedule:

Vacation Credit

<u>Pay Periods of Continuous Service</u>	<u>Per Pay Period Continuous Service</u>	<u>Maximum Earnable Vacation Accrual</u>
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 entitlements 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. After

completion of thirteen (13) pay periods of continuous service, employees then become eligible to take vacation as it is earned. Once an employee becomes eligible to take earned vacation, he/she may use this vacation as an extension of sick leave.

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. Effective with the next vacation scheduling period, procedures for scheduling vacations will be by seniority by date of rank. 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. Prior to the beginning of each calendar year, an employee wishing to cash out up to forty (40) hours of vacation accruals, may make such a request between November 1st and by no later than December 20th of the preceding year (e.g., 2016). This election shall be irrevocable. Payment will be made before December 31 of the next calendar year. Approval of such a request will be conditional upon:
 - a. the projection that the employee will reach the maximum vacation accrual based on his/her years of service (160/240/320 hours) during the following calendar year;

- b. the requirement for the employee to have accrued during the following calendar year (e.g., 2017), the requested number of hours to be cashed out; and
- c. the requirement that the employee has taken at least forty (40) hours of vacation during the calendar year in which the irrevocable election is made

B. Notice to Department Heads

In order to avoid the possibility of employees not receiving earned vacations, the County agrees to the following:

If the department head does not provide a specific time for the use of vacation leave, an employee may, as a matter of right, when the accumulated vacation to his/her credit reaches his or her maximum earnable vacation accrual, give oral or written notice to department head and take up to eighty (80) hours

10. SICK LEAVE

- A. An employee who enters the service of Solano 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 (80) 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 entitlements were earned as a full-time employee.

- D.** Not more than eighty (80) 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.** No County employee shall be entitled to sick leave while absent from duty on account of the following causes:
 - 1.** Disability arising from any sickness or injury purposely inflicted or caused by willful misconduct.
 - 2.** Sickness or disability sustained while on leave-of-absence without pay.
 - 3.** Inability to work because of intemperance or "hangover".
 - 4.** Ordinary tiredness or restlessness.
- G.** 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 have all unused sick leave paid into the County's Retiree Health Savings (RHS) Program.

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.

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**).

- H.** 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 or sister of the employee whether natural, step, or adopted, grandchild, and a minor child for whom the employee has parental responsibilities or legal custody.
- I.** 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.

- J.** 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.

11. LEAVE CONTRIBUTION 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.

11.1 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, sick leave (unless the leave involves the care of another and the six days of family sick leave have been used or involves other circumstances), administrative leave and/or compensatory time off,
- C.** Be unable to return to work for at least 30 days, and
- D.** Have applied and received approval for a Leave of Absence Without Pay.

11.2 Benefits of the Leave Contribution Program

Accrued vacation, compensatory time off (CTO), and/or Administrative Leave hours donated by other employees will be converted to sick leave and credited to the receiving employee's sick leave time balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For as long as the receiving employee remains in a paid status, seniority, and all other benefits will continue, with the exception of sick leave and vacation accrual. The total leave credits received by an employee will not normally exceed three months. However, if approved by the department head and the Director of Human Resources, the total leave credits may be extended on a case by case basis.

If the leave is for reasons other than the employee's own illness or injury, the donated leave will be converted to vacation and credited to the employee's vacation accrual on an hour-for-hour basis.

While an employee is on leave using donated leave hours, no vacation or sick leave hours will accrue.

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

- A.** Accrued vacation and compensatory time off, 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 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 (4) hour increments. An employee cannot donate leave hours, which 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 that 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 **Section 10, Sick Leave**.
- H.** In accordance with Internal Revenue Service 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.

The tax impact of leave donation for other reasons is unknown at this time.

12. BEREAVEMENT LEAVE

- A.** Employees shall be entitled to a bereavement leave, not chargeable to vacation or sick leave in the event of the death of one of the following members of the employee's family:
- natural, step, adoptive parents and grandparents of the employee;
 - natural, step, adopted children and grandchildren of the employee;
 - natural and step brothers and sisters of the employee;
 - present spouse of the employee;
 - 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 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.** Such leave shall be a maximum of forty (40) hours within ten (10) consecutive calendar days, whether services are within the State or outside the State of California. Employees desiring more time off under these circumstances may request vacation or other appropriate leaves, which may or may not be granted at the sole discretion of the department head.
- C.** A female employee who has a miscarriage or who gives birth to a stillborn child shall be eligible for bereavement leave in accordance with Section 12.B. This provision shall be applicable only to the employee having the miscarriage. Bereavement leave for a miscarriage shall not be applicable for any other family members identified in Section 12.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 her 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 and Medical 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 Legal Proceedings / Jury Duty

- A.** Any permanent 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. 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.
- D.** An employee assigned to grave shift is not required to report to work the day after he or she responded to said subpoena and remained under the control of the court up to 12:00 noon.
- E.** 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 three (3) months period. 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 this unit shall be entitled to necessary time off with pay for the purpose of taking promotional examinations for the County. This shall include resulting hiring interviews for which they may be eligible.

13.6 Military Leave of Absence

A request for military leave of absence shall be made upon forms prescribed by the Director, 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.

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).

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 permanent 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 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 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.

- 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, shall be transmitted by the Director of Human Resources 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 shall be promptly notified at the return of any employee from a leave of absence without pay.
- E.** Neither leave accruals nor benefits shall not accrue while an employee is on leave of absence without pay.
- G.** 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.
- H.** 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.
- I.** 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.
- J.** 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) days of the date his/her automatic resignation became effective.
- K.** 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 the Director of Human Resources.

14. HOLIDAYS

14.1 Eligibility

- A. Only permanent, 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 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. Departments shall make every effort to schedule the time off within the pay period in which it was earned, or if that is not possible, within the fiscal year.
- 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.
- 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 st
Martin Luther King's Birthday	3 rd Monday in January
Lincoln's Birthday	February 12 th
Washington's Birthday	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11 th
Thanksgiving	4 th Thursday in November
Day following Thanksgiving	Day following Thanksgiving
Christmas	December 25 th

B. Other Paid Holidays Include:

1. Special or limited holidays appointed by the President or Governor.
2. Such other days in lieu of holidays as the Board of Supervisors may determine.
3. Floating Holidays annually in accordance with the following:
 - a) Three (3) Floating Holidays annually on January 1st of each succeeding year. (The conditions listed below must be met in order to qualify for Floating Holidays.)
 - 1) Only those employees who have either successfully completed their initial County probationary period, or 26 full pay periods of continuous service, whichever is less, are eligible to receive these Floating Holidays.
 - (a) 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.
 - (b) 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.

- 2) 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 in full shift increments; any residual hours must be taken in conjunction with other accrued leave to fulfill a full shift.
- 3) Any eligible employee separating from County service who has not taken that calendar year's Floating Holidays shall receive payment for such holidays at the rate at which the employee is currently employed.
- 4) 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.

15. PROBATIONARY PERIOD

15.1 Probationary Period

- A. All new or re-employed employees in full-time regular positions shall serve a probationary period of twenty-six (26) full pay periods from the date of appointment ending with the last day of the twenty-sixth (26th) full pay period.
- B. All full-time employees who transfer from one department to another shall serve a probationary period of twenty-six (26) full pay periods from the date of transfer. In addition, all full-time employees who are promoted shall serve a probationary period of twenty-six (26) full pay periods from the date of promotion ending with the last day of the twenty-sixth (26th) pay period.
- C. All part-time employees shall serve an extended probation period beyond twenty-six (26) pay periods in proportion to the relationship their basic workweek bears to forty (40) hours.
- 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 probation 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 seven (7) pay periods from the date of appointment to a 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.
- F. The probationary period may exceed twenty-six (26) pay periods of active duty when the extension is by mutual agreement between the probationer, appointing authority and the Director of Human Resources. The probationary period shall not exceed thirty-nine (39) pay periods of active duty.
- G. New and re-employed employees who have not completed their initial probationary period are eligible for promotional examinations. They are not eligible to transfer from one department to another unless the allocated position occupied by that employee is transferred to another department.

15.2 Rejection of Employee During the Probationary Period

- A. A probationary employee may be separated from the service at any time during the probation 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 18, Disciplinary Action**, of this Memorandum of Understanding.
- B. Notwithstanding any other provisions of this Section, 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 18, Disciplinary Action**, of this Memorandum of Understanding.

15.3 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 grade for the class does not exceed the range of the class held immediately prior to promotion;
 - e.** The Director of Human Resources 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.

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 ninety (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 ninety (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 ninety (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 between Teamsters, Local 856, and the County.
- 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 ninety (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
[Reserved]

18. DISCIPLINARY ACTION

18.1 Discipline Defined

Discipline means dismissal, demotion, suspension, reduction of salary within range, or a formal written reprimand which is filed in the employee's personal history file in the Human Resources Department.

18.2 Disciplinary Action Procedure

The appointing authority proposing that disciplinary action be taken shall provide the employee with written notice of the proposed action which must include:

- A.** A description of the proposed action to be taken;
- B.** The effective date or dates of the proposed action which must be at least ten (10) calendar days after notice is received by the employee;
- C.** A clear and concise statement of the reasons for the proposed action;
- D.** A statement that a copy of the materials upon which the action is based are either attached or available for inspection by the employee or the employee's representative; and,
- E.** A statement advising the employee of the right to respond to the charges within ten (10) calendar days either verbally or in writing to the appointing authority proposing the action prior to its effective date. Failure of the employee to respond will constitute a waiver of the right to respond.

If the employee elects to respond in person, a meeting shall be scheduled with the department head or his or her designee. 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 or her choosing at the meeting.

The appointing authority may amend, modify or revoke any or all of the charges or proposed disciplinary action.

18.3 Disciplinary Action Appeal Process – Appeal to the Civil Service Commission

An employee may either appeal such dismissal, suspension, demotion or reduction on salary to the Civil Service Commission or file an appeal as defined below. Appeal to the Civil Service Commission, must be filed in writing within ten (10) days of the decision of the appointing authority. An employee may not both appeal to the Civil Service Commission and file an appeal under this Disciplinary Action Appeal Process.

18.4 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 grievant 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 which have been investigated by the Director of Human Resources may be appealed to Mediation within twenty (21) calendar days of the date the Director of Human Resources' decision is provided to the employee. The Mediation will be convened within ninety (90) working days of receipt of the timely request for a Mediator.

The mediator shall be selected by mutual agreement from the State Conciliation Service.

The recommendation of the Mediator shall be advisory only.

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 disciplinary action step by either party.

If no opinion is issued or either party does not agree with the recommendation of the Mediator, either party may appeal the decision to arbitration, as provided below.

C. Appeal to Arbitration

Either 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 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 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 must be made in writing within twenty-one (21) calendar days following the completion of mediation.

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 grievance to the next higher step.

E. Scope of Disciplinary Action Appeal Arbitration Decisions

1.

1. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.
2. No arbitrator shall hear, decide or make recommendations on any dispute unless it involves a position in a unit represented by the Union 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.
3. Proposals to add to or change this Memorandum of Understanding or written agreements or addenda shall not be subject to arbitration. 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 mediation or arbitration. No mediator 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.
4. If the Director of Human Resources or his/her designee in pursuance of the provisions of Section 15 above, resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time. But in the event the dispute is referred to

arbitration and the arbitrator finds that the County had the right to take the action complained of, the arbitrator may not substitute his/her judgment for the judgment of management and if he/she finds that the County had such right, he/she may not order reinstatement and may not assess any penalty upon the County.

19. GRIEVANCES

19.1 Grievance 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, or that the interpretation or application of those provisions are not subject to the grievance procedure.

19.2 Grievance Purpose

The purposes of this procedure are:

- A. To resolve grievance disputes informally at the lowest possible level;
- B. To provide an orderly and prompt procedure for resolving disputes which arise regarding the interpretation or application of the Memorandum of Understanding;
- C. To encourage communication between employees, the Union, and County representatives;
- D. To determine and correct, if possible, the causes of grievance disputes.

19.3 Grievance Steps

Step 1. Informal Discussion

Any employee or the Union 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 at Step 2. If the management official fails to respond, the employee has ten (10) calendar days from the date the management official's response was issued to file the grievance in writing with the department head or his/her designee.

Step 2. Department Head and/or Designated Representative

The department head or his/her designated representative will meet with the grievant and the Union representative and shall provide a written response to the grievant within twenty-one (21) calendar days of having received it. A grievance shall be initiated in writing on the Solano County Grievance Form.

If the grievance is not resolved within the department, the employee or the Union 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 pursuant to Section C below, with a copy to the department head.

Step 3. Director of Human Resources

Any employee of any official of the Union may notify the Director of Human Resources, or his/her designee, in writing that a grievance exists by filing a Solano County grievance form stating the particulars of the grievance and, if possible, the nature of the remedy 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 grievant and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under Step (4) or Step (5) below which has not first been filed and investigated in accordance with Step (3) except by mutual agreement of the Union and the Director of Human Resources.

Step 4. Mediation

If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented pursuant to this Memorandum of Understanding, the grievant shall have twenty-one (21) calendar days to request in writing that the grievance be schedule for a mediator.

The Mediation will be convened within ninety (90) working days of receipt of the timely request for a Mediator.

The mediator shall be selected by mutual agreement from the State Conciliation Service.

The recommendation of the Mediator shall be advisory only.

The Mediator shall not issue any public statement of fact or opinion in 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.

Either party may appeal the recommendation of the Mediator to arbitration.

Step 5. Arbitration

If the grievance is not resolved at Step 4, either 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 of 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 alternately strike arbitrator's names from the list until one (1) arbitrator's name remains. The order of striking shall be determined by a coin flip.

The fees and expense of the arbitrator and of a Court Report 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 recommendation of the Adjustment Board.

19.4 Grievance Timelines

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 highest step.

19.5 Scope of Grievance Decisions

- A. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.
- B. 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.
- C. Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitral 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.

- D. If the Director of Human Resources in pursuance of the grievance procedures resolves a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the arbitrator finds that the county had the right to take the action complained of, the arbitrator may not substitute his/her judgment for the judgment of management and if he/she finds that the County had such right, he/she may no order reinstatement and may not assess any penalty upon the County.

19.6 Compensation Complaints

- A. All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Director of Human Resources. 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 results 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 arbitration proceedings hereunder) will be recognized unless agreed to by the Director of Human Resources and the Union.

20. HOURS OF WORK AND OVERTIME

20.1 Hours of Work

A. Work Day

Except as may be otherwise provided by order of the Board of Supervisors, eight (8) hours of work shall constitute a day's work for all permanent, probationary full-time employees. The lunch period shall not be considered part of the eight (8) hours of work, except in twenty-four (24) hour facilities where the employee continues to work during the lunch period.

B. Workweek

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 County Administrator and approval by 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.

Available schedules may include the following depending upon assignment:

- 5 days work, 2 days off (8 hour shifts)
- 4 days work, 3 days off (10 hour shifts)
- 4 days one week; 3 days the other week in a pay period (6, 12 hour shifts; with 1, 8 hour shift) (hereinafter “7/80”)

C. Rest Periods

Each employee shall be entitled to take one fifteen (15) minute rest period for each four (4) hours of work performed by such employee in a workday. If not taken, such rest period is waived by such employee. Authorized rest period time taken shall be counted as time worked.

D. Shift Assignments

In making shift/position assignments, the following criteria shall be considered: (1) The operational needs of the Department, (2) indicated employee preference by seniority, (3) skill and abilities of employees to do the job and (4) previous employee job performance evaluations. A shop steward will be invited to observe the shift assignment process. The Sheriff or his/her designee's decision shall be final and not subject to appeal or the grievance process.

E. Alternate Schedule

Should the Sheriff elect to end any of the above fixed schedules, employees shall either be returned to the 5/8 schedule or a new alternate schedule. In either case, the County shall provide notice to the Union and, upon request, meet and confer.

F. 7/80 Work Plan (6, 12-hour shifts; 1, 8-hour shift in a pay period)

1. Workweek

Employees assigned to a 7/80 work plan have a 14-day work period under section 207(k) of the Fair Labor Standards Act. The base compensation for those employees assigned to the 12-hour shifts shall be based on eighty (80) hours per bi-weekly pay period. The base compensation shall be payment in full for all services rendered to the County except as otherwise provided. Any work performed by these employees in excess of eighty (80) hours in a bi-weekly pay period will be considered as overtime pay.

2. **Overtime and Overtime Compensation**
For the purposes of determining an employee's eligibility for overtime compensation, all straight time hours on payroll shall be considered "hours worked."

If, in the judgment of the Sheriff, or his/her designee, work beyond an employee's normal workday or work week is required, the Sheriff, or his/her designee, may order such overtime work. Except as provided in this Section, employees shall be eligible for overtime compensation as provided below.

3. **Breaks**
Employees working a 12-hour shift shall be entitled to one (1) thirty (30) minute lunch break and three (3) fifteen (15) minute work breaks, except on designated training days where two (2) fifteen (15) minute work breaks will be provided. Compensated lunch and break period are understood to be considered work time. Employees continue to work during the lunch period.
4. **Sheriff's Rights**
 - a. The parties understand that the Sheriff or his/her designee has the sole discretion to transfer individuals between the 7/80 work plan and other work plans used by the Sheriff. The Sheriff or his/her designee's decision shall be final and not subject to appeal or the grievance process.
 - b. Following implementation of the 7/80 work plan, if the Sheriff, or his/her designee, determines the 7/80 work plan is not in the best interest of the department, the Union shall be notified in writing of this shift's discontinuance. In such case, the County shall revert to eight (8) hours of work as defined in this **Section 20.1, Hours of Work**.

20.2 Overtime

A. Overtime Work Defined

1. For employees exempt from the Fair Labor Standards Act (FLSA), overtime work 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 a special agreement between the department head and the employee is made, overtime may be defined as all work performed in excess of eighty (80) hours in a two (2) week pay period.

2. Off duty time spent as a witness in court in connection with regular duties as a County employee shall be considered overtime, except as may otherwise be provided in this Memorandum of Understanding.
3. Time worked beyond the official forty (40) hour workweek shall not be considered overtime unless it has been specifically ordered or authorized by the department head.
4. All employees “covered” under the 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.
5. All employees “covered” under FLSA 7K exemption who work a twelve hour shift shall be paid for all time worked beyond 84 hours in a pay period 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, he/she may order such overtime work. This overtime work will be compensated for as provided in this Section. The County Administrator may require department heads to obtain his/her approval prior to ordering overtime work by an employee in excess of eighty (80) hours in a fiscal year.
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 receives 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 permanent, 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.

C. Overtime Payment

1. Employees covered under FLSA (designated as 09) 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 all overtime worked in each fiscal year.
2. When the County established 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 Union regarding the appropriate overtime code designation for such new classifications.

Payment for overtime shall be separately itemized on the payroll certification.

3. Any CTO accumulation the fiscal year in which it is earned. If the department head is unable to schedule sufficient time off during the fiscal year, the employee's accrual balance shall be reduced to zero (0) hours at the beginning of the next fiscal year and the 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. (NOTE – The employee shall have the option of maintaining a balance of no more than eighty (80) hours of CTO at the beginning of the new fiscal year.)
4. Compensatory time off taken by an employee shall be counted as time worked for purposes of overtime computation.
5. 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.
6. Anytime a Sergeant-Corrections or Lieutenant-Corrections on an eight (8), ten (10) hour, or twelve (12) hour shift works four (4) hours or more beyond their regularly scheduled shift, the time worked beyond the regular shift will be considered overtime regardless of the number of hours worked in that week (scheduled shift changes shall not apply)."

21. NO STRIKE / NO LOCKOUT

- A. The Union, 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 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 in accordance with the IRS Code. 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 – Official 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 regular place of residence to the site of a meeting or another official purpose that is not at his/her regular work location, mileage reimbursements. (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 their 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.

Suggested Coverage:

1. Personal Injury: \$15,000 per person/\$30,000.
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

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 (see General Order 5.004 for prohibited activities). The department head shall issue an opinion to an employee if the employee's proposed activity constitutes a possible conflict of interest within ten working days from the date the department head received notice of proposed activity.

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

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.

A copy of any performance reviews, written reprimands, commendations or disciplinary action 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. 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.

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 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

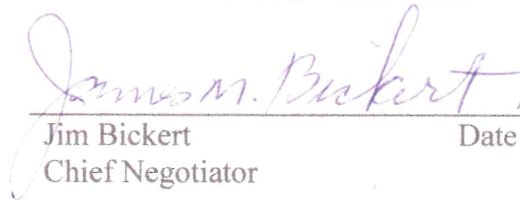
24. FULL UNDERSTANDING

- A. 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.
- B. **Waiver of Further Bargaining on Covered Matters.** The parties agree that neither shall be required or attempt to require the other to meet and confer over any term contained in this Agreement for the life of the agreement, except for purposes of negotiating an entire Agreement on timely notice given pursuant to **Section 2, Term**, and that any legal duty to do so is hereby waived. However, the Director of Human Resources with concurrent approval of the County Administrator is authorized to interpret any ambiguous provision of this Agreement and may, along with the Union Business Representative, enter into a joint memorandum of interpretation resolving such ambiguities. An original of the Memorandum of Interpretation shall be retained in County's records.

COUNTY REPRESENTATIVES

Marc A. Fox	Date
Director of Human Resources	
Georgia Cochran	Date
Chief Spokesperson	
Bill Hornbrook	Date
Captain-Sheriff	
Rebecca Iacobucci	Date
Principal Human Resources Analyst	

UNION REPRESENTATIVES

 12-31-19	Date
Jim Bickert	
Chief Negotiator	
Dan Castillo	ate
Custody Lieutenant	
Coy White	Date
Custody Sergeant	
Rick Raymos	Date
Custody Sergeant	

APPENDIX A

Permanent and limited-term classifications represented under this Agreement are:

Custody Lieutenant
Custody Sergeant

APPENDIX B

1. The present approximate monthly pay rate for represented classifications is:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Custody Lieutenant	\$7,774.65	\$8,163.40	\$8,571.54	\$9,000.13	\$9,450.14
Custody Sergeant	6,880.24	7,224.26	7,585.47	7,964.75	8,363.00

2. Effective the later of December 15, 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, paragraph 1 above, will increase by three percent (3%) of the base wage rates in effect the day before such increase takes effect. Effective concurrent with the wage increase described in this paragraph, employees in the Custody Lieutenant class shall receive a wage increase of one and one-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 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. Effective concurrent with the wage increase described in this paragraph, employees in the Custody Lieutenant class shall receive a wage increase of one and one-half percent (1.5%) as an equity adjustment, which shall be cumulative and not compounded (e.g., 3% + 1.5% = 4.5%).
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.
7. The hourly pay rate is calculated by multiplying monthly pay rate by twelve (12) months and dividing that value by two thousand eighty (2,080) hours.

APPENDIX C – Reserved (Not Used Currently)

APPENDIX D
COUNTY OF SOLANO
RETIREMENT PAYBACK FORMULA

Unit 14

Cost of the benefit	\$12,842,782
Term in Years	20
Amount due to County each year	\$642,139
Variable	Value
Pay Periods per year	26
Number of pay periods	520
Number of employees	228
Average monthly salary	\$4,720
Total monthly payroll	\$1,076,297
Average per pay period gross salary	\$2,178
Average Annual Gross Salary	\$56,640
Total Annual Payroll	\$12,913,920
Formula for Employee Share	Amount
Annual amount of pay back = Total cost divided by 20 years	\$642,139
Annual per employee pay back = Divide annual amount of payback by the avg. number of employees for the previous year	\$2,816.40
Average pay back per employee per pay period = Divide the annual per employee payback by number of pay periods	\$108.32
Percentage of gross per pay period salary deducted from each probation employee = Divide the avg. pay back per employee per pay period by the avg. per pay period gross salary	4.97%



Solano County

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

Agenda Submittal

Agenda #:	8	Status:	Consent Calendar
Type:	Miscellaneous	Department:	First 5 Solano
File #:	20-7	Contact:	Michele Harris, 784-1332
Agenda date:	01/07/2020	Final Action:	
Title:	Approve the Membership Certification Statement of the Solano County Local Child Care Planning Council		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Membership Certification		

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

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

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board approve the annual Membership Certification Statement Regarding Composition of the Solano County Local Child Care Planning Council (SCLPC).

SUMMARY/DISCUSSION:

The Solano County Local Child Care Planning Council strives to ensure that all families and children in Solano County have access to quality, affordable child care, to ensure adequate funding for all forms of child care services, and to increase the quality of available care. The SCLPC works to enhance and strengthen the collaboration among children's services agencies.

Education Code requires the Board of Supervisors and the Superintendent of Schools to appoint the membership of the SCLPC. State law also requires that the membership of the SCLPC be comprised of 20% consumers of child care services, 20% child care providers, 20% community representatives, 20% public agency representatives, and the remaining 20% from any of the above categories at the discretion of the Board and the Superintendent.

Each year in January, the California Department of Education requires the submittal of the Certification Statement Regarding Composition of SCLPC Membership (Attachment A).

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget. There is no financial impact to approving the Membership Certification Statement.

ALTERNATIVES:

The Board could choose not to approve the current Membership Certification Statement; however, this is not

recommended as it is a requirement by the Department of Education.

OTHER AGENCY INVOLVEMENT:

The Membership Certification Statement was reviewed and approved by the SCLPC Chair on November 21, 2019. In addition, the County Superintendent of Schools reviewed and approved the statement.

**CERTIFICATION STATEMENT
REGARDING COMPOSITION OF LPC MEMBERSHIP**

Return to:

California Department of Education
Child Development Division
Local Planning Council Team
1430 N Street, Suite 3410
Sacramento, CA 95814

Due Date:

Annually on January 16

Please complete all information requested below:

County Name: Solano		County Coordinator Name and Telephone Number: Ericka Erickson (707) 421-7229 ex. 110 (415) 246-7363 (cell)
Membership Categories		
20% Consumers (Defined as a parent or person who receives, or who has received within the past 36 months, child care services.)		
Name of Representative	Address/Telephone Number	Appointment Date
Lenesha Anderson	[REDACTED]	March 2016
Brianna Nobil	[REDACTED]	March 2016
Vacant		
20% Child Care providers (Defined as a person who provides child care services or represents persons who provide child care services.)		
Name of Representative	Address/Telephone Number	Appointment Date
Manuela Jacques	[REDACTED]	November 2018
Andrea Calderon	[REDACTED]	October 2017
Vacant		
20% Public Agency Representative (Defined as a person who represents a city, county or local education agency.)		
Name of Representative	Address/Telephone Number	Appointment Date
Lisa Eckhoff	[REDACTED]	October 2017
Juanita Morales	[REDACTED]m	October 2017

Sabrina Drake	[REDACTED]	April 2, 2019
---------------	------------	---------------

20% Community Representative (Defined as a person who represents an agency or business that provides private funding for child care services, or who advocates for child care services through participation in civic or community-based organizations but is not a child care provider or CDE funded agency representative.)

Name of Representative	Address/Telephone Number	Appointment Date
Stephanie Wheeler	[REDACTED]	November 2017
Zoe Bartholomew	[REDACTED]	November 2017
Jennifer Carpentier	[REDACTED]	September 2018

20% Discretionary Appointees (Appointed from any of the above categories or outside of these categories at the discretion of the appointing agencies.)

Name of Representative	Address/Telephone Number	Appointment Date
Kathy Lago	[REDACTED]	June 1994
Vacant		
Vacant		

Authorized Signatures

We hereby verify as the authorized representatives of the county board of supervisors (CBS), the county superintendent of schools (CSS), and the Local Child Care and Development Planning Council (LPC) chairperson that the above identified individuals meet the council representation categories as mandated in AB 1542 (Chapter 270, Statutes 1997, California *Education Code* Section 8499.3). Further, the CBS, CSS, and LPC chairperson verify that a good faith effort has been made by the appointing agencies to ensure that the ethnic, racial, and geographic composition of the LPC is reflective of the population of the county.

Authorized Representative - County Board of Supervisors	Telephone Number	Date
Authorized Representative - County Superintendent of Schools	Telephone Number	Date
Lusette Estrella-Henderson	(707) 399-4403	11-23-2019
Local Child Care Planning Council Chairperson	Telephone Number	Date
Lisa Eckhoff	707-399-4407	11.21.19



Solano County

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

Agenda Submittal

Agenda #:	9	Status:	Consent Calendar
Type:	Resolution	Department:	Health and Social Services
File #:	19-1005	Contact:	Gerald Huber, 784-8400
Agenda date:	01/07/2020	Final Action:	
Title:	Adopt a resolution amending the List of Numbers and Classifications of Positions to delete a 1.0 Full Time Equivalent Deputy Compliance & Quality Assurance Manager and to add a 1.0 FTE Compliance and Quality Assurance Analyst		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

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

DEPARTMENTAL RECOMMENDATION:

The Department of Health & Social Services (H&SS) recommends the Board adopt a resolution amending the List of Numbers and Classifications of Positions to delete a 1.0 Full Time Equivalent (FTE) Deputy Compliance & Quality Assurance Manager and to add a 1.0 FTE Compliance and Quality Assurance Analyst.

SUMMARY/DISCUSSION:

The Health & Social Services Compliance Unit is responsible for the Department's regulatory compliance and quality assurance including developing and implementing policies, procedures and practices defined by regulatory agencies for H&SS programs including federally mandated Health Insurance Portability and Accountability Act (HIPAA). Additionally, the Compliance Unit identifies and analyzes potential risks, oversees internal and external compliance reviews, develops and updates mandated compliance training content, and conducts internal and periodic risk evaluations for H&SS in coordination with H&SS fiscal and program staff and the Auditor-Controller's Office.

The current personnel within the Compliance Unit includes 1.0 FTE Compliance & Quality Assurance Manager, 1.0 FTE Deputy Compliance & Quality Assurance Manager, 2.0 FTE Compliance and Quality Assurance Analysts and (2) Extra Help Office Assistant II. Given that the organizational structure within the Compliance Unit currently has two management and two analyst positions and based on the recommendation of the Municipal Resource Group, LLS, one management position should be eliminated. H&SS recommends deleting the 1.0 FTE Deputy Compliance & Quality Assurance Manager position and adding 1.0 FTE Compliance and Quality Assurance Analyst.

FINANCIAL IMPACT:

The annual projected savings to the Compliance Unit in salaries and benefits is approximately \$15,500 -

\$19,000 depending on Step level. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

ALTERNATIVES:

The Board may choose not to adopt this resolution. This is not recommended as it would limit the ability to efficiently manage the Compliance Unit and meet the operational needs of the Department.

OTHER AGENCY INVOLVEMENT:

H&SS worked with Human Resources and the County Administrator's Office on this Board item.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENTATION


RESOLUTION NO. 2020 - _____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
SOLANO 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
Health & Social Services-Admin	7507	127150	15994	Dep Compliance & QA Manager	01-12-20	1.0	0.0	0.0	(1.0)
Health & Social Services-Admin	7507	123010	15994	Compliance & QA Analyst	01-12-20	2.0	2.0	3.0	1.0



Director of Human Resources

12/17/19

Date

Passed and adopted by the Solano County Board of Supervisors at its meeting on January 7, 2020 by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

_____, Chair
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

Agenda #:	10	Status:	Consent Calendar
Type:	Contract	Department:	Sheriff's Office
File #:	19-1002	Contact:	Angelica Russell, 784-7064
Agenda date:	01/07/2020	Final Action:	

Title: Approve a \$2,536,930 revenue Memorandum of Agreement with the City of Rio Vista for the Sheriff's Office to provide law enforcement services for the period of February 1, 2020 through January 31, 2021 with the option to renew; Authorize the County Administrator, with County Counsel concurrence, to execute the Memorandum of Agreement and any future amendments including changes to terms and conditions and/or scope of services that remain within 20% of the total contract amount not to exceed \$75,000; Adopt a resolution amending the List of Numbers and Classifications of Positions to add 1.0 FTE Lieutenant-Sheriff, 2.0 FTE Sergeant-Sheriff, and 9.0 FTE Deputy-Sheriff; and Approve an Appropriation Transfer Request of \$1,057,054 to recognize unanticipated revenue from the City of Rio Vista and appropriations for providing law enforcement services in FY2019/20 (4/5 vote required)

Governing body: Board of Supervisors

District: All

Attachments: A - Memorandum of Agreement, B - Resolution

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

Published Notice Required? Yes ___ No X

Public Hearing Required? Yes ___ No X

DEPARTMENTAL RECOMMENDATION:

The Sheriff recommends that the Board of Supervisors:

1. Approve a \$2,536,930 revenue Memorandum of Agreement with the City of Rio Vista for the Sheriff's Office to provide for law enforcement services for the period of February 1, 2020 through January 31, 2021 with the option to renew;
2. Authorize the County Administrator, with County Counsel concurrence, to execute the Memorandum of Agreement and any future amendments including changes to terms and conditions and/or scope of services that remain within 20% of the total contract amount not to exceed \$75,000;
3. Adopt a resolution amending the List of Numbers and Classifications of Positions to add 1.0 FTE Lieutenant-Sheriff, 2.0 FTE Sergeant-Sheriff, and 9.0 FTE Deputy-Sheriff; and
4. Approve an Appropriation Transfer Request of \$1,057,054 to recognize unanticipated revenue from the City of Rio Vista and appropriations for providing law enforcement services in FY2019/20 (4/5 vote required).

SUMMARY:

In September 2019, the City of Rio Vista (City) initiated discussions with the Sheriff for mutual aid assistance due to the departure of the City's Police Chief. As a result of these discussions, the Sheriff entered into a Memorandum of Understanding with the City effective September 16, 2019, to provide a Captain-Sheriff to act as the City's Interim Police Chief while the City conducted a recruitment for a new Police Chief.

Additionally, the City experienced a high number of vacancies in other sworn law enforcement positions, impacting its ability to provide a minimum level of public safety services. To address this, the County entered into an Emergency Law Enforcement Agreement with the City effective September 30, 2019, to provide temporary supplemental law enforcement services that would ensure coverage for patrol shifts the City's Police Department was unable to fill. Because the Department continues to experience significant staffing challenges as the remaining staff pursue employment opportunities elsewhere, and as a result, the City now seeks longer-term assistance from the Sheriff's Office to augment operations.

The proposed Memorandum of Agreement (Agreement) will enable the Sheriff to provide law enforcement services to the City for an initial 12-month period beginning February 1, 2020. These services are vital as the City devises a long-term plan to address the vacancies within its police force, which may include longer-term contract services with the Sheriff's Office. Without this Agreement, the City may need to increasingly rely on the Sheriff's Office for unreimbursed mutual aid as it may be unable to provide adequate law enforcement services to keep its community safe. Therefore, the Sheriff requests the Board approve this Agreement and the addition of 12.0 FTE positions to provide the services.

FINANCIAL IMPACT:

Board approval of this one-year Agreement will not impact the County General Fund. The expenses incurred will be offset with compensation received from the City for the law enforcement services provided.

The proposed \$2,536,930 Agreement incorporates the costs of salary and benefits, including a cost of living adjustment, and workers compensation insurance, liability insurance and countywide overhead costs for 12.0 FTE (1.0 Lieutenant-Sheriff, 2.0 FTE Sergeant-Sheriff and 9.0 FTE Deputy-Sheriff) for a 12-month period. The Agreement also includes costs for training, investigative services, uniforms, standard-issue safety clothing and equipment, pre-employment background investigations, fiscal activities and senior and executive management activities. The City will provide the remaining services and supplies necessary for operations.

The Sheriff's FY2019/20 Working Budget has insufficient appropriations to provide these unanticipated law enforcement services for February 1, 2020 through June 30, 2020. Therefore, an Appropriations Transfer Request is necessary to increase appropriations by \$1,057,054 to cover costs to support operation at full capacity for five months.

Appropriations for the remaining seven months, estimated at \$1,479,876 for July 1, 2020 through January 31, 2021, will be included in the Sheriff's FY2020/21 Recommended Budget. Should the City wish to extend the Agreement or enter into a longer-term agreement, the Sheriff's Office will return to the Board for approval.

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

DISCUSSION:

The Sheriff's Office use of intergovernmental contract services dates back many years, and currently provides contracted animal control, security, and law enforcement services throughout the county. The Sheriff's Office is also regularly called upon to provide training and assistance to allied agencies. It is because of this

experience and expertise that local governmental entities choose to partner with us.

In mid-September, the City's Police Department experienced vacancies in three key leadership positions when Chief of Police, Police Commander and a Police Sergeant separated from the City. Following these departures, the City Manager requested administrative assistance from the Sheriff's Office under mutual aid. In response, the Captain-Sheriff overseeing the Field Operations Division was assigned to the City for an initial period of 60 days with an understanding that additional time may be necessary. The Captain was later appointed as the Interim Chief of Police effective September 23, 2019.

There are 16 full time positions in the City's Police Department. These positions are comprised of two professional staff allocations and 14 sworn positions including Chief of Police, Commander, four sergeants and eight police officers. At the time of this writing, the City had a total of six sworn vacancies and two officers working their way through the Field Training Program. Additionally, many of their officers are in the hiring process at other agencies. As a result of these staffing shortages, the City Manager recommended that the City explore a contract with the Sheriff's Office for all law enforcement services. On November 5, 2019, the City Council voted 5-0 in favor of further exploring this partnership.

Staff began to work on developing a model with three priorities in mind: 1) To ensure that the City had sworn staffing that was sufficient to protect the City; 2) To create a model that would allow for the City to reconstitute their police department down the road should they see fit; and 3) To create a plan that fit inside their existing budget.

The resulting model includes a contract for sworn staffing only. The Sheriff's Office will supply a total of 12 personnel to the City. These employees will be fully trained and able to immediately provide the contracted services. The contracted employees will wear the City's Police Department patches, drive City vehicles, and utilize most of the equipment already in the Department's possession. The Sheriff's Office will equip the employees with a firearm, taser, and other standard issue equipment. The breakdown of new positions associated with the contract are as follows:

- 1.0 FTE Lieutenant-Sheriff - This position will act as the Interim Police Chief, overseeing all law enforcement operations and assist with providing public information.
- 2.0 FTE Sergeant-Sheriffs - These positions will cover the 12-hour day shifts and provide direct supervision to the Deputy-Sheriffs on duty during their shifts.
- 9.0 FTE Deputy-Sheriffs - These positions will cover both the 12-hour day shifts and the 12-hour graveyard shifts with two deputies per shift. One of these deputies will also be a canine officer as the City has one canine officer. The remaining Deputy-Sheriff will serve as a School Resource/ Problem Oriented Policing Officer working office hours during the week.

The Sheriff's Office currently has a higher than normal amount of Deputy Sheriff vacancies (currently 13 vacant positions) and in order to prevent the City Agreement from exacerbating the situation, a model involving a 60-day transition period has been chosen to start this partnership. The transition period will begin on February 1, 2020 and last through no later than March 31, 2020. The Sheriff's Office will hire eligible City officers in groups of one to four and simultaneously backfill the City with Deputy Sheriffs. The City officers, now hired as Deputy Sheriffs, will be assigned to the Court Security Bureau and work their way through the Sheriff's Office Field Training Program like all new hires. This approach will ensure that the Sheriff's Office's vacancy rate is not impacted while maintaining law enforcement service in the City. At the conclusion of the transition period, the City will be staffed entirely by Deputy Sheriffs and it is believed that the Sheriff's Office will be able to hire a number of City officers to offset the 12 new allocations.

ALTERNATIVES:

The Board of Supervisors could choose not to approve the Agreement; however, this action is not recommended as the City's Police Department, in its current state, does not have sufficient staffing levels to continue providing law enforcement services in the community.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved the Agreement as to form. The County Risk Manager approved the contract insurance and indemnification provisions. Additionally, the County Administrator's Office was consulted on the proposed staffing plan and Human Resources has prepared the resolution to amend the List of Numbers and Classifications of Positions.

The City Manager and Attorney have reviewed and approved the Agreement. If approved by the Board, it will go before the Rio Vista City Council for consideration.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Solano County Agreement No. _____
Rio Vista Agreement No. _____

**MEMORANDUM OF AGREEMENT
FOR LAW ENFORCEMENT SERVICES
BETWEEN THE COUNTY OF SOLANO
AND
THE CITY OF RIO VISTA**

THIS MEMORANDUM OF AGREEMENT FOR LAW ENFORCEMENT SERVICES ("Agreement") is made and entered into as of this ____ day of January, 2020, by and between the County of Solano ("County"), a political subdivision of the State of California, on behalf of the Sheriff's Office (Sheriff's Office), and the City of Rio Vista ("City"), a municipal corporation. The City and the County may be referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, the City desires to contract with the County for performance of law enforcement functions within the City's municipal boundaries; and

WHEREAS, the County is capable of rendering such services under the terms and conditions set forth in this Agreement; and

WHEREAS, the performance by the County for the City of the law enforcement functions referenced herein shall require the County to incur certain costs and expenses, including but not limited to cost and expenses for patrol personnel, support services, and public liability insurance; and

WHEREAS, it is the intent of the parties to this Agreement that the City assume all such cost and expenses, including but not limited to the cost and expenses described above; and

WHEREAS, this Agreement is authorized by California Government Code section 51300 et. seq.
NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **TERM OF AGREEMENT**

This Agreement shall be effective as of February 1, 2020, and shall terminate January 31, 2021, unless terminated earlier, or extended upon written and signed mutual agreement by the City Council of the City of Rio Vista and authorized representative of the County.

2. **PROVISION OF SERVICE**

The County agrees to provide municipal police protection within the corporate limits of the City to the extent and in the manner set forth herein. The services shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by the City police department under State statutes. Such services shall include, but not be limited to, the

enforcement of State statutes and City codes and ordinances. Services shall also include traffic enforcement and other special services customarily performed by police departments to the extent specifically set forth herein. The County shall also provide general and internal investigative services as needed.

3. ASSIGNMENT OF PERSONNEL

A. The County shall provide 12.0 full time employees (FTE) "Standard Staffing Level" as defined below to fulfill the terms of this Agreement.

Standard Staffing Level:

- 1.0 FTE Lieutenant – Sheriff (Lieutenant)
- 2.0 FTE Sergeant – Sheriff (Sergeant)
- 9.0 FTE Deputy – Sheriff (Deputy)

B. The Sheriff's Office, in conjunction with the City, shall select and appoint the Lieutenant. The City Manager shall make the final selection for this position from among the candidate pool provided by the Sheriff's Office. The City Manager shall designate the Lieutenant as the "Chief of Police" in accordance with law and the City's Municipal Code.

C. The Lieutenant in his/her capacity pursuant to this Agreement and considering recommendations from the Sheriff's Office shall choose the Sergeants and the Deputies to be considered for assignment. The City Manager will have final approval of assigned Deputies.

D. The City understands and agrees that the County is bound to abide by bargaining agreements covering County employees performing services hereunder and the terms of those bargaining agreements shall prevail over any conflicting terms of this Agreement.

E. The Parties understand there shall be up to a sixty-day initial transition period, from February 1, 2020 to March 31, 2020, within which staffing levels shall start under and gradually increase to the Standard Staffing Level.

F. The County shall use its best effort to maintain a consistent staff, however the County reserves the right, after consulting with the City Manager, to occasionally install personnel of the same job title not normally assigned under this Agreement to provide relief and/or perform services as needed.

G. The County reserves the right to utilize personnel assigned to perform services under this Agreement on assignments not related to this Agreement if deemed necessary due to an urgent or emergency situation. The City Manager will be notified as soon as possible in these situations. Time associated with such other assignments shall not be charged to the City. Conversely, the Parties understand and agree that personnel not normally assigned to perform services under this Agreement may occasionally be assigned to provide relief or perform other services required herein. Time associated with such assignment(s) to the City shall be charged to the City.

H. The County shall promptly notify the City of significant changes in the staffing levels.

I. The County shall be responsible for all administrative tasks and personnel matters related to the County's performance under this Agreement including but not limited to: hiring of personnel, establishing standards of performance, assignment of personnel, determining and effecting discipline, determining training required, maintaining personnel files, and other matters relating to the performance of services and control of personnel.

4. SUPERVISION AND PERFORMANCE

A. The Chief of Police shall consult with and consider any recommendations from the City Manager on all key matters within the scope of this Agreement. The title of "Chief of Police" is a nominal title and does not confer additional legal powers beyond those normally granted to a Lieutenant.

B. The City professional staff (i.e., 1.0 FTE Records Manager, 1.0 FTE Community Services Officer, and 0.5 FTE Records Clerk—if funded) assigned to support law enforcement shall report to the Lieutenant and Sergeants assigned under this Agreement.

C. The Sheriff or his designee shall confer with the City Manager should questions arise relative to performance of the Lieutenant assigned as Chief of Police. The City Manager shall have an opportunity to provide feedback to be included in the Sheriff's Office annual performance evaluation report of the Lieutenant. In the event City Manager is dissatisfied with the performance of this Lieutenant, and reasonable personnel actions are unsuccessful in resolving the performance issues to City Manager's satisfaction, the Sheriff shall coordinate the selection and appointment of a new Lieutenant.

D. In recognition of the Sheriff's professional expertise in the area of law enforcement, it is agreed that in the event of a dispute between the Parties as to the manner of performance of required services, the determination by the Sheriff shall be final and conclusive. This section shall not be read to reduce or limit the rights granted to the City Manager under section 4 (C), above.

5. RULES, REGULATIONS, POLICIES, AND PROCEDURES

A. As employees of the County, personnel assigned to provide services hereunder are required to abide by all rules, regulations, policies, and procedures (hereinafter referred to as procedures) applicable to Sheriff's Office employees, except where such procedures may conflict with a requirement of this Agreement.

B. Personnel performing services hereunder may be requested by the City Manager to abide by certain City procedures. Personnel shall comply with such City procedures, except where such procedures may conflict with procedures applicable to Sheriff's Office employees and/or the requirements of this Agreement.

C. The requirements of this Agreement shall take precedence over any conflicting County or City procedures. The Sheriff and City Manager shall confer should any conflict exist between County and City procedures; however, in view of the Sheriff's expertise with regard to law enforcement procedures and their impact upon the operations of the Sheriff's Office, the Sheriff retains the final authority to determine how any conflicts between County and City procedures shall be resolved.

6. TRAFFIC ENFORCEMENT

In addition to all other law enforcement activities required under this Agreement, Deputies shall respond to and investigate injury and non-injury traffic collisions. As staffing permits, service provided shall include traffic enforcement such as speed enforcement, issuance of parking citations, and enforcement of other minor vehicular infractions.

7. PROVISION OF EQUIPMENT AND SUPPLIES

A. The County shall fully equip and train for service the 12.0 FTE provided by the County under this Agreement. The County shall furnish its standard County uniform, safety equipment and ammunition.

B. The City shall provide the facilities, equipment and supplies required to perform services identified herein, but not limited to those items included in Exhibit B. The City shall provide at no cost to the County any special equipment (such as for traffic enforcement) that the Parties agree are required. If the City elects not to provide the required equipment, the County is authorized to modify or discontinue the performance of activities for which the equipment is deemed by County to be necessary.

8. VEHICLES

A. The City shall furnish fully equipped vehicles as required by the County for performance of services. The City shall be responsible for all items required in connection with the operations of the vehicles including but not necessarily limited to: materials required for operation, maintenance, repair and replacement of the vehicles, associated equipment including police and safety equipment; and automobile insurance coverage in the amount of \$1,000,000 per accident for bodily injury and property damage; and general liability in the amount of \$2,000,000 per occurrence and \$4,000,000 in aggregate for bodily injury, personal injury and property damage.

B. The City's general liability policy shall name the County as an additional insured and include a waiver of the City's and the insurer's respective rights of subrogation against the County for damage to the vehicles. In the event of an accident, the City will submit a claim to the County, including an accident report. Upon the County's determination that the County was at fault in the accident, the County will pay the deductible, not to exceed \$5,000 per City vehicle.

C. The vehicles, associated equipment and all maintenance, repair and replacement shall meet the specifications and or requirements established by the County for equivalent Sheriff's Office vehicles. All costs associated with the vehicles shall be borne by the City, separate and apart from this Agreement, except that the County shall be responsible for any damage to the vehicles caused solely by willful misconduct or gross negligence of County employees, as determined by the County.

D. In the event that specified vehicles are unavailable as required, the County shall attempt to make a comparable Sheriff's Office vehicle available on a temporary loan basis. The City agrees to reimburse the County for any daily use or loaned vehicle charges at County rates then in effect. Additionally, the City agrees to provide insurance coverage under a non-owned auto provision to cover such vehicles.

E. In the event of an accident, the City will submit a claim to the County, including an accident report. Upon the County's determination that the County was at fault in the accident, the County will only pay the deductible, not to exceed \$5,000 per City vehicle.

9. IDENTIFICATION FOR STAFF AND VEHICLES

The Parties shall agree upon the method of identification for vehicles used and uniforms worn by County employees providing services pursuant to this Agreement. The City shall provide at no cost to the County all City specific identification required beyond the standard County issue.

10. REPORTS

The County, through the Sheriff's Office, shall provide the City Manager on a monthly basis, with written reports addressing the services provided under this Agreement. Such reports shall include: areas of performance; crime statistics; major incidents; significant staffing issues and other information considered pertinent by the Sheriff or the City Manager.

11. TRAINING

A. The County agrees to supply experienced fully trained Sheriff's Office personnel to perform services under this Agreement.

B. The City shall provide training that is outside what is normally provided to a Deputy – Sheriff, Sergeant – Sheriff, or Lieutenant – Sheriff at no cost to the County.

C. The City shall allocate funds to pay for City specific trainings (ex. radar/lidar, DUI/FSTs, cannabis DUI investigations). The Sheriff shall credit to the City any reimbursement received by the County from the State of California Commission on Peace Officer Standards and Training, or from any other non-County funding source, for training paid for by the City.

12. STATUS OF EMPLOYEE

A. All persons employed by County to perform services under this Agreement shall be and remain County employees and shall, at all times, be under the direction and control of County. No City employee shall perform services that County is obligated to provide under this Agreement. All persons employed by County to perform services pursuant to this Agreement shall be entitled solely to the rights and privileges given to County employees and shall not be entitled, as a result of providing services required hereunder, to any additional rights and privileges given to City employees. The City shall not be responsible for County employees' contributions to PERS, OPEB, or any other benefits currently paid by the County or covered in the applicable MOU.

B. For the purpose of performing the services under this Agreement, and for the purpose of giving official status to the performance thereof where necessary, every County officer and employee engaged in the performance of any service hereunder shall be deemed to be an agent of City while performing services for City, which services are within the scope of this Agreement and are purely municipal functions. Notwithstanding the agency relationship created by this provision, City shall not be liable for any act or omission of any County officer or employee unless otherwise specifically provided elsewhere in this Agreement.

13. COMPLAINTS

County agrees to handle and respond to complaints in a courteous and timely manner. Complaints shall be processed, and records shall be maintained in accordance with the applicable law and established Sheriff's Office procedures addressing citizen complaints. Disclosure of information relative to complaints and any associated internal investigation shall be made only to the extent prescribed by applicable law.

14. CITY POWERS AND ENFORCEMENT OF CITY ORDINANCES

A. It is agreed that in performing the services pursuant to this Agreement, County shall have all the powers of City and shall receive all cooperation possible from City to enable efficient enforcement of such rules, regulations, resolutions, and/or ordinances of City that are enforced by County pursuant to this Agreement. In the event County believes that any such rule, regulation, resolution or ordinance is invalid, County shall not be obligated to enforce same until reviewed and determined to be acceptable by County Counsel; provided, however, that such decision be rendered by County Counsel within fifteen (15) days of the dispute and the County incurs its own costs and expenses associated with such review.

B. City is responsible for the validity of its rules, regulations, resolutions, and ordinances, including any ordinances or codes incorporated by reference in City's ordinance or code, and City shall defend, hold harmless, and indemnify County, its officers, agents, and employees, with respect to any lawsuit or action challenging the validity of a City ordinance or with respect to any allegation that any arrest, citation, or other action taken by County, its officers, agents, or employees was taken under an invalid City ordinance, except in those cases where the invalidity

of such ordinance is the result of actions by County, its officers or employees. In the event there is a disagreement between the County's interpretation of law as compared to the City's interpretation, and the County enforces the County's interpretation, the County shall defend, hold harmless, and indemnify City, its officers, agents, and employees, with respect to any lawsuit or action challenging the validity of that action and an any arrest, citation, or other action taken by County, its officers, agents, or employees.

15. SPECIAL EVENT SERVICES

A. At the request of City, the Sheriff may agree to provide extra law enforcement/security services for special events and functions occurring within City. As to special event services requested by City, the County shall bill City under this Agreement for the costs of such services as determined by the County. All services provided for special events shall be billed at actual costs for special event services. Costs associated with special event services are in addition to the estimated costs set forth in the Agreement.

16. MUTUAL AID

The State of California Law Enforcement Mutual Aid Plan provides the basis for emergency law enforcement operational deployment procedures within the statewide mutual aid system. The parties to this Agreement agree to abide by said Plan in support of the mutual aid system.

17. SIGNATURE AUTHORITY

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

18. COMPENSATION FOR SERVICES

A. For the period commencing on February 1, 2020 and ending January 31, 2021, the total estimated cost for provision of services set forth in this Agreement at the Standard Staffing Level is \$2,536,930 as identified in Exhibit A.

B. During the transition period, when staffing levels vary from the Standard Staffing Level the County shall prorate the cost accordingly.

19. INVOICES/PAYMENTS

On a monthly basis, the County will invoice City for all services performed under this Agreement for the preceding month. City shall pay County, within 30 days of invoice date. If City disputes the invoice amount, the City shall notify the County in writing and submit the dispute to the dispute resolution process pursuant to this Agreement.

20. FINES, FORFEITURES OF BAIL AND MISCELLANEOUS REIMBURSEMENTS

A. Fines and forfeitures of bail under Penal Code section 1463 et. seq. resulting from services performed under this Agreement shall be distributed as though the persons performing services under this Agreement were employees of City.

B. Any reimbursement received by the County from any non-County funding sources for services charged to City under this Agreement shall be credited to City, less any County administrative costs directly associated with obtaining or handling the reimbursement.

21. ASSET SEIZURES AND FORFEITURES

When assets (cash or property) are seized in City by or with support of personnel performing services under this Agreement, and such assets are subsequently forfeited to the County, the forfeited assets shall be shared with City commensurate with their level of involvement which will determine the equitable sharing percentage. The Sheriff and City Manager shall meet and mutually agree to the sharing percentages. The sharing of forfeited assets under this provision is subject to approval of the forfeiting agency (United States Attorney, State Attorney General, or County District Attorney) of the sharing arrangement and the proposed use of such assets.

22. AGREEMENT MONITORING

The Parties shall meet quarterly, or more often if needed, to review services provided under this Agreement and to resolve any operational issues.

23. INSURANCE

Each party shall be responsible for maintaining a program of insurance or self-insurance, or any combination thereof, that shall cover each party's indemnification obligations as set forth in Section 24 (Mutual Indemnification).

24. MUTUAL INDEMNIFICATION

A. In general, to the full extent permitted by law, City and the County shall each defend, indemnify and hold harmless the other as well as their respective officers, agents and employees from any claims, suits, proceedings, loss or liability, including reasonable attorneys' fees, for personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, contractors or subcontractors when performing any activities or obligations required of that party under this Agreement, except for acts or omissions performed by the County and its officers, agents and employees in strict compliance with express direction from City's governing board, officers or personnel. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement,

providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, attorney work product privilege or other applicable privilege.

B. City shall hold the County harmless for a reduction in law enforcement services resulting from labor relations actions and City's obligation to pay County shall be proportionately reduced for services not performed pursuant to this section.

25. INDEPENDENT CONTRACTORS

The Parties mutually understand that this Agreement is by and 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.

26. ASSIGNMENT/DELEGATION

Neither party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have consented.

27. CONFLICT OF INTEREST

The County and City warrant that each Party has 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 Agreement.

28. NONDISCRIMINATION

Both Parties 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.

29. NONRENEWAL

Parties acknowledge that there is no guarantee that either Party shall renew services under a new agreement following expiration or termination of this Agreement.

30. OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

The Parties' obligation under this Agreement is subject to the availability of authorized City or County funds. The Parties may terminate this Agreement, or any part thereof, 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 Agreement, or any subsequent amendment, the Parties may, upon written notice, terminate this Agreement in whole or in part.

31. GOVERNING LAW

The parties have executed and delivered this Agreement in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability, or interpretation of this Agreement. Solano County shall be the venue for any action or proceeding between the parties, in law or equity that may be brought in connection with this Agreement. Furthermore, Solano County shall be the venue for all other claims, actions or proceedings that may be brought against one or both parties by a third party.

32. OWNERSHIP AND SHARED USE OF DATA

City shall be the owner of and shall be entitled to possession of any data records generated or arising from this Agreement. Notwithstanding the preceding sentence, the County may use any data generated or arising from this Agreement for the purpose of advancing safety practices in the field, provided its use does not breach confidentiality standards or any applicable federal or state laws.

33. CONFIDENTIALITY

Pursuant to California Penal Code sections 11105 and 13300 respecting confidentiality of records including, but not limited to, criminal offender records, Parties shall restrict access to the information and prevent the unauthorized disclosure of names or identity information as prohibited by federal or state laws and not use specific information for any purpose other than carrying out their obligations under this Agreement.

34. RIGHT TO AUDIT RECORDS

Upon reasonable notice, either party shall have the right to inspect and audit records maintained by the other party relevant to this Agreement, to the extent allowed by law.

35. STATE AUDIT

Pursuant to Government Code section 8546.7, City and the County shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment by City to the County under this Agreement. City and the County shall retain all records relating to the performance of this Agreement for said three-year period, except those records pertaining to any audit then in progress, or any claim or litigation shall be retained beyond said three-year period, until final resolution of said audit, claim or litigation.

36. RECORDS REQUESTS

A. The City shall assist County with responses to all public records act requests and subpoenas related to services performed under this Agreement; however, the County shall be responsible to provide the requestor with the information necessary to meet the requirements of the request to the extent any responsive records are retained, owned, created by, or in the possession of the County.

B. The County shall respond to and make all necessary court appearances for subpoenas and motions, including but not limited to *Pitchess* motions, for all officers under its employ, supervision and/or control; provided, however, the City will respond to and make all necessary court appearances concerning an officer if the incident occurred while the officer was an employee of the City.

37. DISPUTE RESOLUTION

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If the Parties fail to resolve this matter, either Party may immediately terminate this Agreement.

38. TERMINATION

A. This Agreement may be terminated by either Party, at any time with or without cause, upon 180 days written notice to the other Party.

B. If either Party defaults in the performance of any of the responsibilities or obligations set forth in this Agreement, the non-defaulting Party shall promptly notify the other in writing. If the defaulting Party fails to cure a default within thirty (30) days after notification, or if the default requires more than thirty (30) days to cure and the defaulting Party fails to commence to cure the default within thirty (30) days after notification, then that failure shall terminate this Agreement.

C. Upon termination, City shall pay all outstanding costs not in dispute incurred by the County under this Agreement.

39. NOTICES

All notices or other communications required or permitted under this Agreement shall be in writing and shall be delivered by personal delivery, email (with delivery receipt), registered mail return receipt requested, a "Next Day Air" delivery service, or by facsimile transmission, addressed to the parties indicated below:

City of Rio Vista:

City of Rio Vista
1 Main Street
Rio Vista, California 94571
Attention: City Manager

Solano County:

Solano County Sheriff's Office
530 Union Avenue, Suite 100
Fairfield, CA 94533
Attention: Sheriff

40. WAIVER

Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right under this Agreement or any provision of this Agreement.

41. SEVERABILITY

In the event any provision of this Agreement is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of this Agreement shall remain in full force and effect.

42. SURVIVAL

All provisions of this Agreement relating to warranties, confidentiality, indemnification obligations, and payment obligations survive the termination or expiration of this Agreement.

43. CHANGES AND AMENDMENTS

This Agreement may be modified or amended upon the written mutual consent of the Parties and shall be effective only when incorporated into a written amendment.

44. CONFLICT IN THE AGREEMENT DOCUMENTS

The Agreement documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Agreement documents, the Parties agree that the provisions of the text shall prevail over any inconsistent term in any exhibit.

45. EXECUTION IN COUNTERPARTS

This Agreement may be executed in duplicate originals, each of which is deemed to be an original but when taken together shall constitute one instrument. Facsimile copies shall be deemed to be original copies.

46. ENTIRE AGREEMENT

This Agreement, including any exhibits referenced, constitutes the entire agreement between the Parties. There are no inducements, promises, terms, conditions or obligations made or entered into by the Parties other than those contained in it.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

CITY OF RIO VISTA

COUNTY OF SOLANO

By: _____
Ronald Kott, City Mayor

By: _____
Birgitta E. Corsello, County Administrator

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Mona G. Ebrahimi, City Attorney

By: _____
Carrie Scarlata, Asst. County Counsel

ATTEST:
Rio Vista City Clerk

By: _____

Exhibit A

February 1, 2020 through January 31, 2021					
Total FTE		1	2	9	
		Step 5	Step 5	Step 3	
		LT	SGT	Deputy ^a	
1110	Wage	157,241	274,306	906,752	
1141	Shift	-	-	-	
1210	PERS	50,003	81,716	237,687	
1213	OPEB	3,175	5,534	18,351	
1220	FICA	2,280	3,977	13,148	
1230	Health	19,536	39,072	175,824	
1231	Vision	168	336	1,512	
1241	LTD	604	-	-	
1250	UI	237	414	1,367	
1260	Dental	1,236	2,472	11,124	
1290	Life	392	130	585	
2012/2026	Uniform/cell	1,500	2,400	10,800	
5040	POB	4,356	7,593	24,881	
Salary and Benefits		240,728	417,950	1,402,032	
Sub-Total		240,728	417,950	1,402,032	\$ 2,060,710
OVERHEAD					
Cnt Ad. OH (3710)	6,187	6,187	12,374	55,683	
Liability Ins. (2051)	4,054	4,054	8,108	36,486	
W.Com.Ins (1240)	6,521	6,521	13,042	58,689	
Overhead and Insurance		16,762	33,524	150,858	201,144
Sub-Total		257,490	451,474	1,552,890	\$ 2,261,854
RELIEF					
Overtime\$/hr		-	95	70	
FTE		-	2	9	
Relief hours/FY		-	260	260	
Relief Cost		-	49,400	163,800	213,200
Sub-Total		257,490	500,874	1,716,690	\$ 2,475,054
Indirect cost	2.50%	6,437	12,522	42,917	61,876
Total		263,927	513,396	1,759,607	\$ 2,536,930
TOTAL DEPLOYMENT COST 12 months (salary/benefit/oh/ins) no material					\$ 2,536,930
a -1.0 FTE canine handler					

Exhibit B

Facility, Equipment and Supplies provided by City

includes but is not limited to:

Facility

Rio Vista Police Station

Equipment

Vehicles equipped as required by County for performance of services

Canine with equipment

Mobile Computers

Mobile Radios

Desktop Computers


Miscellaneous supplies

**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	Pro-posed	Change
Sheriff-Rio Vista	TBD	116100	NEW	Lieutenant-Sheriff	01/26/20	7.00	7.00	8.00	1.00
Sheriff-Rio Vista	TBD	515030	NEW	Sergeant-Sheriff	01/26/20	19.00	17.00	21.00	2.00
Sheriff-Rio Vista -	TBD	513030	NEW	Deputy Sheriff	01/26/20	106.00	91.00	115.00	9.00



Director of Human Resources

12/27/2019

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

Agenda #:	11	Status:	Consent Calendar
Type:	Resolution	Department:	Resource Management
File #:	19-992	Contact:	Matt Walsh, 784-6765
Agenda date:	01/07/2020	Final Action:	
Title:	Adopt 2 resolutions nominating Cache Slough and the Dixon Agricultural Service Area as new Priority Conservation Areas and direct staff to submit these resolutions to the Association of Bay Area Governments and Metropolitan Transportation Commission for their adoption		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Cache Slough Resolution, B - Dixon Agricultural Service Area Resolution, C - Link to the September 10, 2019 Board Item		

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

Published Notice Required? Yes ☐ No ☒

Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

The Department of Resource Management recommends that the Board of Supervisors:

1. Adopt 2 resolutions nominating Cache Slough and the Dixon Agricultural Service Area as new Priority Conservation Areas (PCA), and
2. Direct staff to submit these resolutions to the Association of Bay Area Governments (ABAG) and Metropolitan Transportation Commission (MTC) for their adoption.

SUMMARY:

ABAG is currently accepting resolutions from local counties and cities who wish to propose new PCAs within its jurisdiction. The Board approved both the Cache Slough area and Dixon Agricultural Service Area as new PCAs at its meeting on September 10, 2019. As required by ABAG, Solano County submitted Letters of Interest to ABAG on September 13, 2019. To finalize the nomination process, local agency adopted resolutions must be submitted by January 16, 2020.

FINANCIAL IMPACT:

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

DISCUSSION:

Background

A complete background discussion on the PCA program can be found in the attached link to the staff report from September 10, 2019, should the Board wish to review.

On September 10, 2019, the Board considered multiple potential PCA sites, including those recommended by staff at the time and those discussed in the Solano Transportation Authority (STA) PCA Study that was conducted in 2016. After taking public testimony, the Board ultimately decided to propose the Cache Slough area and the Dixon Agricultural Service Area as new PCAs and propose a boundary adjustment to the Tri City and County Area PCA to incorporate lands of the future Pacific Flyway facility. Letters of Interest reflecting this direction were submitted to ABAG/MTC on September 13, 2019.

In order to finalize the nomination process, Board adopted resolutions reflecting the proposed new PCAs must be submitted to ABAG/MTC by January 16, 2020. Boundary adjustments to existing PCAs are not required to have resolutions submitted.

Proposed New PCAs

The following provides a brief description of the two new PCAs that the Board authorized on September 10, 2019.

Cache Slough

The Cache Slough area is located in the southeastern portion of Solano County. The boundaries are generally described as the unincorporated area of Solano County within the legal Delta boundary as defined by the 1959 Delta Protection Act, except for Ryer Island. Cache Slough is within the Primary Zone of the Delta Protection Commission's Land Use & Resource Management Plan pursuant to the 1992 Delta Protection Act. The Solano County General Plan designates the area as Agriculture with a Resource Conservation Overlay and a Priority Habitat Area. The Cache Slough area is approximately 65,586 acres (or 102.5 square miles). The existing land uses in the area are predominately cattle ranching and crop production. Designation of this area as a PCA may provide for future funding to utilize for infrastructure improvements and preservation of agricultural lands.

Dixon Agricultural Service Area

The Dixon Agricultural Service Area is an area northeast of the City of Dixon, and was originally included in the STA PCA Study in 2016, though on September 10, 2019, the Board chose to nominate a more limited boundary as reflected in the County's General Plan and zoning ordinance. The Solano County General Plan provides a more refined boundary of approximately 500 acres. The General Plan limits this area to agricultural service and processing uses that serve the area's farming economy and provide more "value-added" aspects to the local agricultural economy. Protection and promotion of this area as an area limited to agriculture, with an emphasis on agricultural processing and service uses greatly enhances and strengthens the local agricultural economy.

ALTERNATIVES:

The Board could choose not to adopt and submit resolutions, for either proposed PCA. This alternative is not recommended because nominating these two areas as PCAs reflects the Board's direction at its meeting of September 10, 2019.

OTHER AGENCY INVOLVEMENT:

ABAG is the approving agency for any newly proposed PCAs.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2019 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS TO NOMINATE CACHE SLOUGH TO THE ASSOCIATION OF BAY AREA GOVERNMENTS & METROPOLITAN TRANSPORTATION COMMISSION FOR ADOPTION AS A PRIORITY CONSERVATION AREA

Whereas, the Metropolitan Transportation Commission (MTC) and the Association of Bay Area Governments (ABAG) are preparing Plan Bay Area 2050 (the Plan), a long-range plan charting the course for the future of the nine-county San Francisco Bay Area; and

Whereas, the Plan will serve as the Bay Area's Regional Transportation Plan and Sustainable Communities Strategy, outlining strategies for growth and investment through the year 2050; and

Whereas, ABAG and the MTC are creating a Regional Growth Framework to be used in the Plan; and

Whereas, this Framework includes locally nominated Priority Conservation Areas (PCAs) as locations to coordinate local and regional planning for the conservation of regionally significant open space, farmland, habitat and trails, and to increase public health and active transportation; and

Whereas, jurisdictions with PCAs have access to regional funding that is dedicated to plans and infrastructure improvements in PCAs; and

Whereas, Cache Slough consists of approximately 65,500 acres of natural landscapes and agricultural lands, providing benefit to water supply and quality, and serving as a terrestrial ecosystem, aquatic ecosystem, and agricultural resources benefit.

Resolved that the Solano County Board of Supervisors submit a nomination to ABAG and MTC to designate Cache Slough as a PCA.

Passed and adopted by the Solano County Board of Supervisors on January 7, 2020, by the following vote:

AYES: Supervisors _____

NOES: Supervisors _____

EXCUSED: Supervisors _____

_____, Chair
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 TO NOMINATE THE
DIXON AGRICULTURAL SERVICE AREA TO THE ASSOCIATION OF BAY AREA
GOVERNMENTS & METROPOLITAN TRANSPORTATION COMMISSION FOR ADOPTION AS A
PRIORITY CONSERVATION AREA**

Whereas, the Metropolitan Transportation Commission (MTC) and the Association of Bay Area Governments (ABAG) are preparing Plan Bay Area 2050 (the Plan), a long-range plan charting the course for the future of the nine-county San Francisco Bay Area; and

Whereas, the Plan will serve as the Bay Area's Regional Transportation Plan and Sustainable Communities Strategy, outlining strategies for growth and investment through the year 2050; and

Whereas, ABAG and the MTC are creating a Regional Growth Framework to be used in the Plan; and

Whereas, this Framework includes locally nominated Priority Conservation Areas (PCAs) as locations to coordinate local and regional planning for the conservation of regionally significant open space, farmland, habitat and trails, and to increase public health and active transportation; and

Whereas, jurisdictions with PCAs have access to regional funding that is dedicated to plans and infrastructure improvements in PCAs; and

Whereas, the Dixon Agricultural Service Area is mapped and incorporated into the Solano County General Plan and provides for uses directly related to and which serve commercial agriculture; and

Whereas, the Dixon Agricultural Service Area meets the PCA designations of natural landscaping and agricultural lands and provides direct benefit to agricultural resources and the economy

Resolved that the Solano County Board of Supervisors submit a nomination to ABAG and MTC to designate the Dixon Agricultural Service Area as a PCA.

Passed and adopted by the Solano County Board of Supervisors on January 7, 2020, by the following vote:

AYES: Supervisors _____

NOES: Supervisors _____

EXCUSED: Supervisors _____

_____, Chair
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk

Item # 11
File # 19-992

The following document can be accessed via the link in the list below, in addition to being on file with the Clerk of the Board.

[September 10, 2019 Board Agenda Item](#)



Solano County

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

Agenda Submittal

Agenda #:	12	Status:	Consent Calendar
Type:	Appointment	Department:	Board of Supervisors
File #:	20-2	Contact:	Judi Booe, 784-6131
Agenda date:	01/07/2020	Final Action:	
Title:	Approve the appointment of Gary Vitali as a Director of the Collinsville Levee Maintenance District for a term to expire January 7, 2024		
Governing body:	Board of Supervisors		
District:	District 5		
Attachments:			

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

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

DEPARTMENTAL RECOMMENDATION:

Supervisor Skip Thomson requests that the Board of Supervisors approve the appointment of Gary Vitali as a Director of the Collinsville Levee Maintenance District for a term to expire January 7, 2024.

SUMMARY/DISCUSSION:

On July 4, 2014 a catastrophic fire erupted in the Collinsville Area destroying 8 homes and leaving dozens of residents without vital assets and irreplaceable possessions.

Following the fire, the County of Solano initiated a process to help Collinsville residents rebuild their homes and evaluate the management of their community. During this process it was discovered that the management of the Collinsville Levee District was not in accordance with the governing statutes.

Water Code section 70074 requires two Directors to conduct business. Furthermore, Directors must own property in Collinsville and be Collinsville residents. Following a comprehensive review of the District's current membership, County Counsel determined that the one existing Director was not a Collinsville resident.

Supervisor Skip Thomson requests that the Board appoint Gary Vitali as a Director of the Collinsville Levee Maintenance District. He is strongly endorsed by Collinsville residents and offers many years of experience in agriculture, water resource and levee management. He also meets the statutory requirements necessary to serve as a Director of the District.

As Collinsville residents continue to recover from the devastating fire, it is vital that they have the resources and management structures needed to rebuild a functional and growing community. The appointment of this individual fills the vacancy of Director Sue Rodway who has moved away from the Collinsville area.



Solano County

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

Agenda Submittal

Agenda #:	13	Status:	Consent Calendar
Type:	Appointment	Department:	County Counsel
File #:	19-991	Contact:	Dan Wolk, 784-6150
Agenda date:	01/07/2020	Final Action:	
Title:	Approve the appointments of Page Baldwin, Jr. and Mark Young as Trustees of Reclamation District No. 2084 for terms to expire at noon on December 1, 2023		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Reclamation District No. 2084 Correspondence, B - Call for Election Petitions, C - Notice of No Election		

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

Published Notice Required? Yes ____ No X

Public Hearing Required? Yes ____ No X

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board approve the appointments of Page Baldwin, Jr. and Mark Young as Trustees of Reclamation District No. 2084 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. 2084 (District) has a three member Board of Trustees, and the terms of two of the Trustees are expiring. 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. In addition, the District received no petition requesting that an election be held.

Accordingly, the District's Board of Trustees requests the Board of Supervisors appoint Page Baldwin, Jr. and Mark Young as Trustees for terms of four years, pursuant to Water Code section 50742. They appear to be qualified and are currently serving as trustees.

FINANCIAL IMPACT:

There is no cost to the County involved in making these appointments.

ALTERNATIVES:

The Board could choose not to make these appointments. This option is not recommended as the proposed trustees are qualified and requested by the District, and the law requires appointments.

OTHER AGENCY INVOLVEMENT:

Reclamation District No. 2084 requested this action.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

December 4, 2019

VIA ELECTRONIC MAIL (TTCCC@SOLANOCOUNTY.COM)

Solano County Board of Supervisors
Clerk of the Board
675 Texas Street, Suite 1900
Fairfield, CA 94533

Re: Reclamation District No. 2084 - Request for Appointment

Honorable Board of Supervisors:

The terms of 2 members of the Reclamation District No. 2084 Board of Trustees expire in 2019, and are up for election this year. As of the deadline for Nominating Petitions to be filed, the number of petitions submitted did not exceed the number of seats up for election, and so no election was held. Proofs of publication of a Notice of Election and Call for Nominating Petitions and a Notice of No Election are attached.

Nominees Mark Young and Paige Baldwin filed timely Nominating Petitions and are qualified to serve as Trustees of the District. Pursuant to Water Code § 50742, Reclamation District No. 2084 now respectfully requests that the Board of Supervisors appoint those persons to fill the position of Trustee.

Thank you for your assistance. Please contact me with any questions.

Very truly yours,

DOWNEY BRAND LLP



Rebecca R.A. Smith

RAS

1598692.1

NOTICE OF ELECTION & CALL FOR NOMINATION PETITIONS FOR TRUSTEES OF RECLAMATION DISTRICT NO. 2084

NOTICE IS HEREBY GIVEN that Reclamation District No. 2084 shall hold an election on December 18, 2019, for the purposes of election Trustees to two open seats on its Board of Trustees. Nominating Petitions for the position of Trustee may be obtained by writing to the District at 3362 Liberty Island Road, Rio Vista, California, 94571. Nominating Petitions may be filed by mail at the above address from September 17, 2019, through October 25, 2019, at 5 pm. If a nominating petition is submitted by mail, it must be received by the District no later than October 25, 2019.

If the number of candidates is less than or equal to than the number of available seats, no election will be held and the positions will be filled by appointment, pursuant to Water Code section 50740.

DATED: 10/14/19

Kim Erickson

Secretary of the Board

Reclamation District No. 2084

DR# 00034079

Published: October 23, 2019

**NOTICE OF NO ELECTION AND REQUEST FOR APPOINTMENT
RECLAMATION DISTRICT NO. 2084**

NOTICE IS HEREBY GIVEN that as of the nominating deadline, the number of candidates for Trustee of Reclamation District No. 2084 did not exceed the number of available seats, and no petition for election was received. Therefore, the District will request that the County fill the open positions by appointment, pursuant to Water Code section 50741.

DATED:_____

Kim Erickson
Secretary of the Board of Trustees
RD 2084



Solano County

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

Agenda Submittal

Agenda #:	14	Status:	Regular Calendar
Type:	Presentation	Department:	County Administrator
File #:	20-20	Contact:	Matthew A. Davis, 784-6111
Agenda date:	01/07/2020	Final Action:	
Title:	Receive a presentation of the 2019 Annual Report		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Solano County 2019 Annual Report		

Date:	Ver.	Action By:	Action:	Result:
Published Notice Required?	Yes ____ No <u>X</u>			
Public Hearing Required?	Yes ____ No <u>X</u>			

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors receive a presentation on the County of Solano 2019 Annual Report.

SUMMARY/DISCUSSION:

Each year the County Administrator's Office prepares an annual report designed to provide information to the public and employees regarding the activities and accomplishments of County government during the current calendar year. The 2019 Annual Report is a six-page full-size brochure that showcases a sampling of the activities that support the vision, mission and goals adopted by the Board of Supervisors in 2006 and reviewed and validated in January 2013.

FINANCIAL IMPACT:

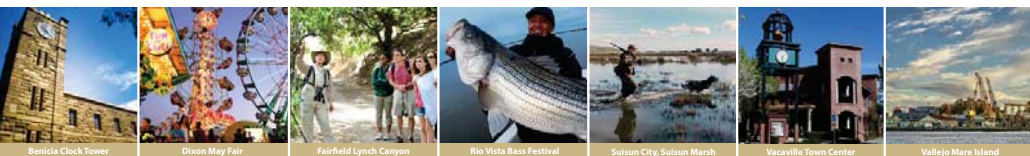
The cost of producing the 2019 Annual Report is \$4,206, a General Fund expense that was included in the FY2019/20 Adopted Budget.

ALTERNATIVES:

The Board could decide not to receive the presentation.

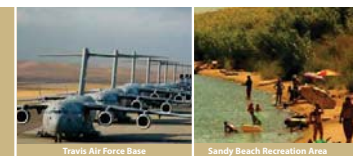
OTHER AGENCY INVOLVEMENT:

County Administrator's staff has worked with all County departments in preparation of the 2019 Annual Report.



IMPROVE THE HEALTH AND WELLBEING OF THOSE WHO LIVE AND WORK HERE

Solano County is committed to the improvement of health and wellness of all those who live and work in our community and has quality programs and services to support these goals



Dear Residents of Solano County—

On behalf of the Solano County Board of Supervisors and County staff, we are pleased to present our 2019 annual report. We remain committed to providing residents with programs and services that promote resiliency, self-sufficiency and local-control, in addition to ensuring the health, safety and wellbeing of everyone who lives, learns, works and plays in Solano County.

On January 29, 2019, the Solano County Sheriff's Office, in coordination with the Department of General Services, opened the new SB 1022 Rourke Vocational Training Center. Located at the Sheriff's campus in Fairfield, the 39,000 square-foot facility features an educational building, equipped with classrooms, vocational training spaces and instructor-led program areas. The center works to prepare the currently incarcerated with the skills necessary to become self-sufficient when they re-enter society and the local workforce.

Now in its second year, the Solano County Mobile Food Pharmacy continues to promote health and wellness through the delivery of thousands of pounds of fresh fruits and vegetables. The program fills food prescriptions for patients at the Family Health Services clinics in Fairfield, Vacaville and Vallejo and has given patients the ability to become resilient against preventable diseases, including high blood pressure, stroke and diabetes. The program, which has been made possible through grant funding from the Yocha Dehe Wintun Nation, has been recognized for awards by the National Association of Counties and California State Association of Counties.

Summer 2019, construction and tenant improvement work began on the First 5 Center in Vallejo. The new center will provide families with children a safe space to play while center staff and on-site partners connect families to locally-controlled community resources, including healthcare, job and vocational training, child care and many others—all in a convenient, free, one-stop-shop. The new First 5 Center is anticipated to open in January, 2020.

Fall 2019 had four Pacific Gas and Electric Public Safety Power Shutoff (PSPS) events in Solano County, affecting more than 25,000 customers. The Solano County Sheriff's Office of Emergency Services, in coordination with all County departments, helped Solano County residents prepare for and stay safe during PSPS events through an extensive radio, online and social media public safety campaign. The outreach efforts, including radio, social media and use of the County's Alert Solano emergency notification system, helped families to prepare for what to expect prior to, during and after PSPS events.

As we end 2019, we invite you to explore our annual report at the County's website, www.SolanoCounty.com, where you will find many more accomplishments. We thank our employees, community partners, the seven cities and Travis Air Force Base for everything they do, for the programs and services they provide, and for making Solano County a wonderful place to live, learn, work and play.

Eric Hannigan
Chairwoman,
District One Supervisor

Birgitte E. Conelle
County Administrator

CONNECTING VETERANS TO THEIR BENEFITS

Solano County is home to more than 34,000 veterans, 90,000 of their dependents and men, women and families stationed at Travis Air Force Base. The County's Veteran Service Office (VSO) helped more than 15,000 veterans gain access to their benefits in 2019, filing more than 9,500 claims for compensation and pension, resulting in \$24 million in new dollars to veterans. Solano County VSO has also been recognized once again as the number one VSO in the state, with more than 37.5% of veterans in Solano County using their services. All Solano County veterans are encouraged to access the VSO for assistance with a variety of benefit claims, including college tuition fee waivers, health and medical care, dependent issues, veterans court and housing referrals. Call the VSO at (707) 784-6590.

NEW FIRST 5 CENTER IN VALLEJO - CURRENTLY UNDER CONSTRUCTION

First 5 Solano has begun construction of a new First 5 Center in Vallejo, located at 3375 Sonoma Boulevard. The First 5 Center will be an innovative hub to engage families and allow children to play, learn and grow. Parents and caregivers will find a safe and welcoming environment where they can participate in parent-child interaction activities, receive information and holistic support to meet family needs and be connected to appropriate resources in the community. Community partners will provide on-site programs and services, all at no cost. The center is anticipated to open in January 2020. Follow the construction progress @Facebook.com/First5Solano.



MOBILE FOOD PHARMACY RECEIVES RECOGNITION

Solano County Health and Social Services, Public Health division, has expanded the Mobile Food Pharmacy, Food Rx program to serve an additional Federally Qualified Health Center, including Community Medical Centers, Inc. This clinic is in addition to the Solano County clinic locations already being served. Over the past year, the Mobile Food Pharmacy has provided more than 6,000 households with 93,505 pounds of fresh fruits and vegetables and won two prestigious awards, including the National Association of County Governments (NACo) National Achievement Award in the health category and the California State Association of Counties (CSAC) Challenge Award.



NEW VALLEJO MAKERY SPACE ENCOURAGES INNOVATION

Solano County Library Services opened the brand new Makery Space to the public at the John F. Kennedy branch in Vallejo in August. The Makery Space—where science, art and technology meet—is a collaborative space that is free and open to teens and adults. The Library provides structured programs and drop-in use hours so that adults and teens have access to technology, and can use the space to learn, grow and create with others. Solano County, along with nine other libraries, were chosen to take part in the state-wide cohort and participate in this exciting multi-year grant.

PROBATION CHANGING LIVES

Solano County Probation is protecting the public through innovative programs which seek to reduce reoffending. Probation officers trained in cognitive behavioral interventions and supervision techniques have been shown to be effective in increasing positive behavior change. The department operates two Centers for Positive Change (CPC) offering clients cognitive, behavioral, substance abuse and mental health treatment, job readiness, vocational training and a full-service charter high school. Probation CPCs graduated 72 high-risk individuals in 2019.

PROGRAM ACHIEVES HOUSING SELF-SUFFICIENCY

Solano County Health and Social Services, Child Welfare division, participated in a two-year Bringing Families Home (BFH) pilot program designed to help reduce the number of families and children in the child welfare system. The program helps families currently experiencing homelessness, and those at-risk of experiencing homelessness, with tools to help promote housing self-sufficiency. To date, Solano County Child Welfare Services, through the BFH pilot program has successfully housed 29 families, with 25 families achieving housing self-sufficiency.

NEW TECHNOLOGY REMINDS CLIENTS OF APPOINTMENTS

The Solano County Public Defender and Alternate Defender's Office partnered with software provider, Uptrust, to provide text message reminders to clients to help reduce failures to appear in court. Like those used by doctors and dentists, text reminders have been proven to increase attendance at court dates, which reduces costs to criminal justice agencies in issuing and serving warrants and jail costs when those defendants are later incarcerated.

TOM HANNIGAN HONORED BY TRAIN STATION DEDICATION

On September 27 officials gathered to recognize Assemblymember Tom Hannigan by renaming the "Fairfield-Vacaville Hannigan station" in his honor. The train station, which serves approximately 3,600 passengers per month, is the newest stop along the Amtrak-operated Capitol Corridor route, linking passengers between Sacramento and the San Francisco Bay Area. Hannigan is remembered for his forethought in championing the creation of the Capitol Corridor, the highest performing train route in California.

MANAGING PUBLIC SAFETY DURING PSPS EVENTS

The Solano County Sheriff's Office of Emergency Services (OES) helped Solano County residents face a new challenge this year, including preparing for and staying safe during Pacific Gas and Electric's (PG&E) Public Safety Power Shutoff (PSPS) events. Due to extreme fire conditions, PG&E proactively shut off power four times in Solano County, including in June and three times in October. More than 25,000 Solano County customers were affected, some were without power for up to five days. Solano OES helped residents prepare for PSPS events through an extensive Facebook, Alert Solano, and public outreach campaign.

25,000 people



have already signed up to receive real-time emergency notifications from Alert Solano, including natural disasters, severe weather and evacuations. Visit www.AlertSolano.com.

HELPING REPLACE FOOD AFTER POWER OUTAGES

More than 38,000 individuals rely on CalFresh benefits for nutritious food in Solano County. The Solano County Department of Health and Social Services, Employment and Eligibility division, in response to the October Pacific Gas and Electric Public Safety Power Shutoff events, helped more than 300 families replace food that had spoiled. Many of the clients were families with children, elderly and/or disabled individuals who rely on their CalFresh benefits for food to make ends meet on a fixed income.

WORKING TO PROTECT THE LIVES OF ANIMALS

The Solano County Sheriff's Office, Animal Services division is dedicated to protecting the lives of animals in Solano County. In 2019 staff launched new programs and services that have saved the lives of feral cats and assisted the homeless with making sure their pets are vaccinated, micro-chipped and sterilized. The division has also hosted a series of successful "clear the shelter" pet adoption events. Because of their efforts, Solano County Animal Services successfully adopted out 1,751 cats and dogs. Additionally, the animal shelter has an overall goal of becoming one of only a handful, no-kill shelters in the state of California.



5th ANNUAL HEALTH FAIR DRAWS A CROWD

The Solano County Family Justice Center, led by the District Attorney's Office, hosted its 5th annual Health Fair in October in downtown Fairfield. The event attracted more than 750 visitors and promoted health and wellness for everyone who lives, learns, works and plays in Solano County. The event featured free medical, dental and vision screenings, as well as free immunizations and the opportunity to connect with 98 local vendors, all showcasing the health and wellness resources available in Solano County.



REGISTRAR OF VOTERS TESTS NEW VOTING EQUIPMENT

On October 16 the Solano County Registrar of Voters hosted a mock election designed to give Solano County residents an opportunity to try out the County's new voting equipment in preparation for the March 3 Primary and November 3, 2020 General Elections. County officials received feedback from poll workers and voters on ways to streamline the process. More than 500 Solano County residents voted to determine their favorite Disney character (Tinker Bell) and ice cream (mint chocolate chip).

NEW SHERIFF VOCATIONAL TRAINING CENTER

The Solano County Sheriff's Office, in coordination with the Department of General Services, completed construction of the new Rourke Vocational Training Center in January 2019. Located at the Sheriff's Claybank site in Fairfield, the 39,000 square-foot facility features an educational building equipped with classrooms, vocational training spaces and instructor-led program areas, all designed to help prepare the currently incarcerated with future employment skills.

14th ANNUAL CENTENARIAN CELEBRATION

On September 24 the Solano County Board of Supervisors, with support of the Solano County Department of Health and Social Services and the Senior Coalition of Solano County, celebrated the lives and stories of our most senior residents, our centenarians. Together with their families and caregivers, the Board hosted a reception where they got tips on living to 100 years and beyond. The County recognized 54 centenarians, representing more than 5,483 years of life experience.

Reta Wills is the County's oldest living Centenarian at 108 years old



RESPONSIBLE AND SUSTAINABLE LAND USE

The Board of Supervisors considers the environment when creating policy and works to create a place where people may choose to live, work and play that respects and protects our precious natural resources

WETLAND PRESERVE PROTECTS ENDANGERED SPECIES

In October the Solano County Department of Resource Management, through a public-private partnership between the state, local agencies and Westervelt Ecological Services, established a new 460-acre wetland habitat, known as the Tule Red Tidal Wetland, along the Grizzly Island Wildlife Area in the Suisun Marsh. By opening a levee and subjecting the area to tidal influence, the Tule Red Tidal Wetland provides critical habitat to benefit endangered fish and wildlife species.



AG TOUR HIGHLIGHTS SUSTAINABILITY

In April the Solano County Agricultural Advisory Committee hosted an Ag Tour highlighting the importance of agricultural sustainability in Solano County. Tour participants visited walnut, vegetable and livestock producers who showcased their unique perspectives on farming in Solano County. Topics of discussion included how issues like groundwater sustainability, changes in land use and state policies might influence the long-term sustainability of Solano's agricultural industry and crop values.



IMPROVED VISITOR EXPERIENCE AT BELDEN'S LANDING

The Solano County Department of Resource Management, Parks and Recreation division, through a partnership with Suisun Resource Conservation District and California Fish and Wildlife Foundation to improve the visitor experience and restore the wetland area at Belden's Landing. Work included the installation of a fish composting station with bait cutting table and the removal of invasive vegetation. The grant will also lead to the installation of a kayak launch dock and an interpretive walkway.

200,000 visitors

Solano County Parks have continued to see park visitation levels at approximately 200,000 visitors annually for the past 5 years.



STEWARDSHIP OF OUR COMMUNITY

The Board of Supervisors make strategic investments in programs, services and infrastructure improvements for County residents of today and tomorrow

PREPARING FOR THE 2020 CENSUS COUNT

In preparation for the 2020 Census the Solano County Department of Resource Management, Planning Services division, has partnered with the Solano Economic Development Corporation to establish a Complete County Committee (CCC). The CCC membership includes local City and County departments and agencies including the Office of Education, Children's Network of Solano County, Food Bank of Contra Costa and Solano, NorthBay Healthcare, La Clinica and the United Way. An accurate and complete count will ensure California receives its fair share of federal funding and Congressional representation. For every 1 percent of the statewide population that does not complete a Census questionnaire, approximately \$5 million in potential revenues to Solano County is lost annually, which goes to fund essential services including health and social services, educational programs, transportation and infrastructure.



PRESCRIPTION DRUG TAKE BACK DAYS

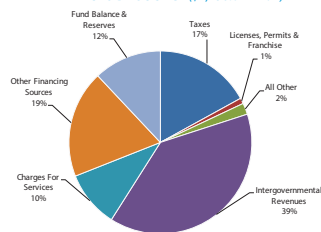
The Solano County Department of Resource Management, Planning Services division, led the county-wide effort to coordinate participation in two U.S. Drug Enforcement Administration sponsored Prescription Drug Take Back Day events throughout Solano County. The public brought their unwanted, unneeded or expired prescription drugs for free, safe and convenient disposal. The events successfully received thousands of pounds of medications from more than 1,446 households throughout Solano County.

FISCAL RESPONSIBILITY

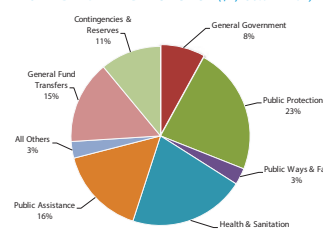
Solano County strives to provide programs and services for our residents that use taxpayer dollars responsibly and sustainably as part of a balanced budget

FISCAL YEAR 2019-2020 ADOPTED BUDGET

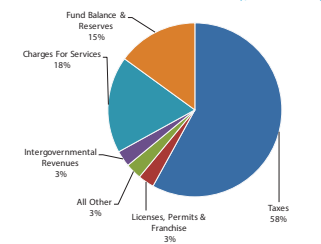
REVENUES BY SOURCE (\$1,130.6 million)



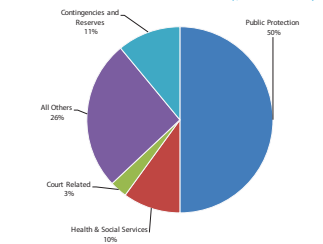
SPENDING PLAY BY FUNCTION (\$1,130.6 million)



GENERAL FUND MEANS OF FINANCING (\$303.8 million)



GENERAL FUND SPENDING PLAN (\$303.8 million)

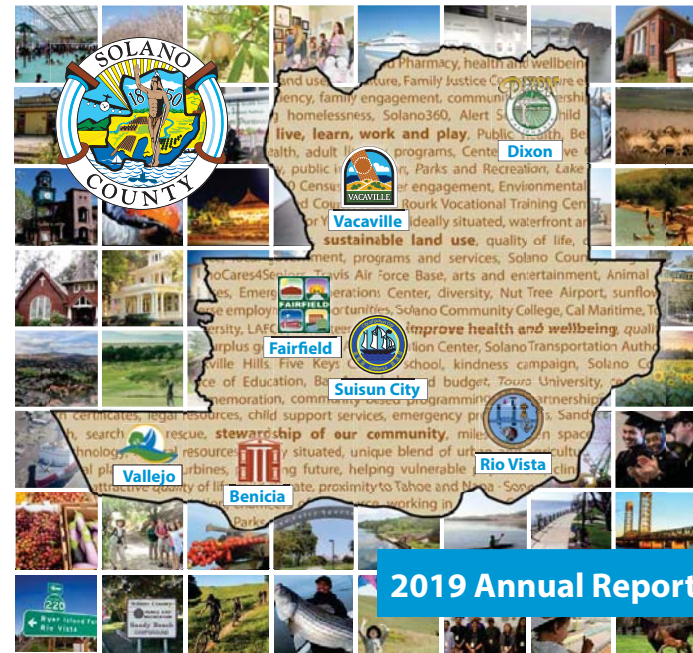


A BALANCED BUDGET

On June 18, 2019, the Board of Supervisors adopted a comprehensive and balanced budget of more than one-billion-dollars, making us financially positioned to provide the programs and services necessary to help Solano County residents thrive. This is accomplished, in part, due to our diverse economic base, proximity to the job markets in the greater Sacramento and Bay Areas, and the County's fiscally prudent management policies. The public can access the County's budget on the County Administrator's page of the County website at www.SolanoCounty.com/Depts/County_Admin.

GOVERNMENT FINANCE OFFICERS ASSOCIATION AWARD FOR EXCELLENCE IN FINANCIAL REPORTING FOR FY2017/18

The Government Finance Officers Association awarded a Certificate of Achievement for Excellence in Financial Reporting to the County of Solano and the Auditor-Controller's Office for the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2018. This award is the highest form of recognition in governmental accounting and financial reporting. This award recognizes the County's CAFR for achieving transparency and full disclosure in financial reporting. The County's annual financial documents, including the award-winning CAFR can be found at www.SolanoCounty.com/Depts/Auditor.



2019 Annual Report



Erin Hannigan
District 1

Monica Brown
District 2

Jim Sperling
District 3

John Vasquez
District 4

Skip Thomson
District 5

675 Texas Street, Fairfield, CA
www.SolanoCounty.com

County Administrator's Office | 675 Texas Street, Ste. 6500, Fairfield, CA 95433
(707) 784-6100 or (866) 7-SOLANO | fax (707) 784-7975 | www.SolanoCounty.com
Contact Matthew Davis at (707) 784-6111 and MDavis@SolanoCounty.com



Get social with us! Explore all of our social media portals when you visit www.SolanoCounty.com and click "Get Social."



Solano County

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

Agenda Submittal

Agenda #:	15	Status:	Regular Calendar
Type:	Miscellaneous	Department:	Board of Supervisors
File #:	19-1000	Contact:	Jeanette Neiger, 784-6125
Agenda date:	01/07/2020	Final Action:	

Title: Consider the following:

- A. Nomination and election of Chair
- B. Nomination and election of Vice-Chair
- C. Nomination and election of Chair Pro Tem
- D. Seating selection at the dais
- E. Presentation to outgoing Chair
- F. Remarks by Supervisors

Governing body: Board of Supervisors

District: All

Attachments:

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



Solano County

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

Agenda Submittal

Agenda #:	16	Status:	Regular Calendar
Type:	Appointment	Department:	Board of Supervisors
File #:	19-1001	Contact:	Jeanette Neiger, 784-6125
Agenda date:	01/07/2020	Final Action:	
Title:	Consider Board of Supervisors' appointments to various boards, commissions and committees for 2020		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - 2020 Requested Appointments, B - 2019 Appointment List, C - Summary of Committees and 2019 Appointments		

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

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

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors consider appointments to various boards, commissions and committees for 2020.

SUMMARY:

At the beginning of each year, the Board of Supervisors considers appointments of the supervisors to various boards, commissions and committees. Please find the following documents attached:

- 1) 2020 Requested Appointments (Attachment A) - reflects Board member requests of board assignments for 2019.
- 2) 2019 Appointment List (Attachment B) - reflects the current 2019 Board assignments.
- 3) Summary of Committees and 2019 Appointments (Attachment C) - provides a brief purpose description for the various Board committees with current appointed Board members and the County support staff associated with the respective committee.

FINANCIAL IMPACT:

The costs associated with meeting attendance for each Board appointment is included in the supervisorial districts and associated departmental support budgets. Some appointments have reimbursement for travel and/or meeting stipends which are identified on the *Board of Supervisors Appointments* document under "Compensation" and reported as required in Government Code 53232.3(d).

DISCUSSION:

At the beginning of each year, the Board of Supervisors considers appointments of the supervisors to various boards, commissions and committees. These boards, commissions and committees are national, state, regional, and countywide in nature, while others are Board committees.

The Board of Supervisors' Committees are formed at the direction of the Board of Supervisors and are advisory in nature. They are made up of two Board members and the role of each committees is to study matters and report back and/or make recommendations to the Board of Supervisors. Board committee commitment of County resources, including inquiry/research by support staff and commitment of resources for individual Board member initiatives requires a majority approval from the Board of Supervisors.

The attached *2019 Appointments List* reflect current support staff contact information for each board, commission and committee, as well as the appointment date, term lengths and meeting times. The appointment lists also indicate whether compensation is provided to the appointee and whether a Statement of Economic Interest is required.

The attached *2020 Requested Appointments* is a consolidation of requests by the supervisors for 2020 appointments. The appointments shown in blue on the attachment indicate that the supervisor has requested to remain in the appointment. The appointments shown in red or green indicate a request by a supervisor for a change in that appointment. In summary, the following three requests for changes were received from the supervisors:

- 1) Supervisor Hannigan has requested to be appointed as an Alternate to the Local Agency Formation Commission. Supervisor Thomson is currently appointed as the Alternate member. Two primary appointments and one alternate appointment is required by this commission.
- 2) Supervisor Brown has requested to be appointed to the Legislation Committee and to the Solano Land Trust.
- 3) Supervisor Vasquez has requested to be removed from the Legislation Committee and from the Solano Land Trust.

ALTERNATIVES:

The Board could choose not to appoint any representatives at this time.

OTHER AGENCY INVOLVEMENT:

The County Administrator's Office was involved in the preparation of this report.

2019 BOARD OF SUPERVISORS APPOINTMENTS

2 CCR 18702.59(b)(3)/Form 806

Committee	Contact Information	District 1 Supervisor Hannigan	District 2 Supervisor Brown	District 3 Supervisor Spring	District 4 Supervisor Vasquez	District 5 Supervisor Thomson	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required
NATIONAL												
NACO		Primary	Primary	Primary	Primary	Primary	Jan. 8, 2019	1 year				
REGIONAL/STATE												
ABAG Executive Board	Fred Castro, Clerk of the Board (415) 820-7900	Primary	Alternate				Jun. 26, 2018	June 30, 2020	Board every 2 months, 3rd Thurs. 7 p.m.	\$150	\$0-\$1,000	Yes
ABAG General Assembly	Fred Castro, Clerk of the Board (415) 820-7901	Primary	Alternate				Jun. 26, 2019	June 30, 2020	Twice a year	No		No
ABAG Regional Planning Committee	Miriam Chion (415) 820-7900		Primary				Jan. 8, 2019	1 year	1st Wed. alternative months 1 p.m. - 3 p.m.	\$150	\$0-\$1,000	No
Bay Area Air Quality Management District (BAAQMD). Term ends January 2021	Marcy Hiratzka (415) 749-5073			Primary			Jan. 8, 2019	4 years	1st and 3rd Wed., 9:45 a.m.	\$100 + tolls & milage	\$2,000-\$3,000	Yes
BAAQMD Sub Committees	Marcy Hiratzka (415) 749-5073			Primary			Jan. 8, 2019	4 years	9:30 a.m.	\$100 + tolls & milage	\$2,000-\$3,000	Yes
Bay Conservation and Development Commission	Lawrence Goldzband (415) 352-3653			Primary	Alternate		Jan. 8, 2019	1 year	1st & 3rd Thurs., 1 p.m.	\$100	\$2,000-\$3,000	Yes
California Fairs Financing Authority	Becky Bailey-Findley (916) 263-6160				Primary		Jan. 8, 2019	1 year	Quarterly	No		Yes
CASA the Committee to House the Bay Area Legislative Task Force (MTC/ABAG)	Fred Castro, Clerk of the Board (415) 820-7901				Primary		Mar. 12, 2019	1 year	Monthly	No		No
CSAC, Board of Directors	Graham Knaus, Executive Director (916) 327-7500 ext. 545	Primary	Alternate				Jan. 8, 2019	1 year	2/16, 5/18, 9/7, 11/30	No		No
Delta Conservancy Board	Jessica Adel (916) 375-4022				Alternate	Primary	Jan. 8, 2019	2 years	4th Wed. alternate months beginning Jan. 9 a.m. - 12 p.m.			Yes
Delta Counties Coalition	Roberta Goulart 784-7914				Alternate	Primary	Sept. 11, 2018	1 year	As Needed	No		No
Delta Protection Commission	Shelley Eckler (916) 375-4800				Alternate	Primary	Jan. 8, 2019	1 year	Every other month	No		Yes
Delta Stewardship Council (appointment required only when Supervisor is appointed as the Chair of the Delta Protection Commission)	Jessica Pearson (916) 445-4500						Jan. 8, 2019	2 years	4th Thurs. (and often Friday) of the month			Yes
Marin Clean Energy JPA Board of Directors	Darlene Jackson, (415) 464-6032		Alternate		Primary		Apr. 9, 2019	1 year	3rd Thursday of the month at 7 p.m.	No		Yes
Northern California Counties Tribal Matters Consortium	Nancy Huston 784-6107	Alternate			Primary		Jan. 8, 2019	1 year	As Needed			No
Yolo Bypass/Cache Slough Complex MOA	Roberta Goulart 784-7914				Alternate	Primary	May 1, 2018	1 year	As Needed	No		No
Yolo-Solano Air Quality Board	Denise Almaguer (530) 757-3675		Primary	Alternate	Primary	Primary	Jan. 8, 2019	1 year	2nd Wed., 9 a.m.	\$100	\$1,001-\$2,000	Yes
4 C's	Matthew Davis 784-6111	Primary	Primary	Primary	Primary	Primary	Jan. 8, 2019	1 year	1/12, 3/9, 5/11, 8/10, 11/9 @ 7 p.m.	No		Yes
4 C's Joint Steering Committee *Vice Chair of 4C's and Chair of Board of Supervisors	Matthew Davis 784-6111	Primary			Primary		Jan. 8, 2019	1 year	As Needed	No		Yes
REGIONAL/STATE - OTHER												
Metropolitan Transportation Commission (MTC) <i>(Appointment to MTC is through nomination by the Mayor's City Selection Committee and affirmed by the Board of Supervisors every four years)</i>	John Goodwin, Assistant Director (415) 778-5262			Primary			Dec. 4, 2018	4 years	4th Wed., 9:30 a.m.	\$100 + tolls & milage	\$2,000-\$3,000	Yes

2019 BOARD OF SUPERVISORS APPOINTMENTS

2 CCR 18702.59(b)(3)/Form 806

Bay Area Toll Authority (BATA) (MTC Member)	Andrew Fremier, Deputy Director (415) 778-5240			Primary			Dec. 4, 2018	4 years	4th Wed., 9:30 a.m.	\$100 + tolls & milage	\$1,001-\$2,000	Yes
Committee	Contact Information	District 1 Supervisor Hannigan	District 2 Supervisor Brown	District 3 Supervisor Spering	District 4 Supervisor Vasquez	District 5 Supervisor Thomson	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required
Napa/Solano Area Agency on Aging Oversight Board	Joyce Goodwin, 784-8203	Alternate	Primary				Nov. 6, 2018	4 years	TBD	No		Yes
Service Authority for Freeways & Expressways (SAFE) (MTC Member)	Ross McKeown (415) 778-5242			Primary			Dec. 4, 2018	4 years	As Needed	\$100 + tolls & milage	\$0-\$1,000	Yes
COUNTYWIDE												
Community Action Partnership (CAP) Solano JPA Tripartite Advisory Board	Debbie Vaughn 784-8401	Primary					Jan. 8, 2019	2 years	As Needed	No		No
East Vallejo Fire Protection District	Magen Yambao 784-1969	Primary	Primary	Primary	Primary	Primary	Jan. 8, 2019	1 year	Quarterly	No		Yes
First 5 Solano Commission	Megan Richards 784-1335	Primary					Jan. 8, 2019	1 year	1/10, 3/7, 4/4, 6/6, 8/8, 10/3, 10/21, Retreat 10 a.m. - 3 p.m., 12/5 Jan., Mar., Apr., Jun., Aug., Oct., Nov., 3rd Mon. 2 p.m. - 4 p.m.	\$100	\$0-\$1,000	Yes
In-Home Supportive Services Public Authority	Teri Ruggiero 784-8803	Primary	Primary	Primary	Primary	Primary	Jan. 8, 2019	1 year				Yes
Juvenile Justice Coordinating Council	Christopher Hansen 784-4803	Primary					Jan. 8, 2019	1 year	As Needed	No		No
LAFCO	Michelle McIntyre 439-3897 Rich Seithel 439-3898	Alternate		Primary	Primary	Alternate	Jan. 8, 2019	1 year	2nd Mon. of even numbered months, 1:30 p.m.	\$100	\$0-\$1,000	Yes
Law Library Board of Trustees	Bonnie Katz 784-1502				Primary		Jan. 8, 2019	1 year	Monthly	No		No
Mental Health Advisory Board	Marisol Lopez 784-8336		Primary				Jan. 8, 2019	1 year	3rd Tues. of the month with exception of July 4:30 p.m. - 6 p.m.	No		Yes
Remote Access Network Board	Angelica Russell 784-7064					Primary	Jan. 8, 2019	1 year	Last Thurs. in Feb., or Mar. & Oct. 10 a.m.	No		No
Solano Children's Alliance	Ronda Kogler 421-7229		Primary				Jan. 8, 2019	4 years	1st Wed., 12 p.m.	No		No
Solano County Farmbudsman Program	Chris Rogers 784-8461				Primary		Feb. 26, 2019	1 year	Quarterly	No		No
Solano Economic Development Corp.	Pat Uhrich 864-1855	Primary			Alternate		Jan. 8, 2019	1 year	1/12, 3/9, 5/11, 7/13, 9/14, 11/9 @ 9 a.m.	No		No
Solano Facilities Corporation	Megan Greve, 784-7900	Primary	Primary	Primary	Primary	Primary	Jan. 8, 2019	1 year	As Needed	No		Yes
Solano Land Trust	Nicole Byrd 432-0150 ext. 210		Primary		Primary		Jan. 8, 2019	1 year	1st Wed. @ 5:30 p.m.	No		Yes
Solano Open Space (formerly Tri-City & County Cooperative Planning Group)	Resource Management Matt Walsh 784-3168	Alternate	Primary				Jan. 8, 2019	1 year	Quarterly	No		Yes
Solano Transportation Authority	Johanna Masiclat 424-6008	Alternate		Primary			Jan. 8, 2019	1 year	2nd Wed., 6 p.m.	\$100	\$1,001-\$2,000	Yes
Solano Subbasin Groundwater Sustainability Agency Board of Directors (Dist. 4 & 5 permanent primaries. Alternate Board member appointed annually)	Misty Kaltreider 784-3311			Alternate	Primary	Primary	Jan. 8, 2019	Alternate 1 year	2nd Thurs., each month @ 5 p.m.	No		Yes
Solano Water Authority	Natasha Montgomery 455-4080			Primary	Alternate		Jan. 8, 2019	1 year	As Needed	No		Yes
Solano County Blue Ribbon Commission on Children in Foster Care	Sara Jones 207-7619	Primary					Jan. 8, 2019	1 year	As Needed	No		No
Solano County Consolidated Oversight Board (effective July 1, 2018) Public Member: Jerry Wilkerson	Jeanette Neiger 784-6125			Primary		Alternate	Mar. 13, 2018	1 year	TBD	No		Yes
Solano County Water Agency	Katherine Ashley 455-1100	Primary	Primary	Primary	Primary	Primary	Jan. 8, 2019	1 year	2nd Thur., 6:30 p.m.	100 + milage	\$1,001-\$2,000	Yes

2019 BOARD OF SUPERVISORS APPOINTMENTS

2 CCR 18702.59(b)(3)/Form 806

Solid Waste Independent Hearing Panel	Jag Sahota 784-3308				Primary		Jan. 8, 2019	1 year	As Needed	\$100	\$0-\$1,000	Yes
Travis Community Consortium	Stefan Chatwin, Fairfield City Manager 428-7400				Alternate	Primary	Jan. 8, 2019	1 year	As Needed			No
Committee	Contact Information	District 1 Supervisor Hannigan	District 2 Supervisor Brown	District 3 Supervisor Spering	District 4 Supervisor Vasquez	District 5 Supervisor Thomson	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required
Vacaville-Fairfield-Solano Greenbelt Authority	Brian Miller 428-7446			Primary	Primary		Jan. 8, 2019	1 year	As Needed	No		No
Vallejo Flood & Wastewater District	MJ Brown 644-8949	Primary	Alternate				Jan. 8, 2019	1 year	2nd Tues. Jan. - July 6 p.m. - 7 p.m., 3rd Tues. Aug. 6 p.m. - 7 p.m., 2nd Tues. Sept. - Dec. 6 p.m. - 7 p.m.	\$100	\$1,001-\$2,000	Yes
Winters Branch Library Financing Authority	Mark Fink (530) 666-8002				Primary	Primary	Jan. 8, 2019	1 year	As Needed	No		Yes
BOARD OF SUPERVISORS COMMITTEES												
Area Agency on Aging Committee	Birgitta Corsello 784-6100		Primary	Primary			May 1, 2018	1 year	As Needed	No		No
City of Vallejo Interagency Committee	Greg Nyhoff, City of Vallejo 648-4576	Primary	Primary				Jan. 8, 2019	1 year	As Needed	No		No
Fair Governance Committee Inactive												
Health & Social Services & Family Justice Committee Inactive												
Historical Records Committee	Elissa DeCaro 447-0518		Primary			Primary	Jan. 8, 2019	1 year		No		No
Lakes Water System Policy Committee	Misty Kaltreider 784-3311	Primary		Primary			Feb. 5, 2019	1 year	TBD	No		No
Law & Justice Committee Inactive							Jan. 8, 2019	1 year	As Needed	No		No
Legislation	Matthew Davis 784-6111	Primary	Primary		Primary		Jan. 8, 2019	1 year	As Needed	No		No
Military & Veterans Affairs Committee	Ted Puntillo 784-6590				Primary	Primary	Jan. 8, 2019	1 year	As Needed	No		No
Public Art Committee	Megan Greve, 784-7900	Primary			Alternate		Jan. 8, 2019	1 year	As Needed	No		No
Regional Park Committee	Resource Management Bill Emlen 784-6765	Primary			Primary		Jan. 8, 2019	1 year	As Needed	No		No
Senior Issues Committee	Jerry Huber 784-8400		Primary		Primary		Jan. 8, 2019	1 year	As Needed	No		No
Solano 360 Implementation Committee	Nancy Huston 784-6107	Primary		Primary			Jan. 8, 2019	1 year	As Needed	No		No
Transportation Land Use Committee	Resource Management Bill Emlen 784-6765			Primary	Primary		Jan. 8, 2019	1 year	As Needed	No		No
University of California Cooperative Extension Capital Corridor Multi-County Partnership Leadership Advisory Committee	Morgan Doran 784-1317				Primary	Alternate	Jan. 8, 2019	1 year	As Needed	No		No
TOTAL ASSIGNMENTS		26	21	22	34	20						
Blue - Requested to remain on Board/Commission												
Red = Request to be removed from Board/Commission												
Green = Request to be appointed to Board/Commission												
Updated 12-26-19												

2019 BOARD OF SUPERVISORS APPOINTMENTS

2 CCR 18702.59(b)(3)/Form 806

Committee	Contact Information	District 1 Supervisor Hannigan	District 2 Supervisor Brown	District 3 Supervisor Spering	District 4 Supervisor Vasquez	District 5 Supervisor Thomson	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required	
NATIONAL													
NACO		Primary	Primary	Primary	Primary	Primary	Jan. 8, 2019	1 year					
REGIONAL/STATE													
ABAG Executive Board	Fred Castro, Clerk of the Board (415) 820-7900	Primary	Alternate				Jun. 26, 2018	June 30, 2020	Board every 2 months, 3rd Thurs. 7 p.m.	\$150	\$0-\$1,000	Yes	
ABAG General Assembly	Fred Castro, Clerk of the Board (415) 820-7901	Primary	Alternate				Jun. 26, 2019	June 30, 2020	Twice a year	No		No	
ABAG Regional Planning Committee	Miriam Chion (415) 820-7900		Primary				Jan. 8, 2019	1 year	1st Wed. alternative months 1 p.m. - 3 p.m.	\$150	\$0-\$1,000	No	
Bay Area Air Quality Management District (BAAQMD). Term ends January 2021	Marcy Hiratzka (415) 749-5073			Primary			Jan. 8, 2019	4 years	1st and 3rd Wed., 9:45 a.m.	\$100 + tolls & milage	\$2,000-\$3,000	Yes	
BAAQMD Sub Committees	Marcy Hiratzka (415) 749-5073			Primary			Jan. 8, 2019	4 years	9:30 a.m.	\$100 + tolls & milage	\$2,000-\$3,000	Yes	
Bay Conservation and Development Commission	Lawrence Goldzband (415) 352-3653			Primary	Alternate		Jan. 8, 2019	1 year	1st & 3rd Thurs., 1 p.m.	\$100	\$2,000-\$3,000	Yes	
California Fairs Financing Authority	Becky Bailey-Findley (916) 263-6160				Primary		Jan. 8, 2019	1 year	Quarterly	No		Yes	
CASA the Committee to House the Bay Area Legislative Task Force (MTC/ABAG)	Fred Castro, Clerk of the Board (415) 820-7901				Primary		Mar. 12, 2019	1 year	Monthly	No		No	
CSAC, Board of Directors	Graham Knaus, Executive Director (916) 327-7500 ext. 545	Primary	Alternate				Jan. 8, 2019	1 year	2/16, 5/18, 9/7, 11/30	No		No	
Delta Conservancy Board	Jessica Adel (916) 375-4022				Alternate	Primary	Jan. 8, 2019	2 years	4th Wed. alternate months beginning Jan. 9 a.m. - 12 p.m.			Yes	
Delta Counties Coalition	Roberta Goulart 784-7914				Alternate	Primary	Sept. 11, 2018	1 year	As Needed	No		No	
Delta Protection Commission	Shelley Eckler (916) 375-4800				Alternate	Primary	Jan. 8, 2019	1 year	Every other month	No		Yes	
Delta Stewardship Council (appointment required only when Supervisor is appointed as the Chair of the Delta Protection Commission)	Jessica Pearson (916) 445-4500						Jan. 8, 2019	2 years	4th Thurs. (and often Friday) of the month			Yes	
Marin Clean Energy JPA Board of Directors	Darlene Jackson, (415) 464-6032		Alternate		Primary		Apr. 9, 2019	1 year	3rd Thursday of the month at 7 p.m.	No		Yes	
Northern California Counties Tribal Matters Consortium	Nancy Huston 784-6107	Alternate			Primary		Jan. 8, 2019	1 year	As Needed			No	
Yolo Bypass/Cache Slough Complex MOA	Roberta Goulart 784-7914				Alternate	Primary	May 1, 2018	1 year	As Needed	No		No	
Yolo-Solano Air Quality Board	Denise Almaguer (530) 757-3675		Primary	Alternate	Primary	Primary	Jan. 8, 2019	1 year	2nd Wed., 9 a.m.	\$100	\$1,001-\$2,000	Yes	
4 C's	Matthew Davis 784-6111	Primary	Primary	Primary	Primary	Primary	Jan. 8, 2019	1 year	1/12, 3/9, 5/11, 8/10, 11/9 @ 7 p.m.	No		Yes	
4 C's Joint Steering Committee *Vice Chair of 4C's and Chair of Board of Supervisors	Matthew Davis 784-6111	Primary			Primary		Jan. 8, 2019	1 year	As Needed	No		Yes	
REGIONAL/STATE - OTHER													
Metropolitan Transportation Commission (MTC) (Appointment to MTC is through nomination by the Mayor's City Selection Committee and affirmed by the Board of Supervisors every four years)	John Goodwin, Assistant Director (415) 778-5262			Primary			Dec. 4, 2018	4 years	4th Wed., 9:30 a.m.	\$100 + tolls & milage	\$2,000-\$3,000	Yes	
Bay Area Toll Authority (BATA) (MTC Member)	Andrew Fremier, Deputy Director (415) 778-5240			Primary			Dec. 4, 2018	4 years	4th Wed., 9:30 a.m.	\$100 + tolls & milage	\$1,001-\$2,000	Yes	

2019 BOARD OF SUPERVISORS APPOINTMENTS

2 CCR 18702.59(b)(3)/Form 806

Committee	Contact Information	District 1 Supervisor Hannigan	District 2 Supervisor Brown	District 3 Supervisor Spering	District 4 Supervisor Vasquez	District 5 Supervisor Thomson	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required	
Napa/Solano Area Agency on Aging Oversight Board	Joyce Goodwin, 784-8203	Alternate	Primary				Nov. 6, 2018	4 years	TBD	No		Yes	
Service Authority for Freeways & Expressways (SAFE) (MTC Member)	Ross McKeown (415) 778-5242			Primary			Dec. 4, 2018	4 years	As Needed	\$100 + tolls & milage	\$0-\$1,000	Yes	
COUNTYWIDE													
Community Action Partnership (CAP) Solano JPA Tripartite Advisory Board	Debbie Vaughn 784-8401	Primary					Jan. 8, 2019	2 years	As Needed	No		No	
East Vallejo Fire Protection District	Magen Yambao 784-1969	Primary	Primary	Primary	Primary	Primary	Jan. 8, 2019	1 year	Quarterly	No		Yes	
First 5 Solano Commission	Megan Richards 784-1335	Primary					Jan. 8, 2019	1 year	1/10, 3/7, 4/4, 6/6, 8/8, 10/3, 10/21, Retreat 10 a.m. - 3 p.m., 12/5	\$100	\$0-\$1,000	Yes	
In-Home Supportive Services Public Authority	Teri Ruggiero 784-8803	Primary	Primary	Primary	Primary	Primary	Jan. 8, 2019	1 year	Jan., Mar., Apr., Jun., Aug., Oct., Nov., 3rd Mon. 2 p.m. - 4 p.m.			Yes	
Juvenile Justice Coordinating Council	Christopher Hansen 784-4803	Primary					Jan. 8, 2019	1 year	As Needed	No		No	
LAFCO	Michelle McIntyre 439-3897 Rich Seithel 439-3898			Primary	Primary	Alternate	Jan. 8, 2019	1 year	2nd Mon. of even numbered months, 1:30 p.m.	\$100	\$0-\$1,000	Yes	
Law Library Board of Trustees	Bonnie Katz 784-1502				Primary		Jan. 8, 2019	1 year	Monthly	No		No	
Mental Health Advisory Board	Marisol Lopez 784-8336		Primary				Jan. 8, 2019	1 year	3rd Tues. of the month with exception of July 4:30 p.m. - 6 p.m.	No		Yes	
Remote Access Network Board	Angelica Russell 784-7064					Primary	Jan. 8, 2019	1 year	Last Thurs. in Feb., or Mar. & Oct. 10 a.m.	No		No	
Solano Children's Alliance	Ronda Kogler 421-7229		Primary				Jan. 8, 2019	4 years	1st Wed., 12 p.m.	No		No	
Solano County Farmbudsman Program	Chris Rogers 784-8461				Primary		Feb. 26, 2019	1 year	Quarterly	No		No	
Solano Economic Development Corp.	Pat Uhrich 864-1855	Primary			Alternate		Jan. 8, 2019	1 year	1/12, 3/9, 5/11, 7/13, 9/14, 11/9 @ 9 a.m.	No		No	
Solano Facilities Corporation	Megan Greve, 784-7900	Primary	Primary	Primary	Primary	Primary	Jan. 8, 2019	1 year	As Needed	No		Yes	
Solano Land Trust	Nicole Byrd 432-0150 ext. 210				Primary		Jan. 8, 2019	1 year	1st Wed. @ 5:30 p.m.	No		Yes	
Solano Open Space (formerly Tri-City & County Cooperative Planning Group)	Resource Management Matt Walsh 784-3168	Alternate	Primary				Jan. 8, 2019	1 year	Quarterly	No		Yes	
Solano Transportation Authority	Johanna Masiclat 424-6008	Alternate		Primary			Jan. 8, 2019	1 year	2nd Wed., 6 p.m.	\$100	\$1,001-\$2,000	Yes	
Solano Subbasin Groundwater Sustainability Agency Board of Directors (Dist. 4 & 5 permanent primaries. Alternate Board member appointed annually)	Misty Kaltreider 784-3311			Alternate	Primary	Primary	Jan. 8, 2019	Alternate 1 year	2nd Thurs., each month @ 5 p.m.	No		Yes	
Solano Water Authority	Natasha Montgomery 455-4080			Primary	Alternate		Jan. 8, 2019	1 year	As Needed	No		Yes	
Solano County Blue Ribbon Commission on Children in Foster Care	Sara Jones 207-7619	Primary					Jan. 8, 2019	1 year	As Needed	No		No	
Solano County Consolidated Oversight Board (effective July 1, 2018) Public Member: Jerry Wilkerson	Jeanette Neiger 784-6125			Primary		Alternate	Mar. 13, 2018	1 year	TBD	No		Yes	
Solano County Water Agency	Katherine Ashley 455-1100	Primary	Primary	Primary	Primary	Primary	Jan. 8, 2019	1 year	2nd Thur., 6:30 p.m.	100 + milage	\$1,001-\$2,000	Yes	
Solid Waste Independent Hearing Panel	Jag Sahota 784-3308				Primary		Jan. 8, 2019	1 year	As Needed	\$100	\$0-\$1,000	Yes	
Travis Community Consortium	Stefan Chatwin, Fairfield City Manager 428-7400				Alternate	Primary	Jan. 8, 2019	1 year	As Needed			No	

2019 BOARD OF SUPERVISORS APPOINTMENTS

2 CCR 18702.59(b)(3)/Form 806

Committee	Contact Information	District 1 Supervisor Hannigan	District 2 Supervisor Brown	District 3 Supervisor Spering	District 4 Supervisor Vasquez	District 5 Supervisor Thomson	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required	
Vacaville-Fairfield-Solano Greenbelt Authority	Brian Miller 428-7446			Primary	Primary		Jan. 8, 2019	1 year	As Needed	No		No	
Vallejo Flood & Wastewater District	MJ Brown 644-8949	Primary	Alternate				Jan. 8, 2019	1 year	2nd Tues. Jan. - July 6 p.m. - 7 p.m., 3rd Tues. Aug. 6 p.m. - 7 p.m., 2nd Tues. Sept. - Dec. 6 p.m. - 7 p.m.	\$100	\$1,001-\$2,000	Yes	
Winters Branch Library Financing Authority	Mark Fink (530) 666-8002				Primary	Primary	Jan. 8, 2019	1 year	As Needed	No		Yes	
BOARD OF SUPERVISORS COMMITTEES													
Area Agency on Aging Committee	Birgitta Corsello 784-6100		Primary	Primary			May 1, 2018	1 year	As Needed	No		No	
City of Vallejo Interagency Committee	Greg Nyhoff, City of Vallejo 648-4576	Primary	Primary				Jan. 8, 2019	1 year	As Needed	No		No	
Fair Governance Committee Inactive													
Health & Social Services & Family Justice Committee Inactive													
Historical Records Committee	Elissa DeCaro 447-0518		Primary			Primary	Jan. 8, 2019	1 year		No		No	
Lakes Water System Policy Committee	Misty Kaltreider 784-3311	Primary		Primary			Feb. 5, 2019	1 year	TBD	No		No	
Law & Justice Committee Inactive							Jan. 8, 2019	1 year	As Needed	No		No	
Legislation	Matthew Davis 784-6111	Primary			Primary		Jan. 8, 2019	1 year	As Needed	No		No	
Military & Veterans Affairs Committee	Ted Puntillo 784-6590				Primary	Primary	Jan. 8, 2019	1 year	As Needed	No		No	
Public Art Committee	Megan Greve, 784-7900	Primary			Alternate		Jan. 8, 2019	1 year	As Needed	No		No	
Regional Park Committee	Resource Management Bill Emlen 784-6765	Primary			Primary		Jan. 8, 2019	1 year	As Needed	No		No	
Senior Issues Committee	Jerry Huber 784-8400		Primary		Primary		Jan. 8, 2019	1 year	As Needed	No		No	
Solano 360 Implementation Committee	Nancy Huston 784-6107	Primary		Primary			Jan. 8, 2019	1 year	As Needed	No		No	
Transportation Land Use Committee	Resource Management Bill Emlen 784-6765			Primary	Primary		Jan. 8, 2019	1 year	As Needed	No		No	
University of California Cooperative Extension Capital Corridor Multi-County Partnership Leadership Advisory Committee	Morgan Doran 784-1317				Primary	Alternate	Jan. 8, 2019	1 year	As Needed	No		No	
TOTAL ASSIGNMENTS		26	21	22	34	20							
Updated 12-11-19													

SUMMARY OF BOARD OF SUPERVISORS' COMMITTEES AND 2019 APPOINTMENTS

City County Coordinating Council (CCCC or 4 C's) Joint Steering Committee

Purpose: The purpose of the Joint Steering Committee includes developing the draft work plan for the CCCC, the setting of the meeting agendas, confirming presentations and speakers, and working with staff of respective agencies invited or requested to attend or make presentations at CCCC meeting.

Membership: Consists of the Chair of the Mayor's Conference, the Chair of the Board of Supervisors and the designated Chair and Vice Chair of the CCCC.

Terms: One-year appointment

Current Appointments: Supervisor Erin Hannigan and Supervisor John Vasquez.

County Support Staff: Matthew Davis, 784-6111

Area Agency on Aging Committee

Purpose: This Committee's purpose is to work jointly with the Napa County Board of Supervisors to develop recommendations for a long-term structure replacing the Area Agency on Aging.

Membership: Two members of the Board of Supervisors.

Terms: One-year appointment.

Current Appointments: Supervisor Erin Hannigan and Supervisor Monica Brown.

County Support Staff: Joyce Goodwin, 784-8203

Cannabis Committee (Work concluded)

Purpose: This Committee's purpose was to address the changing regulatory environment regarding various types of cannabis activity, including the cultivation and processing of cannabis.

Membership: Two members of the Board of Supervisors.

Terms: One-year appointment.

Current Appointments: Supervisor Erin Hannigan and Supervisor John Vasquez. However, the Committee is currently inactive as work has concluded.

County Support Staff: Bill Emlen, 784-6765

City of Vallejo Interagency Committee

Purpose: The Vallejo City Council established the Interagency Committee on schools in 1973 to study and make recommendations with regard to the impact of residential development on schools. Duties were later expanded to include the undertaking of studies and making reports and recommendations on issues of mutual interest and concern to participating commissions and agencies of the Committee.

Membership: Three members from the Vallejo City Council, two members from the Vallejo City Unified School District Board of Trustees, two members from the Greater Vallejo Recreation District Board of Directors, two member from the John F. Kennedy Library Board, two members from Solano Community College District Board of Trustees, two members from the Solano County Board of Supervisors (added by City of Vallejo Resolution number 13-133 NC), and two members from the Solano Transportation (Soltrans) Board of Directors.

Terms: No terms stipulated by the resolution. However, the Board reviews each year.

Current Appointments: Supervisor Erin Hannigan and Supervisor Monica Brown.

County Support Staff: Greg Nyhoff, City of Vallejo, 648-4576

Fair Governance Committee (Work Concluded)

Purpose: This Committee's purpose was to meet with Directors of the Solano County Fair Association (SCFA) to address concerns raised by the SCFA; to discuss revisions, clarifications and modifications to the SCFA By-Laws and the Fairgrounds Management and Operations Agreement; and to report back to the Board of Supervisors on recommendations on how to proceed going forward with the Fair.

Membership: Two members of the Board of Supervisors.

Terms: One-year appointment.

Current Appointments: Supervisor Monica Brown and Supervisor Skip Thomson. However, the Committee is currently inactive as work has concluded.

County Support Staff: Nancy Huston, 784-6107

Community Action Partnership (CAP) Solano JPA Tripartite Advisory Board

Purpose: An advisory board to the CAP Solano JPA (per requirements of the federal Community Services Block Grant Act), responsible for the oversight and development of the 2016 work plan and the 2016/17 strategic plan for Community Services Block Grant (CSBG) funds.

Membership: Membership is comprised of at least 12 members, of which, one-third is elected governmental officials, a minimum of one-third representing low-income sector, and the remainder from major groups and interest in the community served. On December 9,

2014, H&SS recommended, and the Board appointed, one member of the Board of Supervisors as an elected public official for a two year term.

Term: Two year appointment.

Current Appointment: Supervisor Erin Hannigan.

County Support Staff: Debbie Vaughn, 784-8401

Health and Social Services and Family Justice Committee (Inactive)

Purpose: The Committee's purpose is to address health and social services issues and family justice issues such as family/domestic violence in Solano County and make recommendations to the full Board.

Membership: Two members of the Board of Supervisors.

Terms: One-year appointment.

Current Appointments: Supervisor Erin Hannigan and Supervisor Monica Brown. However, the Committee is currently inactive.

County Support Staff: Jerry Huber, 784-8400

Historical Records Committee

Purpose: The committee's purpose is to work with County staff and the Solano County Historical Records Commission (SCHRC) to identify and evaluate future options for managing the County's non-mandated, discretionary Historical Records program.

Membership: Two members of the Board of Supervisors.

Terms: One-year appointment.

Current Appointments: Supervisor Monica Brown and Supervisor Skip Thomson.

County Support Staff: Elissa DeCaro, 447-0518

Human Services Needs Assessment Committee (Work concluded)

Purpose: The committee's purpose was to develop a comprehensive human services needs assessment report for Solano County to be used in establishing a durable framework to assist the Board in making financial decisions based on highest needs and Board desired outcomes.

Membership: Two members of the Board of Supervisors.

Terms: One-year appointment.

Current Appointments: Supervisor Erin Hannigan and Supervisor Skip Thomson. However, the Committee is currently inactive as work has concluded.

County Support Staff: Megan Richards, 784-1335

Law and Justice Committee (Inactive)

Purpose: The Committee's purpose is to review and address County law and justice issues referred to it by the Board of Supervisors, and to make recommendations to the full Board.

Membership: Two members of the Board of Supervisors.

Terms: One-year appointment.

Current Appointments: No appointments. The Committee is currently inactive.

County Support Staff: County Administrator's Office (CAO). A CAO analyst coordinates support provided by the County's Public Protection departments and some of the County's General Government departments.

Legislation Committee

Purpose: This Committee's purpose is to address legislative and water issues affecting Solano County. The Committee reviews and recommends positions on State and Federal legislation and budget actions impacting Solano County, recommends amendments to the County's Legislative Platform, and advances Board approved positions and strategies in Sacramento and Washington, D.C.

Membership: Two members of the Board of Supervisors.

Terms: One year appointment.

Current Appointments: Supervisor Erin Hannigan and Supervisor John Vasquez.

County Support Staff: Matthew Davis, 784-6111

Military and Veterans Affairs Committee

Purpose: This Committee's purpose is to address military and veterans issues in Solano County and make recommendations to the full Board.

Membership: Two members of the Board of Supervisors.

Terms: One-year appointment.

Current Appointments: Supervisor John Vasquez and Supervisor Skip Thomson.

County Support Staff: Ted Puntillo, 784-6590

Public Art Committee

Purpose: This Committee's purpose is to establish a public art program to promote the arts and culture in Solano County by establishing a public fund to be used in the purchase, or

commission of public art within designated public buildings owned by the County. The Committee is to ensure that public art in public buildings is a component of every construction project by ensuring that planning funding is made available.

Membership: Comprised of seven members including one member of the Board of Supervisors, the County Architect, the Director of Library Services, the Chair of the Solano County Planning Commission or a designated Planning Commission member, the County Administrator, a member of Solano Community College's art program, and a member of the Solano County Arts Council.

Terms: One-year appointment.

Current Appointments: Primary – Supervisor Erin Hannigan and Alternate – Supervisor John Vasquez.

County Support Staff: Megan Greve, 784-7900

Regional Park Committee

Purpose: To provide oversight of exploratory efforts towards establishment of a regional park system in Solano County.

Membership: Two members of the Board of Supervisors.

Terms: One-year appointment.

Current Appointments: Supervisor Erin Hannigan and Supervisor John Vasquez.

County Support Staff: Bill Emlen, 784-6765

Senior Issues Committee

Purpose: This Committee's purpose is to address senior issues in Solano County and make recommendations to the full Board.

Membership: Two members of the Board of Supervisors.

Terms: One-year appointment.

Current Appointments: Supervisor Monica Brown and Supervisor John Vasquez.

County Support Staff: Jerry Huber, 784-8400

Solano 360 Committee Project (Work concluded)

Purpose: The Committee's purpose is to oversee the Fairground redevelopment.

Membership: Two members of the Board of Supervisors and two members from the Solano County Fair Board.

Terms: One-year appointment.

Current Appointments: Supervisor Erin Hannigan and Supervisor Jim Spering. However, the Committee is currently inactive as work has concluded.

County Support Staff: Nancy Huston, 784-6107

Solano 360 Implementation Committee

Purpose: The Solano 360 Implementation Committee is charged with providing policy direction and dispute resolution for the Solano 360 Project. The Committee is established under the executed Development Agreement between the County and the City of Vallejo.

Membership: Two members of the Board of Supervisors and two members of the Vallejo City Council.

Terms: One-year appointment.

Current Appointments: Supervisor Erin Hannigan and Supervisor Jim Spering.

County Support Staff: Nancy Huston, 784-6107

Solano Children's Alliance

Purpose: The Solano Children's Alliance (SCA) was established in 1982 to advise the Board of Supervisors on children's issues. Later, the Board of Supervisors also designated the Alliance as the county's SB997 children's council for purposes of facilitating greater service coordination, integration, and capacity to obtain waivers of state regulation that create barriers to integration. In March 2012, the Board of Supervisors approved the merger of the Solano Children's Alliance and the County's Child Abuse Prevention Council. SCA members are appointed by the Board of Supervisors based on membership categories described in the SCA bylaws.

Membership: The Alliance consists of the following 20 representatives: two from Solano County H&SS, one from Probation-Juvenile Division, one from Solano County Superior Court (presiding judge of Juvenile Court or designee), one from County Superintendent of Schools, one from a local school district or designee, one from District Attorney's Office, five from community based organizations that provide services to children and/or families, one from the county board of supervisors, one from law enforcement, one from a regional center, one from child care planning council, one from a community based organization with ties to an ethnic community and two community representatives/parents/grandparents/consumers.

Terms: Four year appointment

Current Appointment: Supervisor Monica Brown.

Support Staff: Ronda Kogler, 421-7229

Transportation Land Use Committee

Purpose: This Committee's purpose is to address transportation and land use issues affecting Solano County and make recommendations to the full Board.

Membership: Two members of the Board of Supervisors.

Terms: One-year appointment.

Current Appointments: Supervisor Jim Spering and Supervisor John Vasquez.

County Support Staff: Bill Emlen, 784-6765

UC Cooperative Extension (UCCE) Capital Corridor Multi-County Partnership Leadership Advisory Committee

Purpose: Provide input in to UCCE program development; including a review and discussion of past, current and future program levels, and the combination of in-kind and monetary resources necessary from each of the three counties (Sacramento, Solano and Yolo) to support identified programmatic capacities. The advisory committee will also review and provide input on the UCCE program's annual budget in each of the counties.

Membership: Comprised of two representatives from each of the following counties: Sacramento County, Solano County and Yolo County. One of the two representatives will be the County CAO/CEO (or their designee); and one will be a Supervisor (or an alternate Supervisor).

Terms: One-year appointment.

Current Appointments: Primary – Supervisor John Vasquez and Alternate – Supervisor Skip Thomson.

County Support Staff: Morgan Doran, 784-1317



Solano County

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

Agenda Submittal

Agenda #:	17	Status:	Regular Calendar
Type:	Miscellaneous	Department:	Solano Facilities Corporation
File #:	20-24	Contact:	Megan Greve, 784-7900
Agenda date:	01/07/2020	Final Action:	
Title:	Hold annual meeting of the Board of Directors for the Solano County Facilities Corporation; and Elect new officers for calendar year 2020		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Schedule of COPs		

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

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

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Directors for the Solano County Facilities Corporation hold its mandatory annual meeting on January 7, 2020 and elect new officers for calendar year 2020 to reflect changes in personnel.

SUMMARY:

As established in the bylaws for the Solano County Facilities Corporation, the annual meeting date and the election of new officers occurs on the first Tuesday meeting of the Solano County Board of Supervisors held in January which is the same date that members of the Board of Supervisors assume/change office. Current authorized officers of the Facilities Corporation are: Erin Hannigan, President/CEO; Monica Brown Vice President; John M. Vasquez, Director; Jim P. Spering, Director; Skip Thomson, Director; Birgitta E. Corsello, Secretary; and Phyllis Taynton, Fiscal Officer. In addition, Bernadette Curry is designated as the Agent for Service of Process. Therefore, it is recommended that the Board of Directors for the Facilities Corporation hold its annual meeting and elect new officers for the positions of President, Vice President, Secretary and Fiscal Officer for calendar year 2020. Consistent with past practice, the President has been the newly appointed Chair of the Board of Supervisors, the Vice President has been the newly appointed Vice Chair of the Board of Supervisors, the Secretary has been the Clerk of the Board, and the Fiscal Officer has been the County Auditor-Controller.

FINANCIAL IMPACT:

There is no cost associated with the election of new officers.

There was no cost associated with the preparation of the Facilities Corporation's State of California Annual Report of Financial Transactions of Special Districts (form LGFA 80). The Corporation is no longer required to file annual income tax returns (IRS Form 990) since the IRS has identified the corporation as an

instrumentality of a state or political subdivision of a state and as such it is exempt from the filing requirements.

The cost of preparing this Board item is borne by the General Fund as part of the approved FY 2019/20 budget for the General Services Department.

DISCUSSION:

The Solano County Facilities Corporation, a nonprofit corporation, was initially formed on June 8, 1994 to finance \$9,350,000 (1994 Certificates of Participation or COPs) for the purchase/remodel of Solano Park Health Facility and the adjacent 7.7 acres of property. The remodel of the facility was completed in late spring of 1998.

In December 1998, the Facilities Corporation financed \$7,935,000 (1998 COPs) for the acquisition of the Automated Courts Management System (ACMS) and the construction of the Courts Expansion Project. The ACMS purchase was completed in September 1999 and the Courts Expansion Project was completed in October 2000.

In May 1999, the Facilities Corporation financed \$31,710,000 (1999 COPS) for refunding of the 1994 COPs, the purchase a 4.89-acre parcel of land, the demolition of the Old County Hospital Site buildings, and the construction of a new Health & Social Services (H&SS) Headquarters Building. The demolition project included fifteen structures at the Old County Hospital Site that were demolished. The Notice of Completion for the new H&SS Headquarters Building was filed on December 10, 2003.

On May 22, 2001, the Board of Directors for the Facilities Corporation approved financing in the amount of \$21,285,000 (2001 Refunding COPs) to refund a prior issuance of the Solano County Building Corporation (the 1993 COPs) that had been used to fund the Solano County Justice Facility and Public Building Improvements Project. Proceeds from the financing were received on July 5, 2001 and the 1993 COPs were refunded on October 1, 2005.

In November 2002, the Corporation financed \$118,325,000 (2002 COPs) for construction of the new Government Center in downtown Fairfield (6-story office building, parking garage and Probation building), expansion of the County's Cogeneration Plant, remodel of the Fairfield Library, and a \$1,300,000 loan to the Vacaville Library District. The Notice of Completion for the Main Roof and Upper Exterior Wall Remodel of the Fairfield Library was filed on October 4, 2004. The Notice of Completion for the new Government Center project was filed on August 2, 2005 and the Notice of Completion for the Cogeneration Plant project was filed on December 12, 2006.

In February 2007, the 2002 COPs were refinanced due to lower interest rates. However, due to prepayment restrictions, the proceeds from the refinancing were held in an escrow account until the 2002 COPs call date of November 1, 2012. The call date materialized on November 1, 2012 and the County paid off the 2002 COPs.

In November 2009, the 1999 COPs were refinanced in the amount of \$16,745,000 due to lower interest rates (2009 COPs). The 2009 COP's were paid off on November 15, 2019.

In April 2013, the Facilities Corporation financed \$5,420,000 (2013 COPs) of which \$5,250,000 was for the development of the Animal Care Expansion Project and \$170,000 for the Animal Care Re-Roof Project at 2510 Claybank Road in Fairfield. Current outstanding balance on the 2013 COPs is approximately \$3,290,000 and is anticipated to be paid off in November of 2027.

In September 2017, the 2007 COPs were refinanced in the amount of \$72,775,000 due to favorable interest

rates and to achieve debt service savings. The 2007 COPs were paid off on November 1, 2017. Current outstanding balance on the 2017 COPs is approximately \$58,470,000 and is anticipated to be paid off in November of 2030.

Please see Attachment A for a detailed summary of these actions.

The State of California Annual Report of Financial Transactions of Special Districts (form LGFA 80) for fiscal year ending June 30, 2019 will be filed by the January 31, 2020 deadline following the audit of the County financial statements.

Per the Facilities Corporation bylaws, the officers are the President, a Secretary and a Chief Financial Officer, along with any other subordinate officers the Board of Directors may desire to elect, which has historically included a Vice-President.

ALTERNATIVES:

The Board of Directors could choose to defer the election of new officers to another meeting date. This is not recommended since the January 7th meeting date allows the election of new officers for the Facilities Corporation to occur on the same date that new officers for the Board of Supervisors assume office.

OTHER AGENCY INVOLVEMENT:

The Auditor-Controller's Office provided information and County Counsel has been consulted in the development of this Board item.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**Solano County
Schedule of Certificates of Participation**

Description		Issue Date	Project	Properties Included	Amount	Redemption	Status	Balance as of 12/31/19	Maturity Date
1994 COP	94 COP		Acquisition of Solano Park Health Facility and adjacent lot for H&SSD		\$ 9,350,000.00		Defeased-refinanced in 1999		N/A
1998 COP	Court Exp/ACMS	Dec-98	Remodeling and modernization of various court facilities & acquisition of a case management system	Vallejo Justice Center, FF Hall of Justice	\$ 7,935,000.00		Fully redeemed in 2009		N/A
1999 COP	DSF-HSS Admin	Jun-99	Refinancing of 1994 COP and to fund for the construction of H&SSD Admin Building	H&SSD Admin Building	\$ 31,710,000.00		Defeased-refinanced in 2009		N/A
2001 COP	So Co Bldg Corp Debt Svc	Jun-01	Refinancing of 1993 COP- Construction of FF Justice Center, Animal Shelter and Cogen plant	Law & Justice Facility, Detention Facility, Hall of Justice, Agricultural Commissioner, Fleet Operations, Facilities Operations Bldg, General Services Admin	\$ 21,285,000.00		Fully redeemed in 2005		N/A
2002 COP	Gov't Center Financing	Nov-02	Construction of Solano County Government Center & Probation Facility; Improvement to Cogen and Library	County Administration Center, Probation Facility, Cogen & Library	\$ 118,325,000.00		Defeased - refinanced by 2007 COP		N/A
2007 COP	Refunding of 2002 COP	Jan-07	Refunded portion of the 2002 COP.	County Administration Center, Probation Facility, Cogen & Library	\$ 99,860,000.00		Defeased - Refinanced by 2017 COP		N/A
2009 COP	Refunding of 1999 COP	Nov-09	Refinancing of 1999 COP and to fund for the construction of H&SSD Admin Building	H&SSD Admin Building	\$ 16,745,000.00		Fully redeemed in 2019	\$ -	FY 2019/2020 Last payment was 11/15/2019
2013 COP	Animal Care Expansion Project	Apr-13	The Animal Care Expansion Project: install new pre-engineered kennel (12,500 square feet),renovation of the 2,600 sf (existing 13,000 sf Animal Shelter) Building.		\$ 5,420,000.00		Active	\$ 3,290,000.00	FY 2027/2028 Last payment 11/15/2027
2017 COP	Refunding of 2007 COP	Sep-17	Refunding of the 2007 COP.	County Administration Center, Probation Facility, Cogen & Library	\$ 72,775,000.00		Active	\$ 58,470,000.00	FY 2030/2031 Last payment 11/1/2030



Solano County

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

Agenda Submittal

Agenda #:	18	Status:	Regular Calendar
Type:	Miscellaneous	Department:	East Vallejo Fire Protection District
File #:	19-1003	Contact:	Magen Yambao, 784-1969
Agenda date:	01/07/2020	Final Action:	
Title:	Confirm selection of President and Vice-President of the East Vallejo Fire Protection District's Board of Directors		
Governing body:	Board of Supervisors		
District:	All		
Attachments:			

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

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

DEPARTMENTAL RECOMMENDATION:

It is recommended that the selection of President and Vice-President of the East Vallejo Fire Protection District's Board of Directors be confirmed.

SUMMARY/DISCUSSION:

County resolution number 2007-147 calls for the Board of Directors to select its President and Vice-President annually in conjunction with the selection of the Chair and Vice-Chair of the Solano County Board of Supervisors, with the individual selected to be Chair of the Board of Supervisors serving as the President of the District's Board of Directors and the individual selected to be Vice-Chair serving as Vice-President.

FINANCIAL IMPACT:

There is no cost to the District's general fund or any other fund associated with conducting this meeting. The Board of Supervisors receives no compensation for sitting as the Board of Directors of the East Vallejo Fire Protection District.

ALTERNATIVES:

The Board could choose not to establish its President and Vice-President at this time; however, this is not recommended as County resolution number 2007-147 established that the District will meet for the purpose of selecting the President and Vice-President at the first meeting of the Board of Supervisors of each January for that calendar year.

OTHER AGENCY INVOLVEMENT:

County Counsel concurs with the recommendation.



Solano County

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

Agenda Submittal

Agenda #: 19 **Status:** Regular Calendar
Type: Contract plus Resolution **Department:** General Services
File #: 19-937 **Contact:** Megan Greve, 784-7900
Agenda date: 01/07/2020 **Final Action:**
Title: Discussion continued from December 10, 2019 Board meeting regarding 6996 Leisure Town Road for potential emergency housing needs; The Property Owner has declined County request to extend the escrow and cancelled the purchase and sales contract; County staff recommends ending efforts to acquire the property and seeks further Board direction regarding addressing housing/shelter needs in the northern part of Solano County
Governing body: Board of Supervisors
District: All
Attachments: A - Purchase Agreement, B - First Public Notice, C - Resolution for Land Purchase, D - Second Public Notice, E - Minute Order, F - 2019 PIT Homeless Census & Survey

Date:	Ver.	Action By:	Action:	Result:
12/10/2019	1	Board of Supervisors	Continued	

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

DEPARTMENTAL RECOMMENDATION:

The Department of General Services and County Administrator recommend that the Board of Supervisors:

1. Receive an update regarding acquisition of 6996 Leisure Town Road (continued from December 10, 2019 meeting);
2. Property Owner has declined request for extending the escrow and cancelled purchase and sales contract; County staff recommends ending efforts to acquire the property;
3. County staff seeks further Board direction regarding housing/shelter needs in the northern part of Solano County.

SUMMARY:

Solano County and the cities are continuing to experience a residential shelter emergency with limited beds which became more urgent because of the closures of Heather House in 2019 and the closure and repurposing of the Rosewood House Facility to transitional treatment housing.

Also, in 2019 the emergency shelter previously operated as Mission Solano reopened as Shelter Solano with a reduced population. These closures and changes created a larger gap in emergency and transitional shelter beds, and while the Cities of Vallejo and Fairfield have plans and are working on funding for emergency and supportive residential shelter those projects are a few years out. According to the 2019 Point-in-Time Count,

there are 1,151 homeless individuals in the County, of whom 81% (932) are unsheltered. (Attachment F - 2019 PIT Homeless Census & Survey.)

Staff has been advised by the Agent representing the Property Owner that 6996 Leisure Town Road property is no longer available for the County to purchase and use for housing unsheltered individuals. The Property Owner has declined the County's request for extending the escrow and has cancelled the purchase and sales contract for the property due to neighborhood opposition and has accepted another offer from a different buyer. Based on this latest development, staff is recommending that the County end efforts to acquire the property on 6996 Leisure Town Road and asks for Board direction regarding housing/shelter needs in the northern part of Solano County.

FINANCIAL IMPACT:

If the property was available for purchase, the cost of \$550,000 for the purchase of the real property will be funded with Capital Improvement Funds currently held in the Accumulated Capital Outlay Fund 006. County staff has conducted due diligence on the property and has determined that, at a minimum, additional structural repairs for the home, new fencing, grading, and replacement of the septic system will be required. These costs are estimated to be \$425,000. The County will pursue State grant housing funds to help offset these anticipated costs for repairs and the purchase of the property. Since 1995, the property was a licensed group home under the State of California and was exempt from paying property taxes and under County ownership will continue not paying property taxes. The County will seek a non-profit organization to operate the facility once the Board makes a final determination on the purchase of the site. If the property was available for purchase; to finance the acquisition, renovation and improvements staff is requesting that the Board approve an ATR appropriating Accumulated Capital Outlay Fund's Contingencies for \$975,000. (requires 4/5 votes)

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

DISCUSSION:

At the Board of Supervisors meeting on December 10, 2019, on a 3 to 2 vote, the Board continued this item to January 7, 2020 after receiving public comments from 36 speakers of which only one was supportive of the County purchasing the property. Due to the continuation of the Board's final action on the purchase, and the community statements of opposition, the Property owner's agent notified the County, that they opted to not grant the requested time extension and instead gave notice December 11, 2019 to cancel the escrow and considered another offer. Upon cancellation of escrow, the County was requested to pay the non-refundable \$10,000 deposit to the Property Owner as specified in the contract.

Notice of December 10, 2019 public meeting to consider the acquisition was published in the Fairfield Daily Republic as required by Government Code sections 25350 and 6063. Adjacent property owners were sent a copy of the newspaper notice. A second notice for the January 7, 2020 public meeting to consider acquisition was published in the Fairfield Daily Republic as required by Government Code sections 25350 and 6063 on December 15, 22 and 29, 2019, however at this time the property is no longer available. Currently staff is recommending that the Board discuss and provide staff direction regarding addressing emergency and transitional housing in Vacaville and in the northern part of the Solano County.

ALTERNATIVES:

In the event that the property becomes available for purchase by the County, and the Property Owner reconsiders, the Board could later adopt a resolution authorizing the County Administrator to execute all documents necessary to acquire 6996 Leisure Town Road, (unincorporated area of Vacaville) for \$550,000

plus closing costs to be used as emergency shelter and transitional housing to address the expanding need for emergency shelters; and Authorize the County Administrator to take any additional actions necessary to facilitate the purchase and initiate renovations and improvements to the site to use the property for its intended use estimated to be \$425,000; and Approve an Appropriations Transfer Request (ATR) for \$975,000 to increase appropriations in Budget Unit 1668 to finance the acquisition, renovation and improvements to the site funded by Accumulated Capital Outlay Fund's Contingencies (4/5 vote required).

OTHER AGENCY INVOLVEMENT:

Previously, County Counsel reviewed the purchase agreement and Resolution for legal sufficiency. General Services requested a title report and coordinated a property investigation and due diligence. Health and Social Services was consulted regarding the funding for and management and operation of the emergency and transitional shelter. Resource Management performed a survey of the property and investigated the existing structures and septic system.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



CALIFORNIA
ASSOCIATION
OF REALTORS®

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form RPA-CA, Revised 12/18)

Date Prepared: 11/06/2019

1. OFFER:

- A. THIS IS AN OFFER FROM Solano County by Birgitta Corsello ("Buyer").
B. THE REAL PROPERTY to be acquired is 6996 Leisure Town Road, Vacaville, CA 95688, situated in
Vacaville (City), Solano (County), California, 95688 (Zip Code), Assessor's Parcel No. 0133-050-230 ("Property").
C. THE PURCHASE PRICE offered is Five Hundred Fifty Thousand Dollars \$ 550,000.00
D. CLOSE OF ESCROW shall occur on ☒ December 6, 2019 (date) or ☐ _____ Days After Acceptance).
E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a ☒ "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
B. CONFIRMATION: The following agency relationships are confirmed for this transaction:
Seller's Brokerage Firm RE/MAX Gold Downtown Vacaville License Number 01215931
Is the broker of (check one): ☒ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent Lynn Farris License Number 00681679
Is (check one): ☒ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm Michael Lango Real Estate License Number 00597142
Is the broker of (check one): ☒ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent Michael Lango License Number 00597142
Is (check one): ☒ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)
C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 10,000.00
(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, ☐ cashier's check, ☐ personal check, ☐ other _____ within 3 business days after Acceptance (or _____);
OR (2) ☐ Buyer Deposit with Agent: Buyer has given the deposit by personal check (or _____) to the agent submitting the offer (or to _____), made payable to _____. The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or _____).
Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ _____ within _____ Days After Acceptance (or _____).
If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.
C. ☐ ALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or ☐ Buyer shall, within 3 (or _____) Days After Acceptance, Deliver to Seller such verification.
D. LOAN(S):

- (1) FIRST LOAN: in the amount of \$ _____
This loan will be conventional financing OR ☐ FHA, ☐ VA, ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ Other _____. This loan shall be at a fixed rate not to exceed _____ % or, ☐ an adjustable rate loan with initial rate not to exceed _____ %.
Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.
(2) ☐ SECOND LOAN in the amount of \$ _____
This loan will be conventional financing OR ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ Other _____. This loan shall be at a fixed rate not to exceed _____ % or, ☐ an adjustable rate loan with initial rate not to exceed _____ %.
Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.
(3) FHA/VA: For any FHA or VA loan specified in 3D(1), Buyer has 17 (or _____) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this Agreement.

E. ADDITIONAL FINANCING TERMS: _____

- F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 540,000.00
to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
G. PURCHASE PRICE (TOTAL): \$ 550,000.00

Buyer's Initials X(BC) (_____)

Seller's Initials X(ML) (_____)

© 1991-2018, California Association of REALTORS®, Inc.

RPA-CA REVISED 12/18 (PAGE 1 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 1 OF 10)

Windermere Hulsey & Associates, 490 Merchant St., Ste 101 Vacaville CA 95688
Lynn Farris

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Phone: 707-529-0778

Fax: 866-652-9557

6996 Leisure



- H. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (☐ Verification attached.)
- I. **APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (or ☒ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 14B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or) Days After Acceptance.
- J. **LOAN TERMS:**
- (1) **LOAN APPLICATIONS:** Within 3 (or) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (☐ Letter attached.)
- (2) **LOAN CONTINGENCY:** Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.
- (3) **LOAN CONTINGENCY REMOVAL:**
Within 21 (or) Days After Acceptance, Buyer shall, as specified in paragraph 14, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (4) ☒ **NO LOAN CONTINGENCY:** Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
- (5) **LENDER LIMITS ON BUYER CREDITS:** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
- K. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
4. **SALE OF BUYER'S PROPERTY:**
- A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.
- OR B. ☐ This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).
5. **ADDENDA AND ADVISORIES:**
- A. **ADDENDA:**
- | |
|---|
| <input checked="" type="checkbox"/> Addendum # <u>1</u> (C.A.R. Form ADM) |
| <input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO) |
| <input type="checkbox"/> Court Confirmation Addendum (C.A.R. Form CCA) |
| <input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI) |
| <input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA) |
| <input type="checkbox"/> Other |
- B. **BUYER AND SELLER ADVISORIES:**
- | |
|---|
| <input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA) |
| <input type="checkbox"/> Probate Advisory (C.A.R. Form PA) |
| <input type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) |
| <input type="checkbox"/> Trust Advisory (C.A.R. Form TA) |
| <input type="checkbox"/> REO Advisory (C.A.R. Form REO) |
| <input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSIA) |
| <input type="checkbox"/> Other |
6. **OTHER TERMS:** 1) See attached addendum #1 for further terms and conditions
7. **ALLOCATION OF COSTS**
- A. **INSPECTIONS, REPORTS AND CERTIFICATES:** Unless otherwise agreed in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.
- (1) ☐ Buyer ☒ Seller shall pay for a natural hazard zone disclosure report, including tax ☐ environmental ☐ Other:
prepared by JCP
- (2) ☐ Buyer ☐ Seller shall pay for the following Report
prepared by
- (3) ☐ Buyer ☐ Seller shall pay for the following Report
prepared by
- B. **GOVERNMENT REQUIREMENTS AND RETROFIT:**
- (1) ☒ Buyer ☐ Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.

Buyer's Initials X (BeC) ()
RPA-CA REVISED 12/18 (PAGE 2 OF 10)

Seller's Initials X (SA) ()



- (2) (i) ☐ Buyer ☐ Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.
- (ii) ☐ Buyer ☐ Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.
- (iii) Buyer shall be provided, within the time specified in paragraph 14A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

C. ESCROW AND TITLE:

- (1) (a) ☒ Buyer ☐ Seller shall pay escrow fee _____.
- (b) Escrow Holder shall be Placer Title.
- (c) The Parties shall, within 5 (or _____) Days After receipt, sign and return Escrow Holder's general provisions.
- (2) (a) ☒ Buyer ☐ Seller shall pay for owner's title insurance policy specified in paragraph 13E _____.
- (b) Owner's title policy to be issued by Placer Title.
- (Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) ☐ Buyer ☒ Seller shall pay County transfer tax or fee _____.
- (2) ☐ Buyer ☐ Seller shall pay City transfer tax or fee _____.
- (3) ☐ Buyer ☐ Seller shall pay Homeowners' Association ("HOA") transfer fee _____.
- (4) Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525.
- (5) ☐ Buyer ☐ Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
- (6) Buyer to pay for any HOA certification fee.
- (7) ☐ Buyer ☐ Seller shall pay for any private transfer fee _____.
- (8) ☐ Buyer ☐ Seller shall pay for _____.
- (9) ☐ Buyer ☐ Seller shall pay for _____.
- (10) ☐ Buyer ☐ Seller shall pay for the cost, not to exceed \$ _____, of a standard (or ☐ upgraded) one-year home warranty plan, issued by _____, with the following optional coverages: ☐ Air Conditioner ☐ Pool/Spa ☐ Other: _____.
- Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

OR ☒ Buyer waives the purchase of a home warranty plan. Nothing in this paragraph precludes Buyer's purchasing a home warranty plan during the term of this Agreement.

8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in paragraph 8 B or C.

B. ITEMS INCLUDED IN SALE: Except as otherwise specified or disclosed,

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms and the following if checked: ☒ all stove(s), except _____; ☒ all refrigerator(s) except _____; ☐ all washer(s) and dryer(s), except _____;
- (3) The following additional items: _____.
- (4) Existing integrated phone and home automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are (☐ are NOT) included in the sale.
- (5) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller shall, within the time specified in paragraph 14A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 14B and C.
- (6) Seller represents that all items included in the purchase price, unless otherwise specified, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to 8B(5) and _____, and (ii) are transferred without Seller warranty regardless of value.

C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, the following items are excluded from sale: (i) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (ii) furniture and other items secured to the Property for earthquake purposes; and (iii) _____.

_____. Brackets attached to walls, floors or ceilings for any such component, furniture or item shall remain with the Property (or ☐ will be removed and holes or other damage shall be repaired, but not painted).

9. CLOSING AND POSSESSION:

- A.** Buyer intends (or ☒ does not intend) to occupy the Property as Buyer's primary residence.
- B. Seller-occupied or vacant property:** Possession shall be delivered to Buyer: (i) at 6 PM or (_____) AM/_____) PM on the date of Close Of Escrow; (ii) ☐ no later than _____ calendar days after Close Of Escrow; or (iii) ☐ at _____ AM/_____) PM on _____.

Buyer's Initials X (see) _____

Seller's Initials X (AA) _____

RPA-CA REVISED 12/18 (PAGE 3 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 3 OF 10)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

6996 Leisure



- C. **Seller remaining in possession After Close Of Escrow:** If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as ☐ C.A.R. Form SIP, for Seller continued occupancy of less than 30 days, ☐ C.A.R. Form RLAS for Seller continued occupancy of 30 days or more; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
- D. **Tenant-occupied property:** Property shall be vacant at least 5 (or) Days Prior to Close Of Escrow, unless otherwise agreed in writing. Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.
- OR ☐ **Tenant to remain in possession (C.A.R. Form TIP).**
- E. At Close Of Escrow, Seller assigns to Buyer any assignable warranty rights for items included in the sale; and Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.
- F. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.
- 10. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:**
- A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer: (i) if required by Law, a fully completed: Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) unless exempt, fully completed disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD).
- (2) Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed and signed the Seller section(s) and the Seller's Agent, if any, has completed and signed the Seller's Brokerage Firm section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Brokerage Firm, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Brokerage Firm.
- (3) **Note to Buyer and Seller:** Waiver of Statutory and Lead Disclosures is prohibited by Law.
- (4) Within the time specified in paragraph 14A, (i) Seller, unless exempt from the obligation to provide a TDS, shall, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ); (ii) if Seller is not required to provide a TDS, Seller shall complete and provide Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD).
- (5) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.
- (6) In the event Seller or Seller's Brokerage Firm, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.
- (7) If any disclosure or notice specified in paragraph 10A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within 3 Days After Delivery in person, or 5 Days After Delivery by deposit in the mail, or by an electronic record satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of cancellation to Seller or Seller's agent.
- B. **NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS:** Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- C. **WITHHOLDING TAXES:** Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).
- D. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
- E. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.
- F. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
- (1) **SELLER HAS:** 7 (or) Days After Acceptance to disclose to Buyer if the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).

Buyer's Initials X (Bec) Seller's Initials X (JA) 

(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or ____) Days After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). (vi) private transfer fees; (vii) Pet fee restrictions; and (viii) smoking restrictions. Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

11. CONDITION OF PROPERTY: Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.

A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.

B. Buyer has the right to conduct Buyer Investigations of the Property and, as specified in paragraph 14B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.

C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.

12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to: (i) a general physical inspection; (ii) an inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) inspect for lead-based paint and other lead-based paint hazards; (iv) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA); (v) review the registered sex offender database; (vi) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; and (vii) review and seek approval of leases that may need to be assumed by Buyer. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report; or inspections by any governmental building or zoning inspector or government employee, unless required by Law.

B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 14B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.

C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.

D. **Buyer indemnify and seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

13. TITLE AND VESTING:

A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.

B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.

C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.

D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

E. Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.

Buyer's Initials X (Dec) _____

Seller's Initials X HA _____

RPA-CA REVISED 12/18 (PAGE 5 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 5 OF 10)



- 14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
- A. **SELLER HAS:** 7 (or) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5, 6, 7, 8B(5), 10A, B, C, and F, 11A and 13A. If, by the time specified, Seller has not Delivered any such item, Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement.
- B. (1) **BUYER HAS:** 17 (or 0) Days After Acceptance, unless otherwise agreed in writing, to:
- (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(5), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.
 - (2) Within the time specified in paragraph 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
 - (3) By the end of the time specified in paragraph 14B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 14A, then Buyer has 5 (or) Days After Delivery of any such items, or the time specified in paragraph 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
 - (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 14B(1) and before Seller cancels, if at all, pursuant to paragraph 14D, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14D(1).
 - (5) **Access to Property:** Buyer shall have access to the Property to conduct inspections and investigations for 17 (or) Days After Acceptance, whether or not any part of the Buyer's Investigation Contingency has been waived or removed.
- C. ☒ **REMOVAL OF CONTINGENCIES WITH OFFER:** Buyer removes the contingencies specified in the attached Contingency Removal form (C.A.R. Form CR). If Buyer removes any contingency without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Broker.
- D. **SELLER RIGHT TO CANCEL:**
- (1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - (2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A, or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 3C or 3H; (v) In writing assume or accept leases or liens specified in 8B5; (vi) Return Statutory and Lead Disclosures as required by paragraph 10A(5); or (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 21B; or (viii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- E. **NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 (or) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14.
- F. **EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- G. **CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 (or) Days After Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days Prior to the scheduled close of escrow.
- H. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit. (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

Buyer's Initials X Bec ()Seller's Initials X HA ()

- Buyer's Initials x Bec ()
RPA-CA REVISED 12/18 (PAGE 7 OF 10)



- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 18A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 18A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

21. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Except as provided in paragraph 14H, release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM RID).**

Buyer's Initials Bec /Seller's Initials SA**22. DISPUTE RESOLUTION:**

- A. **MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.** Exclusions from this mediation agreement are specified in paragraph 22C.

B. ARBITRATION OF DISPUTES:

The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 22C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials Bec /Seller's Initials SA**C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:**

- (1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

Buyer's Initials X(Bec) ()Seller's Initials X(SA) ()

RPA-CA REVISED 12/18 (PAGE 8 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 8 OF 10)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

6996 Leisure

- (2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- (3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
23. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
24. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
25. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 22A.
26. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller. (C.A.R. Form AOA).
27. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
28. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initiated by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
29. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.
30. **DEFINITIONS:** As used in this Agreement:
- A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
 - B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
 - C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
 - D. "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded.
 - E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
 - F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
 - G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
 - H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
 - I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 10, regardless of the method used (i.e., messenger, mail, email, fax, other).
 - J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
31. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by Michael Lango, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by ☐ AM/ ☐ PM, on _____ (date)).

☐ One or more Buyers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms.

Date 11/8/19 BUYER Birgitta Corsello

(Print name) Solano County by Birgitta Corsello

Date _____ BUYER _____

(Print name) _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

Seller's Initials ML

Property Address: **6996 Leisure Town Road, Vacaville, CA 95688**

Date: **November 6, 2019**

32. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☐ (If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED:

☐ One or more Sellers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date **11-13-19** SELLER *[Signature]*

(Print name) **Marks Growing Center Inc, By Susan Avery**

Date _____ SELLER

(Print name) _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

(_____/_____) (Do not initial if making a counter offer.) CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____

☐ AM/ ☐ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

B. Agency relationships are confirmed as stated in paragraph 2.

C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.

D. COOPERATING (BUYER'S) BROKER COMPENSATION: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

E. PRESENTATION OF OFFER: Pursuant to Standard of Practice 1-7, if Buyer's Broker makes a written request, Seller's Broker shall confirm in writing that this offer has been presented to Seller.

Buyer's Brokerage Firm **Michael Lango Real Estate**

By _____ DRE Lic. # **00597142**

By **Michael Lango** DRE Lic. # **00597142** Date _____

Address **414 Oakwood Drive** City **Fairfield** State **Ca** Zip **94534**

Telephone _____ Fax _____ E-mail **mjlango@gmail.com**

Seller's Brokerage Firm **RE/MAX Gold Downtown Vacaville** DRE Lic. # **01215931**

By **Lynn Farris** DRE Lic. # **00681679** Date **11-13-19**

By _____ DRE Lic. # _____ Date _____

Address **490 Merchant St. Ste 101** City **Vacaville** State **CA** Zip **95688**

Telephone **(707)529-0778** Fax **(916)536-7620** E-mail **lynnfarris@comcast.net**

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (If checked, ☐ a deposit in the amount of \$ _____).

counter offer numbers _____ ☐ Seller's Statement of Information and _____, and agrees to act as Escrow Holder subject to paragraph 20 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

☐ Department of Business Oversight, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: (_____) Seller's Broker presented this offer to Seller on _____ (date).

Broker or Designee Initials _____

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).

Seller's Initials _____

©1991- 2018, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats.

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.



Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Buyer Acknowledges that page 10 is part of this Agreement X *[Signature]* Buyer's Initials



RPA-CA REVISED 12/18 (PAGE 10 of 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 10 OF 10)

Produced with zipForm® by ziplogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

6996 Leisure



BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)

Property Address **6996 Leisure Town Road, Vacaville, CA 95688**

1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

- A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
- B. SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
- C. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
- D. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
- E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
- F. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
- G. EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
- H. FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
- I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
- J. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
- K. SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
- L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer *Birgitta Corsetto*
Solano County by Birgitta Corsetto

Buyer _____

©1991-2004, California Association of REALTORS®, Inc. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.



Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

BIA REVISED 11/14 (PAGE 1 OF 1)

BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)





REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR BUYER REPRESENTATIVES)

(C.A.R. Form RCSD-B, Revised 6/19)

This form is not an assignment. It should not be used to add new parties after a contract has been formed. The purpose of this form is to identify who the principal is in the transaction and who has authority to sign documents on behalf of the principal.

This is a disclosure to one or more of the following: Purchase Agreement, Buyer Representation Agreement, or Other Agreement, specified below in which Solano County by Birgitta Corsello is identified as "Buyer". If a trust, identify Buyer as the trustee(s) of the trust or by simplified trust name (e.g. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust 3.). Full name of trust should be identified in 1A below. If power of attorney, insert principal's name as Buyer.

1. A. ☐ TRUST: (1) Assets used to acquire/lease the Property are held in trust pursuant to a trust document titled (Name of trust: _____)

(2) The person(s) signing below is/are Sole/Co/Successor Trustee(s) of the Trust.

B. ☒ ENTITY: Buyer is a ☐ Corporation, ☐ Limited Liability Company, ☐ Partnership ☒ Other: _____ which has authorized the officer(s), managing member(s), partner(s) or person(s) signing below to act on its behalf. An authorizing resolution of the applicable body of the entity described above ☐ is ☐ is not attached.

C. ☐ POWER OF ATTORNEY: Buyer ("Principal") has authorized the person(s) signing below ("Attorney-In-Fact", "Power of Attorney" or "POA") to act on his/her behalf pursuant to a General Attorney (Specific Power of Attorney for the Property), dated _____. This form is not a Power of Attorney. A Power of Attorney must have already been executed before this form is used.

D. ☐ ESTATE: (1) Buyer is an ☐ conservatorship, or ☐ guardianship identified by Superior Court Case name as _____, Case # _____. (2) The person(s) signing below is/are court approved representatives (whether designated as Sole or Co-Executor, Administrator, Conservator, Guardian) of the estate, conservatorship or guardianship identified above.

2. Buyer's Representative represents that the trust, entity or power of attorney for which that Party is acting already exists.

Buyer:

By Birgitta Corsello Date: 11-8-19

(Sign Name of Trustee, Officer, Managing Member, Partner, or Attorney-in-Fact)

(Print Representative Name) Birgitta Corsello, County Administrator Title: _____

By _____ Date: _____

(Sign Name of Trustee, Officer, Managing Member, Partner, or Attorney-in-Fact)

(Print Representative Name) _____ Title: _____

Acknowledgement of Receipt By Other Party:

AT TIME OF SALE

Buyer and Marks Growing Center Inc, By Susan Avery ("Seller") are parties to a Purchase Agreement dated 11/06/2019 for property known as 6996 Leisure Town Road, Vacaville, CA 95688.

Seller Susan Avery Date 11-13-19

Marks Growing Center Inc, By Susan Avery

Seller _____ Date _____



AT TIME OF BUYER REPRESENTATION AGREEMENT

Buyer and Michael Lango Real Estate ("Buyer's Broker") are parties to a Buyer Representation Agreement dated _____.

Real Estate Broker _____

By _____ Date _____

Michael Lango

© 2019 California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.



Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

RCSD-B REVISED 6/19 (PAGE 2 OF 2)



REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (RCSD-B PAGE 2 OF 2)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48028 www.ziplogix.com

6996 Leisure



CALIFORNIA
ASSOCIATION
OF REALTORS®

ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 1

The following terms and conditions are hereby incorporated in and made a part of the: ☒ Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), ☐ Other _____

dated November 6, 2019, on property known as 6996 Leisure Town Road
Vacaville, CA 95688

in which Solano County by Birgitta Corsello is referred to as ("Buyer/Tenant")
and Marks Growing Center Inc, By Susan Avery is referred to as ("Seller/Landlord").

(1) Property to sell "As is" with no repairs made by the seller. Any remaining personal property to be removed by the buyer.

(2) Seller to allow access to the buyer prior to close of escrow, see attached lease agreement. In exchange, the \$10,000 earnest money deposit is non-refundable. Buyer to provide insurance and/or hold harmless indemnifying the seller during the lease period. No capital improvements to be made until after close of escrow.

(3) Buyer has completed all their investigations and inspections, see attached contingency removal form

(4) Sale is subject to signed approval by the Solano County Board of Supervisors, to be no later than December 11, 2019.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____

Date 11-13-19

Buyer/Tenant X Birgitta Corsello
Solano County by Birgitta Corsello

Seller/Landlord X Susan Avery
Marks Growing Center Inc, By Susan Avery

Buyer/Tenant _____

Seller/Landlord _____

© 1986-2015, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats.

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)





In accordance with the terms and conditions of the: ☒ Residential Purchase Agreement (C.A.R. Form RPA-CA), ☐ Request For Repair (C.A.R. Form RR), ☐ Response And Reply To Request For Repair (C.A.R. Form RRRR) or ☐ Other _____

dated 11/06/2019, on property known as 6996 Leisure Town Road, Vacaville, CA 95688 ("Property"),
between Solano County by Birgitta Corsello ("Buyer"),
and Marks Growing Center Inc, By Susan Avery ("Seller").

I. BUYER REMOVAL OF BUYER CONTINGENCIES:

1. With respect to any contingency and cancellation right that Buyer removes, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations and review of reports and other applicable information and disclosures; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and, expense, if any, for Repairs, corrections, or for the inability to obtain financing. Waiver of statutory disclosures is prohibited by law.

2. Buyer removes those contingencies specified below.

A. ONLY the following individually checked Buyer contingencies are removed:

1. ☐ Loan (Paragraph 3J)
2. ☐ Appraisal (Paragraph 3I)
3. ☐ Buyer's Investigation Contingency (Paragraph 12)
 - A. ☐ Only the physical inspection portion of Buyer's Investigation (Paragraph 12)
 - B. ☐ All Buyer Investigations other than a physical inspection (Paragraph 12)
 - C. ☐ Entire Buyer's Investigation Contingency (Paragraph 12)
4. ☐ Condominium/Planned Development (HOA or OA) Disclosures (Paragraph 10F)
5. ☐ Reports/Disclosures (Paragraphs 7 and 10)
6. ☐ Title: Preliminary Report (Paragraph 13)
7. ☐ Sale of Buyer's Property (Paragraph 4B)
8. ☐ Review of documentation for leased or liened items (Paragraph 8B(5))
9. ☐ Other: _____
10. ☐ Other: _____

OR B. ☒ ALL Buyer contingencies are removed, EXCEPT: ☐ Loan Contingency (Paragraph 3J); ☐ Appraisal Contingency (Paragraph 3I); ☐ Contingency for the Sale of Buyer's Property (Paragraph 4B); ☐ Condominium/Planned Development (HOA) Disclosures (Paragraph 10F); ☒ Other Signed approval from the Solano County Board of Supervisors

OR C. ☐ BUYER HEREBY REMOVES ANY AND ALL BUYER CONTINGENCIES.

3. Once all contingencies are removed, whether or not Buyer has satisfied him/herself regarding all contingencies or received any information relating to those contingencies, Buyer may not be entitled to a return of Buyer's deposit if Buyer does not close escrow. This could happen even if, for example, Buyer does not approve of some aspect of the Property or lender does not approve Buyer's loan.

NOTE: Paragraph numbers refer to the California Residential Purchase Agreement (C.A.R. Form RPA-CA). Applicable paragraph numbers for each contingency or contractual action in other C.A.R. contracts are found in Contract Paragraph Matrix (C.A.R. Form CPM).

Buyer X Birgitta E. Corsello Date 11-8-19
Solano County by Birgitta Corsello
Buyer _____ Date _____

II. SELLER REMOVAL OF SELLER CONTINGENCIES: Seller hereby removes the following Seller contingencies:

- ☐ Finding of replacement property (C.A.R. Form SPRP); ☐ Closing on replacement property (C.A.R. Form SPRP)
☐ Other _____

Seller X _____ Date _____

Seller _____ Date _____

(Initials) (Initials) **CONFIRMATION OF RECEIPT:** A copy of this signed Contingency Removal was personally received by ☐ Buyer ☒ Seller or authorized agent on 11-13-19 (date), at 10:36 ☒ AM / ☐ PM.

© 2019, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

CR REVISED 6/16 (PAGE 1 OF 1)

CONTINGENCY REMOVAL (CR PAGE 1 OF 1)





CALIFORNIA
ASSOCIATION
OF REALTORS®

**WIRE FRAUD AND ELECTRONIC FUNDS
TRANSFER ADVISORY**
(C.A.R. Form WFA, Revised 12/17)

Property Address: 6996 Leisure Town Road, Vacaville, CA 95688

("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: <http://www.nw3c.org/>

On Guard Online: <https://www.onguardonline.gov/>

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant X Birgitta Corsello Solano County by Birgitta Corsello Date 11-8-19
Buyer/Tenant _____ Date _____
Seller/Landlord X Susan Avery Marks Growing Center Inc, By Susan Avery Date 11-13-19
Seller/Landlord _____ Date _____

©2016-2017, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats.

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

WFA REVISED 12/17 (PAGE 1 OF 1)

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)

Windermere Hulsey & Associates, 490 Merchant St., Ste 101 Vacaville CA 95688
Lynn Farris

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Phone: 707-529-0778

Fax: 866-452-9557

6996 Leisure





CALIFORNIA
ASSOCIATION
OF REALTORS®

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/18)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller *[Signature]* Marks Growing Center Inc, By Susan Avery Date 11-13-19
Seller _____ Date _____

Buyer *[Signature]* Solano County by Birgitta Corsello Date 11-8-19
Buyer _____ Date _____

Buyer's Brokerage Firm Michael Lango Real Estate DRE Lic # 00597142 Date _____
By _____ DRE Lic # 00597142 Date _____

Michael Lango
Seller's Brokerage Firm RE/MAX Gold Downtown Vacaville DRE Lic # 01215931 Date 11-13-19
By *[Signature]* DRE Lic # 00681679 Date _____
Lynn Farris

© 2018, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats.
THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

PRBS REVISED 12/18 (PAGE 1 OF 1)



POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)



CALIFORNIA
ASSOCIATION
OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Buyer's Brokerage Firm to Buyer)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/18)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant Birgitta Corsetto Date 11-8-19
Solano County by Birgitta Corsetto

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent Michael Lango Real Estate DRE Lic. # 00597142

By Michael Lango Real Estate Broker (Firm) DRE Lic. # 00597142 Date 11-13-19

(Salesperson or Broker-Associate, if any) Michael Lango

© 1991-2018, California Association of REALTORS®, Inc.

AD REVISED 12/18 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

Windermere Hulsey & Associates, 490 Merchant St., Ste 101 Vacaville CA 95688
Lynn Farris Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026

Phone: 707-529-0778 Fax: 866-652-9557
www.zipLogix.com

6996 Leisure



CIVIL CODE SECTIONS 2079.13 -- 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 701 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is the broker of (check one): <input type="checkbox"/> the seller; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Seller's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is (check one): <input type="checkbox"/> the Seller's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)		
Buyer's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is the broker of (check one): <input type="checkbox"/> the buyer; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Buyer's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is (check one): <input type="checkbox"/> the Buyer's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)		

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

© 1991-2018, California Association of REALTORS®, Inc.
THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020



AD REVISED 12/18 (PAGE 2 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

6996 Leisure

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of _____, 2019, by and between the County of Solano, a political subdivision of the State of California ("County"), and Marks Growing Center, Inc. by Susan Avery (hereinafter "SELLER").

RECITALS

- A. Seller is the owner of the real property located at 6996 Leisure Town Road, Vacaville , CA (Property) which consists of a 1,613 sq. ft house on a 2.32 acre parcel.
- B. County has made an offer to purchase the Property which Seller has accepted ("Purchase Agreement").
- C. County desires immediate access to the Property prior to the close of escrow and Seller is willing to allow County access upon the terms and conditions below.

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1) PREMISES. Seller agrees to lease to the County the Property, which is described and identified in **Exhibit A** (Premises Description and Plat Map) and incorporated into this Agreement.

2) TERM; TERMINATION.

- A. Unless terminated below, the term of this Agreement (the "Term") shall commence upon execution of this Agreement (the "Commencement Date") and expire on the close of escrow (the "Expiration Date").
- B. Should the County Board of Supervisors not approve the purchase of the Property or should escrow not close as a result of the County for whatever reason, the Lease may be terminated by Seller upon 30 days written notice to the County. County shall remove all County-owned property from the Property by the date of termination.

3) RENT PAYMENT TO SELLER.

As consideration for its use of the Property throughout the Term, County agrees to forfeit its \$10,000 deposit under the Purchase Agreement.

4) UTILITIES. Seller shall be responsible for and shall pay for all charges for utility services furnished to the Property during the Term.

5) CONDITION OF PREMISES. County acknowledges and agrees that County is accepting the Property in an "as-is" condition and that the Seller has not agreed to undertake or provide any improvements to the Property.

6) MAINTENANCE.

County is obligated to maintain the Property and all associated improvements on the Property, including, but not limited to, buildings, fixtures and landscaping in a reasonably professional, clean and attractive

condition at all times, normal wear and tear excepted.

7) REPAIRS.

With the exception of negligence by the County resulting in damage to the Property, the County shall not be responsible for or obligated to make any repairs to the Property during the Term but may, at its sole option, elect to make any necessary repairs to be able to access the Property, upon prior written notice to Seller.

8) ALTERATIONS. County shall not make or permit any other person to make alterations to the Property without the prior written consent of Seller, except that County may install a security fence and store its sheds and other County-owned assets on the Property during the Term.

9) INDEMNIFICATION. County indemnifies, agrees to defend and hold harmless Seller, its employees, agents and officers from and against any liability, damages, injuries, or claims for damages by reason of injury to any person or persons, or property of any kind whatsoever and to whomsoever belonging, arising from the operations and/or use of the Property by County, its agents, customers, business invitees and/or any persons acting on County's behalf, except for those damages arising out of the negligence or willful misconduct of the Seller.

10) INSURANCE. County shall, at its sole cost and expense, procure and maintain during the entire term of this Agreement commercial general liability and property damage insurance in accordance with the requirements of Exhibit B, which is attached and incorporated into this Agreement. Proof of insurance shall be submitted to Seller prior to the Commencement Date of the Term.

11) NOTICES. All notices required by this Agreement shall be in writing and given to the party as follows:

SELLER:

Marks Growing Cent
Attn: Sue Avery, President
200 Peach Tree
Vacaville, CA 95688

COUNTY:

County of Solano,
Attn: Megan Greve, General Services Director
675 Texas Street, #2500
Fairfield, CA 94533

Any notice or demand required to be given shall be made by certified or registered mail, return receipt requested, or reliable overnight courier. County or Lessee or its Successor may from time to time designate any other address for this purpose by written notice to the other party.

12) SEVERABILITY/WAIVER. If any provision of this Agreement shall be determined to be invalid by any court of competent jurisdiction, the remaining portions of this Agreement shall remain in full force and effect. Waiver by either party of any of its rights under this Agreement must be in writing and shall not constitute a waiver of any other rights such party may have.

13) AMENDMENT. The terms of this Agreement may be amended only in a writing signed by County and Lessee (or its Successor, following the Assignment).

14) SUCCESSORS APPLICABLE LAW. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties. The laws of the State of California shall govern this Agreement.

15) DAMAGE. If the Property is damaged or destroyed during the Term, Seller may elect to terminate this Agreement as of the date of the damage or destruction by giving notice to County no less than fifteen (15) days following the date of such damage or destruction.

16) ENTIRE AGREEMENT. This Agreement embodies the entire agreement between County and Lessee (or its Successor, following the Assignment) with relation to the contemplated transaction, and there have been and are no covenants, agreements, representations, warranties, or restrictions between County and Lessee (or its Successor, following the Assignment) with regard to this Agreement other than those specifically set forth in this Agreement.

The parties, as duly authorized to do so, have executed this Agreement as of the date first written above.

SELLER

COUNTY

MARKS GROWING CENTER

COUNTY OF SOLANO, a political subdivision
of the State of California

By: 

Susan Avery

By: 

Birgitta E. Corsello,
County Administrator

EXHIBIT A

The land referred to is situated in the unincorporated area of the County of Solano, State of California, and is described as follows:

Parcel One:

The west one-half of Lot 6, Map of C. Locke Paddon Colony No. 17, which map filed October 4, 1920, in Book 7 of Maps, Page 5, Solano County Records.

Parcel Two:

That certain easement granted in the deed to George M. Santos, et ux, recorded April 22, 1963, Book 1196, Page 185, Official Records, Solano County Records and more particularly described as follows:

Together with an easement in, under, over and across, the north 15 feet of the east one-half of said Lot 6, for the free flow and passage of water by pipeline, ditch or by any other means that may from time to time be practicable, for the use and benefit of the said west one-half of Lot 6.

APN: 0133-050-230

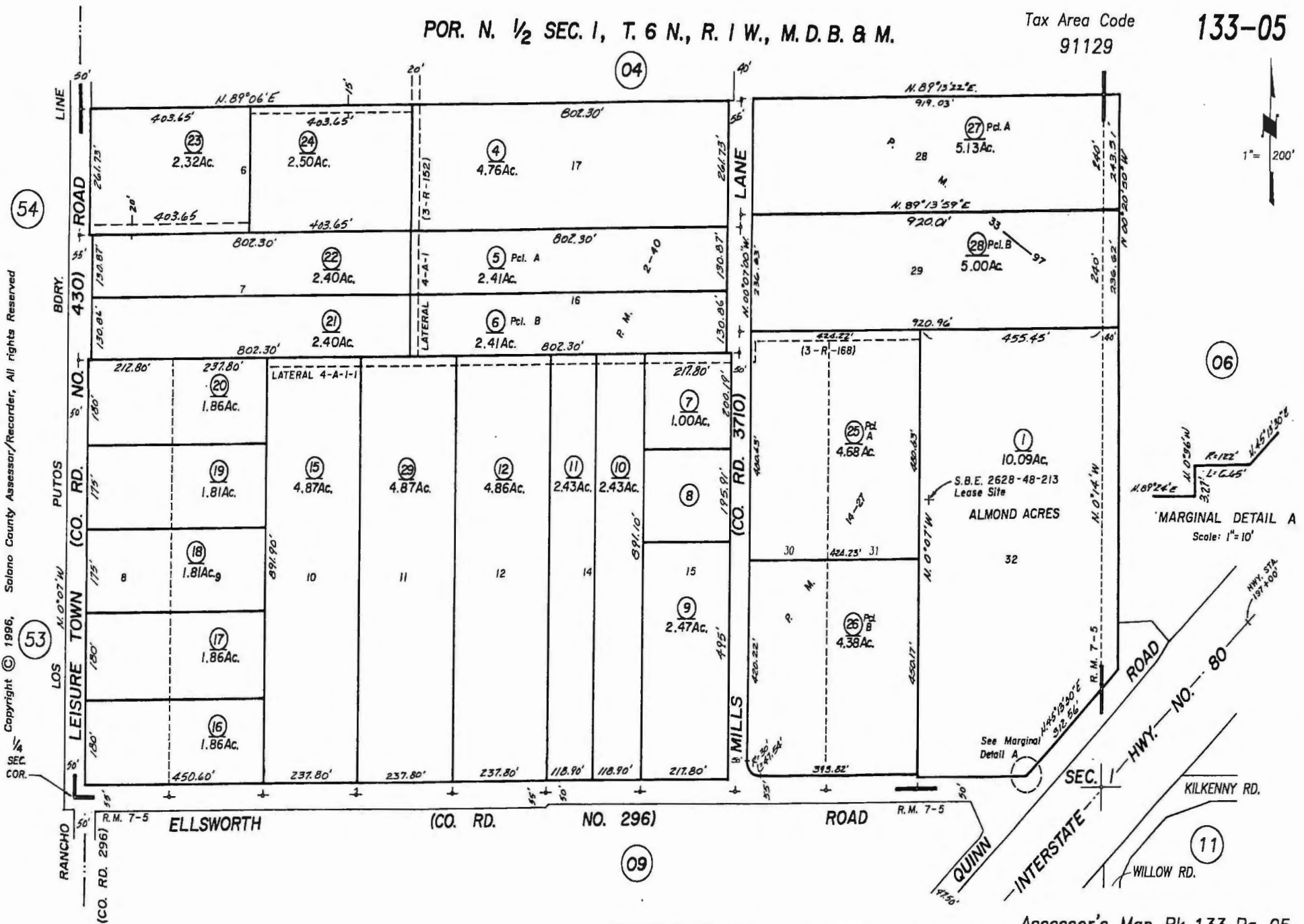
POR. N. 1/2 SEC. 1, T. 6 N., R. 1 W., M. D. B. & M.

Tax Area Code
91129

133-05

1" = 200'

Copyright © 1996, Solano County Assessor/Recorder, All rights Reserved



C. Locke Paddon Colony No.17 , R.M. Bk.7 Pg.5

Assessor's Block Numbers Shown in Ellipses, Assessor's Parcel Numbers Shown in Circles

SBE 17-006	1-17-17	Cr
Adj. Pg. 53A54(Rm)	9-6-06	Cr
SBE-P.U.	4-8-96	SW
Q50-29	3-11-92	SS
REVISION	DATE	BY

NOTE: This map is for assessment purposes only. It is not intended to define legal boundary rights or imply compliance with land division laws.

Assessor's Map Bk.133 Pg. 05
County of Solano, Calif.

17-18

EXHIBIT B
INSURANCE REQUIREMENTS

- A. Without limiting County's obligation to indemnify Seller, County agrees to procure and maintain for the duration of this Agreement 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 County, County'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, code1 (any auto).
 - (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- C. Minimum Limits of Insurance
County must maintain limits no less than:
- | | | |
|--|---|--|
| (1) General Liability:
(Including operations, products and completed operations.) | \$5,000,000 | 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: | \$5,000,000 | per accident for bodily injury and property damage with an MCS-90 endorsement |
| (3) Workers' Compensation: | As required by the State of California. | |

NOTICE OF INTENDED PURCHASE OF REAL PROPERTY
(Govt. Code " 6063 & 25350)

Please take notice that on December 10, 2019 at 9:00 a.m., or as soon as possible thereafter, at 675 Texas Street, Fairfield, California, the Solano County Board of Supervisors will meet to consider the adoption of a resolution authorizing the purchase of real property and improvements located at 6996 Leisure Town Road, Vacaville, California (APN 0133-050-230).

November 24, 2019

Megan Greve
Solano County General Services Director
(707)784-7900

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 6996 LEISURE TOWN ROAD,
VACAVILLE, CA (ASSESSOR'S PARCEL No. 0133-050-230)**

Whereas, Mark's Growing Center, Inc. ("Seller") has owned and operated the property located at 6996 Leisure Town Road in the unincorporated area of Vacaville in Solano County, more particularly described by Solano County Assessor's Parcel Number 0133-050-230, (the "Property") as a supportive residential group home since 1995; and

Whereas, Seller no longer has a need to operate a supportive residential group home on this site and has decided to sell the property; and

Whereas, the County has a need for emergency shelter and transitional housing for individuals that require treatment and rehabilitative services and desires to purchase the Property from Seller pursuant to the terms of the Residential Purchase Agreement and Joint Escrow Instructions that has been negotiated with Seller; and

Whereas, California Government Code section 25350 authorizes the Board to acquire real property; and

Whereas, notice of the intention to purchase the Property was giving in accordance with California Government Code sections 6063 and 25350; and

Whereas, acquisition of the Property and its continued use as supportive residential housing is categorically exempt from CEQA pursuant to State CEQA guidelines section 15301 and 15061(b)(3) because the proposed project involves the transfer of title to the real property for the continued use of existing improvements situated on the Property with no major improvements occurring at this time and no significant impacts on the environment.

Resolved, the Solano County Board of Supervisors finds that the proposed acquisition is categorically exempt from CEQA pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3) because the purpose of purchase the Property is to continue its use as supportive residential housing and it can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment.

Further resolved, the Solano County Board of Supervisors authorizes the County Administrator:

1. To execute the Residential Purchase Agreement and Joint Escrow Instructions to acquire the Property for \$550,000 and to take all actions necessary including the execution of a certificate of acceptance to accept the recording of title for the real property;
2. To take any additional actions necessary to initiate renovations and improvements to use the Property for its intended use in an amount not to exceed \$425,000;
3. To solicit and contract with a non-profit organization to maintain and operate the Property as an emergency shelter and residential transitional housing program.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on December 10, 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

NOTICE OF INTENDED PURCHASE OF REAL PROPERTY
(Govt. Code Sections 6063 & 25350)

Please take notice that on January 7, 2020 at 9:00 a.m., or as soon as possible thereafter, at 675 Texas Street, Fairfield, California, the Solano County Board of Supervisors will meet to consider the adoption of a resolution authorizing the purchase of real property and improvements located at 6996 Leisure Town Road, Vacaville, California (APN 0133-050-230).

December 15, 2019

Megan Greve
Solano County General Services Director
(707)784-7900



Solano County

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

Meeting Minutes - Action Only Board of Supervisors

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

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

James P. Spering (Dist. 3)
(707) 784-6136

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

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

Tuesday, December 10, 2019

8:30 AM

Board of Supervisors Chambers

51 [19-937](#)

Adopt a resolution authorizing the County Administrative Officer to execute all documents necessary to acquire 6996 Leisure Town Road, (unincorporated area of Vacaville) for \$550,000 plus closing costs to be used as emergency shelter and transitional housing to address the expanding need for emergency shelters; Authorize the County Administrator to take any additional actions necessary to facilitate the purchase and initiate renovations and improvements to the site to use the property for its intended use estimated to be \$425,000; Approve an Appropriations Transfers Request (ATR) for \$975,000 to increase appropriations in Budget Unit 1668 to finance the acquisition, renovation and improvements to the site funded by Accumulated Capital Outlay Fund's Contingencies (4/5 vote required); and Delegate authority to the County Administrator to pursue housing and grant fund opportunities and to solicit and contract with a non-profit organization to maintain and operate the property as an emergency shelter

Attachments: [A - Purchase Agreement](#)
 [B - Public Notice](#)
 [C - Resolution for Land Purchase](#)

On motion of Supervisor Thomson, seconded by Supervisor Spering, the Board continued this item to the January 7, 2019 regular meeting. Supervisors Hannigan and Vasquez voted no. So ordered by 3-2 vote.



Solano County

HOMELESS CENSUS & SURVEY

COMPREHENSIVE REPORT

2019

ABOUT THE RESEARCHER

Applied Survey Research (ASR) is a social research firm dedicated to helping people build better communities by collecting meaningful data, facilitating information-based planning, and developing custom strategies. The firm was founded on the principle that community improvement, initiative sustainability, and program success are closely tied to assessment needs, evaluation of community goals, and development of appropriate responses.

HOUSING INSTABILITY RESEARCH DEPARTMENT

Project Manager: Marissa Jaross, MPH

Senior Data Analyst: Yoonyoung Kwak, Ph.D.

Graphic Design and Layout: Jenna Gallant

Department Vice President: Peter Connery

Department Director: Samantha Green, MSc

Department Coordinator: Jenna Gallant

SUGGESTED CITATION

Jaross, M., Kwak, Y., & Gallant, J. (2019). Solano County Homeless Count and Survey Comprehensive Report 2019. *Applied Survey Research*.

LOCATIONS

Central Coast:

55 Penny Lane, Suite 101
Watsonville, CA 95076
tel 831-728-1356

Bay Area:

1871 The Alameda, Suite 180
San Jose, CA 95126
tel 408-247-8319

www.appliedsurveyresearch.org



Acknowledgements

The considerable talents and efforts of many individuals helped ensure the success of this endeavor. Solano County Joint Powers Authority (JPA) and Applied Survey Research (ASR) would like to thank the many service providers who facilitated the process of homeless peer enumeration by recruiting count workers, assisting in the administration of surveys, and opening the doors of their facilities to host training sessions, deploy count workers, and distribute surveys. Finally, Solano County JPA and ASR would like to thank the homeless count and survey workers, as well as the survey respondents, whose efforts are reflected throughout the findings of this report.

FINANCIAL SUPPORT

City of Benicia
City of Dixon
City of Fairfield

City of Rio Vista
City of Suisun City
City of Vacaville

City of Vallejo
County of Solano

PROJECT COORDINATORS

Carolyn Wylie, MPP, J.D.
Deputy Director, Homepage

Marie Libeson, M.A.
Paralegal, Homepage

Kyle Wehner
Policy Analyst, Homepage

Kelly Shaban, J.D.
Managing Attorney, Homepage

Taylor Kiely, M.S.W.
Policy Analyst, Homepage

HOUSING FIRST SOLANO CONTINUUM OF CARE BOARD

John Eckstrom
Shelter, Inc.

Kathy Lawton-Caesar
City of Suisun City

Reginald Doss
3rd Degree Grace

Katrina Morrow
Circle of Friends

Sandy Rose
County of Solano

Joey Carrizales
Citizen of Vallejo

Scott Mulvey
City Church 2:42

Tranine Chisom
Caminar, Inc.

Ruth Matz
Community Action North Bay

Shelley Tiran, Secretary
City of Fairfield

Maurilio Leon
CHOC Housing

Colleen Berumen, Chair
Opportunity House

Tamara Colden
City of Vacaville

Michael Ambrose
Fairfield Police Department

Debi Tavey, Vice-Chair
Fairfield-Suisun Chamber of Commerce

Judy Shepard-Hall
City of Vallejo

Lori Bowley
Veterans Administration

Madonna Garcia-Crowley
La Clinica de la Raza

TRAINING, DEPLOYMENT & SURVEY DISTRIBUTION SITES

SPECIAL THANKS TO:

Judy Shepard-Hall
City of Vallejo

Carolyn Burrell
Christian Help Center, Vallejo

Shelley Tiran
City of Fairfield

Gerald Chan
*Community Action North Bay,
Fairfield*

Emily Cantu
City of Vacaville

Colleen Berumen
Opportunity House, Vacaville

YOUTH COUNT & SURVEY COORDINATORS

County of Solano
Special Thanks to Kristian Moore

Seneca Family of Agencies
Special Thanks to Caleb Hervey

Solano County Office of Education, Educational Options
Special Thanks to Christopher Morris



Table of Contents

ACKNOWLEDGEMENTS	3
Financial Support	3
Project Coordinators	3
Training, Deployment & Survey Distribution Sites	4
Youth Count & Survey Coordinators	4
INTRODUCTION	6
Federal Definition of Homelessness for the Point-in-Time Census	7
Project Purpose and Goals	7
EXECUTIVE SUMMARY	8
POINT-IN-TIME COUNT	10
Number and Characteristics of Homeless Persons in Solano County	11
Point-in-Time Count: Subpopulations	15
HOMELESS SURVEY FINDINGS	27
Duration and Recurrence of Homelessness	28
Living Accommodations	29
Primary Cause of Homelessness	32
Services and Assistance	33
Employment, Income, and Education	35
Health	37
Domestic Violence and Abuse	38
Criminal Justice System	40
LGBTQ+	41
Survey Demographics	42
HOMELESS SURVEY FINDINGS: SUBPOPULATIONS	43
Chronically Homeless	44
Veterans	48
Families with Children	51
Unaccompanied Homeless Children and Transition-Age Youth	54
Older Adults Age 62+	57
CONCLUSION	60
APPENDIX A: METHODOLOGY	62
Street Count Methodology	63
Youth Street Count Methodology	64
Shelter Count Methodology	65
Survey Methodology	66
APPENDIX B: DEFINITIONS AND ABBREVIATIONS	68
APPENDIX C: TABLE OF FIGURES	70



Introduction

Every two years, during the last ten days of January, communities across the country conduct comprehensive counts of the local population experiencing homelessness. Point-in-Time Counts measure the prevalence of homelessness in each community and collect information on individuals and families residing in emergency shelters and transitional housing, as well as on people sleeping on the streets, in cars, abandoned properties, or other places not meant for human habitation.

The Point-in-Time Count is the only source of nationwide data on sheltered and unsheltered homelessness and is required by the U.S. Department of Housing and Urban Development (HUD) of all jurisdictions receiving federal funding to provide housing and services for individuals and families experiencing homelessness. Currently, Housing First Solano, the Solano County Continuum of Care (CoC) receives approximately \$1.2 million dollars annually in federal funding, a key source of funding for the county's homeless services.

CoCs report the findings of their local Point-in-Time Count annually to HUD. This information ultimately helps the federal government to better understand the nature and extent of homelessness nationwide. Point-in-Time Count and Survey data also help to inform communities' local strategic planning, capacity building, and advocacy campaigns to prevent and end homelessness.

Housing First Solano worked in conjunction with ASR to conduct the 2019 Solano Homeless Point-in-Time Count and Survey. ASR is a social research firm with extensive experience in homeless enumeration and needs assessment that has worked with Solano on their Point-in-Time Counts since 2015.

The Housing First Solano Homeless Point-in-Time Count consists of two primary components:

- 1) A point-in-time enumeration of unsheltered homeless individuals and families, such as those sleeping outdoors, on the street, or in parks, tents, or vehicles, and
- 2) A point-in-time enumeration of homeless individuals and families residing in temporary shelter, including emergency shelters or transitional housing facilities.

The 2019 Solano Homeless Point-in-Time Count was a comprehensive community effort. With the support of 109 community volunteers and 22 individuals with lived experience of homelessness, the entire county was canvassed between the hours of 5:00 AM and 9:00 AM on January 23, 2019. This resulted in a peer-informed visual count of unsheltered homeless individuals and families residing on the streets and in vehicles, makeshift shelters, encampments, and other places not meant for human habitation. Emergency shelters and transitional housing facilities also reported the number of homeless individuals and families who occupied their facilities on the night prior to the day of the count.

A specialized count of unaccompanied children and transition-age youth under the age of 25 was conducted on the same day. This dedicated count was designed to improve the understanding and the scope of youth homelessness. Trained youth enumerators who currently or recently experienced homelessness conducted the count in specific areas where homeless youth were known to congregate. The results of this effort contribute to HUD's initiative to measure progress toward ending youth homelessness by 2020.

In the weeks following the street count, an in-depth survey was administered to 432 unsheltered and sheltered individuals and families. The survey gathered basic demographic details as well as information about service needs and utilization.

This report provides data regarding the number and characteristics of people experiencing homelessness in Solano County on a single night in January. Special attention is given to specific subpopulations, including chronically homeless persons, veterans, families, unaccompanied children under the age of 18, and transition-age youth between the ages of 18 and 24.

To better understand the dynamics of homelessness over time, results from 2015 and 2017 are provided where available and applicable.

FEDERAL DEFINITION OF HOMELESSNESS FOR THE POINT-IN-TIME CENSUS

In this study, the HUD definition of homelessness for the Point-in-Time Count is used. This definition includes individuals and families:

- Living in a supervised publicly or privately operated shelter designated to provide temporary living arrangement; or
- With a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.

PROJECT PURPOSE AND GOALS

In order for the 2019 Solano County Point-in-Time Count and Survey to best reflect the experience and expertise of the community, ASR held planning meetings with local community members. These community members were drawn from city and county departments, community-based service providers, and other interested stakeholders. These individuals comprised the 2019 Planning Committee, and were instrumental to ensuring the 2019 Solano Homeless Point-in-Time Count and Survey reflected the needs and concerns of the community.

The 2019 Planning Committee identified several important project goals:

- To preserve current federal funding for homeless services and to enhance the ability to raise new funds;
- To improve the ability of policy makers and service providers to plan and implement services that meet the needs of the local homeless population;
- To measure changes in the numbers and characteristics of the homeless population since the 2017 Solano Homeless Point-in-Time Count and Survey, and to track progress toward ending homelessness;
- To increase public awareness of overall homeless issues and generate support for constructive solutions; and
- To assess the status of specific subpopulations, including veterans, families, unaccompanied children, transition-age youth, and those who are chronically homeless.

This report is intended to assist service providers, policy makers, funders, and local, state, and federal governments in gaining a better understanding of the population currently experiencing homelessness, measuring the impact of current policies and programming, and planning for the future.

Solano County

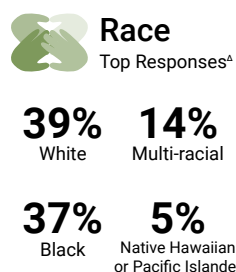
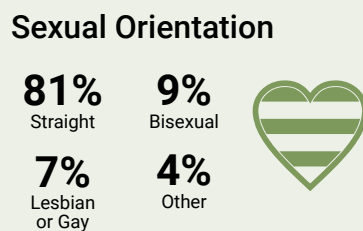
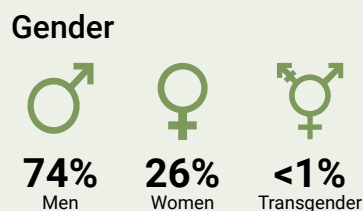
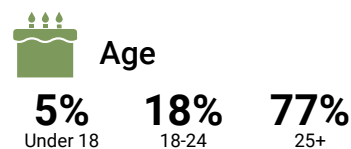
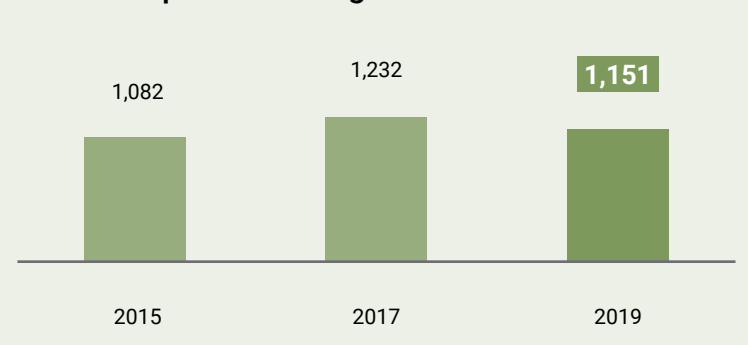
Homeless Census & Survey

2019 Executive Summary

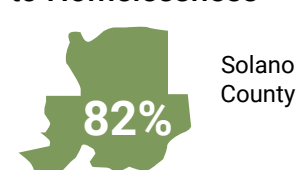
Every two years, during the last 10 days of January, communities across the country conduct comprehensive counts of the local homeless populations in order to measure the prevalence of homelessness in each local Continuum of Care.

The 2019 Solano County Point-in-Time Count was a community-wide effort conducted on January 23rd, 2019. In the weeks following the street count, a survey was administered to 432 unsheltered and sheltered individuals experiencing homelessness in order to profile their experience and characteristics.

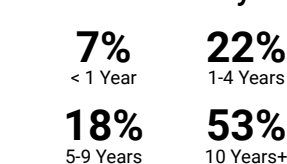
Census Population: Longitudinal Trend



Residence Prior to Homelessness



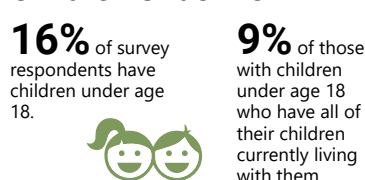
Length of Time in Solano County



Foster Care



Children Under 18



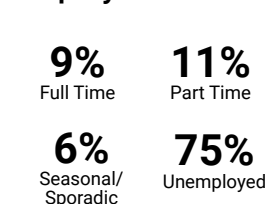
2019 Sheltered/ Unsheltered Population



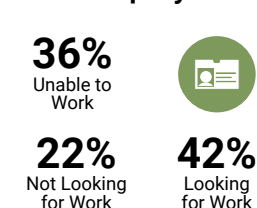
Subpopulation* Data



Employment Status

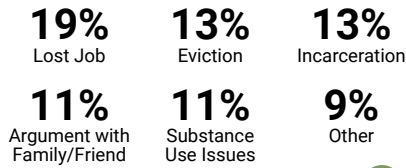


If Unemployed...



Primary Event or Condition That Led to Homelessness*

Top 6 Responses^a



History of Domestic Violence

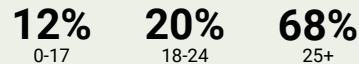
10% of survey respondents reported they had experienced domestic violence.

Interest in Permanent Housing



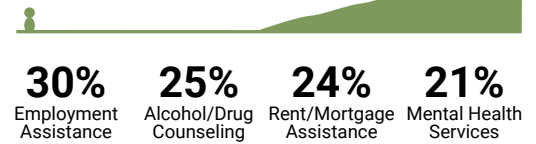
93% of survey respondents said they would like affordable permanent housing if it became available soon.

Age at First Episode of Homelessness

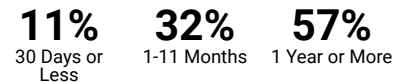


What Might Have Prevented Homelessness*

Top 4 Responses^a



Duration of Current Episode of Homelessness



Self-Reported Health*

Current health conditions that may affect the housing stability or employment of those experiencing homelessness.



29%
Psychiatric/Emotional Conditions



24%
Post-Traumatic Stress Disorder



22%
Alcohol & Drug Abuse



22%
Chronic Health Problems



18%
Physical Disability



10%
Traumatic Brain Injury



1%
HIV/AIDS Related Illness

Disabling Conditions

31% of survey respondents reported having at least one disabling condition.



A disabling condition is defined by HUD as a developmental disability, HIV/AIDS, or a long-term physical or mental impairment that impacts a person's ability to live independently but could be improved with stable housing.

Assessment with Resource Connect Solano



6% of survey respondents had completed an assessment with Resource Connect Solano.

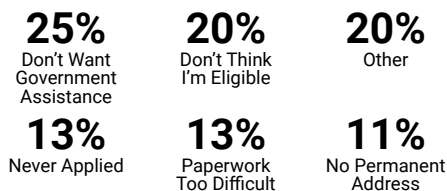
Government Services and Assistance

65% of survey respondents reported receiving government benefits.



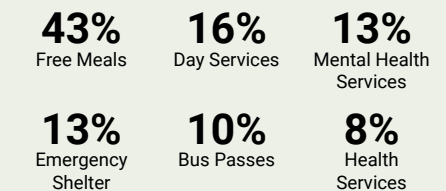
Reasons for Not Receiving Any Government Assistance*

Top 6 Responses^a



Non-Government Services Currently Accessing*

Top 6 Responses^a



*Subpopulation Definitions

Chronically Homeless

An individual with one or more disabling conditions or a family with a head of household with a disabling condition who:

- » Has been continuously homeless for 1 year or more and/or;
- » Has experienced 4 or more episodes of homelessness within the past 3 years.

Veterans

Persons who have served on active duty in the Armed Forces of the United States. This does not include inactive military reserves or the National Guard unless the person was called up to active duty.

Families

A household with at least one adult member (persons 18 or older) and at least one child member (persons under 18).

Unaccompanied Youth & Young Adults

Youth under the age of 18 and young adults between the ages of 18 and 24 years old (TAY) who are experiencing homelessness and living without a parent or legal guardian.

+ Multiple response question, results may not add up to 100%.

Δ Only displaying top responses.

Note: Some percentages have been rounded so total percentage will equal 100%.

The complete comprehensive report includes a more detailed profile of those experiencing homelessness in Solano County. Source: Jaross, M., Kwak, Y., & Gallant, J. (2019). Solano County Homeless Count and Survey 2019. *Applied Survey Research*.



Point-In-Time Count

The 2019 Solano County Homeless Point-in-Time Count and Survey included a complete enumeration of all unsheltered and publicly or privately sheltered homeless persons. The general street count was conducted on January 23, 2019 from approximately 5:00 AM to 9:00 AM and covered all of Solano County. The shelter count was conducted on the previous evening and included all individuals staying in emergency shelters, transitional housing facilities, and domestic violence shelters. The general street count and shelter count methodology were similar to those used in 2017.

The methodology used for the 2019 Homeless Point-in-Time Count and Survey is commonly described as a “blitz count” since it is conducted by a large team over a very short period of time. As this method was conducted in Solano County, the result was an observation-based count of individuals and families who appeared to be homeless.

The occupancy of homeless shelters in Solano County was collected for the night of January 22, 2019. All shelter data were gathered either directly from the shelter or from Solano County’s Homeless Management Information System.

The count was followed by an in-person representative survey, the results of which were used to profile and estimate the condition and characteristics of the local population experiencing homelessness. Information collected from the survey is used to fulfill HUD reporting requirements and inform local service delivery and strategic planning efforts.

In a continuing effort to improve data on the extent of youth homelessness, Solano County also conducted a dedicated youth count similar to the youth count that was conducted in 2017. The dedicated youth count methodology was improved in 2019 to better ensure unaccompanied children and transition-age youth were not included in both the general street count and youth count. For more information regarding the dedicated youth count, de-duplication, and project methodology, please see *Appendix A: Methodology*.

NUMBER AND CHARACTERISTICS OF HOMELESS PERSONS IN SOLANO COUNTY

Point-in-Time Census data from 2019 identified 1,151 persons experiencing homelessness in Solano County, a 7% decrease in the total number of persons experiencing homelessness in Solano County in 2017. The number of unsheltered persons remained relatively constant, while sheltered persons decreased by 31%. An increasing proportion of the population was unsheltered in 2019, with 81% of those enumerated remaining unsheltered. The most significant changes in places of residence were in transitional housing and vehicles: the percentage of those in transitional housing fell from 15% in 2017 to 7% in 2019 and the percentage of those in vehicles rose from 30% in 2017 to 37% in 2019.

Figure 1. TOTAL HOMELESS CENSUS, WITH TREND

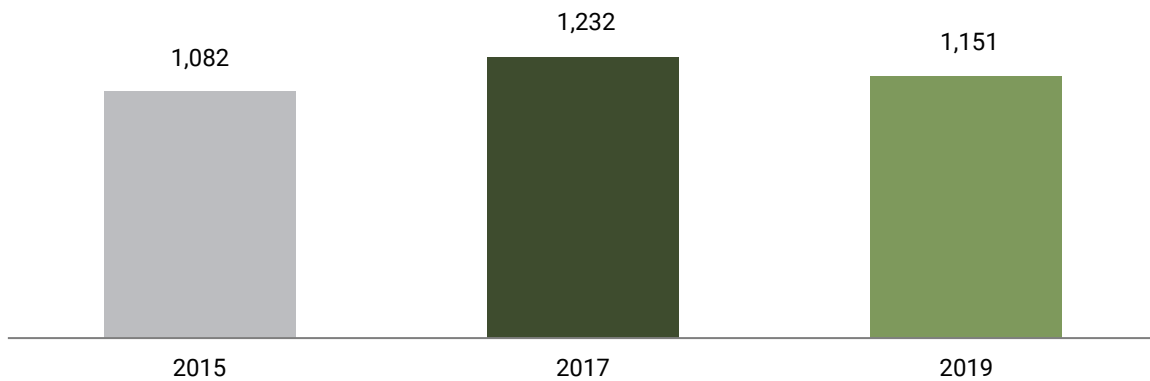
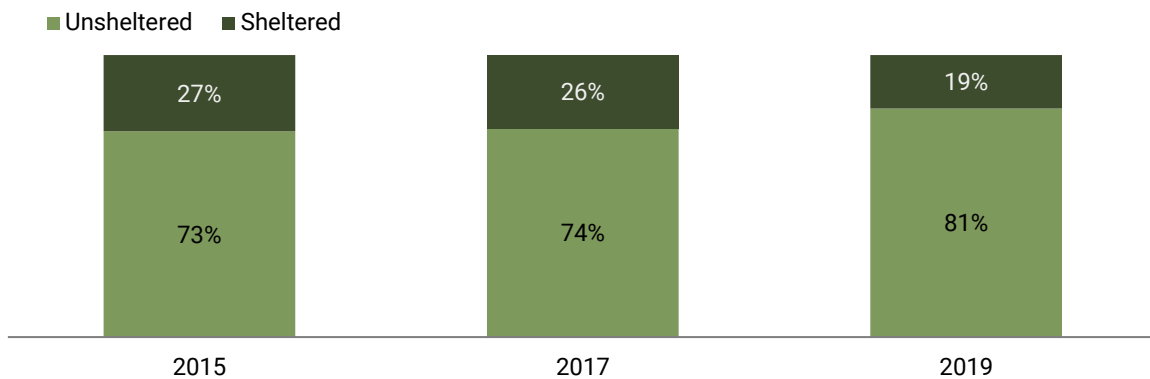


Figure 2. TOTAL HOMELESS CENSUS, BY SHELTER STATUS



	2015	2017	2019	17-19 % CHANGE
Sheltered	287	315	219	↓ 31%
Unsheltered	795	917	932	↑ 2%
Total	1,082	1,232	1,151	↓ 7%

2015 N=1,082; 2017 N=1,232; 2019 N=1,151

Figure 3. RESIDENCE ON THE NIGHT OF THE COUNT

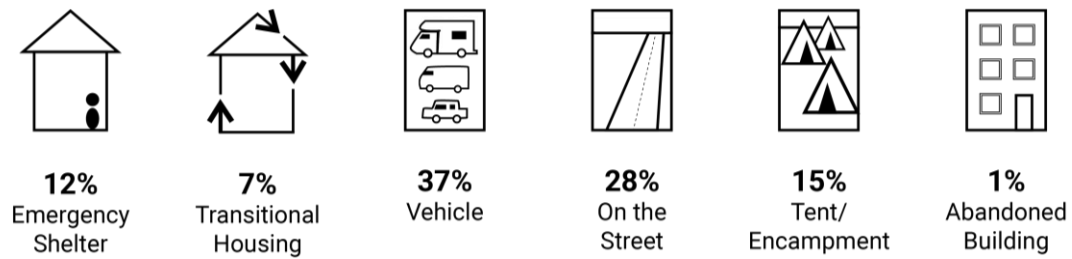
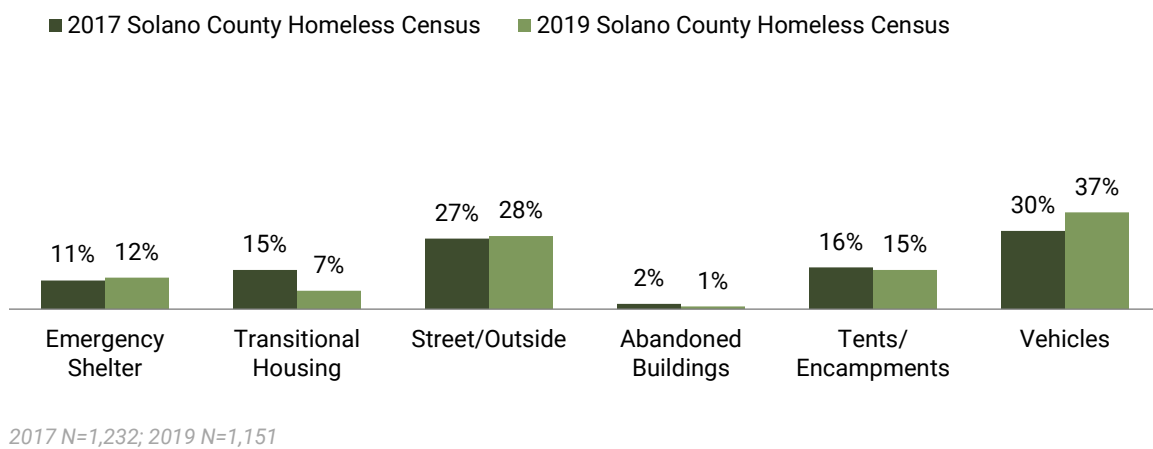
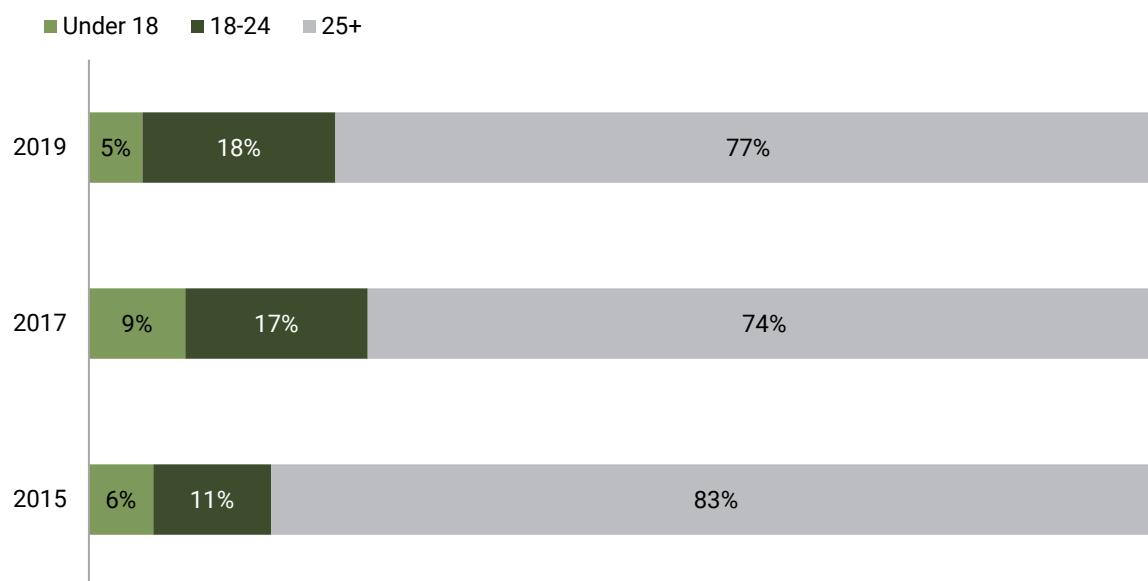


Figure 4. RESIDENCE ON THE NIGHT OF THE COUNT, WITH TREND



Age can be an indicator of services needed. Over three-quarters (77%) of the population experiencing homelessness were age 25 and older, 18% were transition-age youth ages 18-24, and 5% were children under age 18.

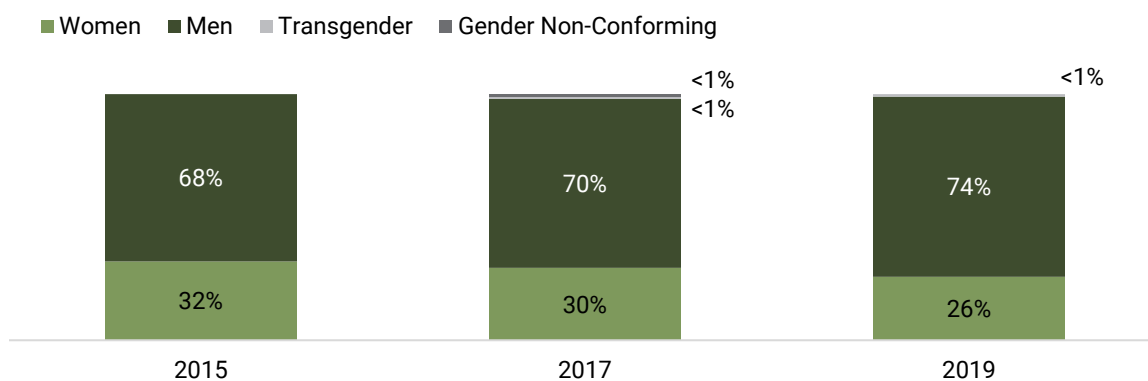
Figure 5. TOTAL HOMELESS CENSUS, BY AGE



2015 N=1,082; 2017 N=1,232; 2019 N=1,151

In a continuing trend from 2015, slightly fewer of those enumerated identified as women in the 2019 count (26% in 2019 down from 32% in 2015). Additionally, less than 1% of those enumerated identified as transgender, and none identified as gender non-conforming.

Figure 6. TOTAL HOMELESS CENSUS, BY GENDER

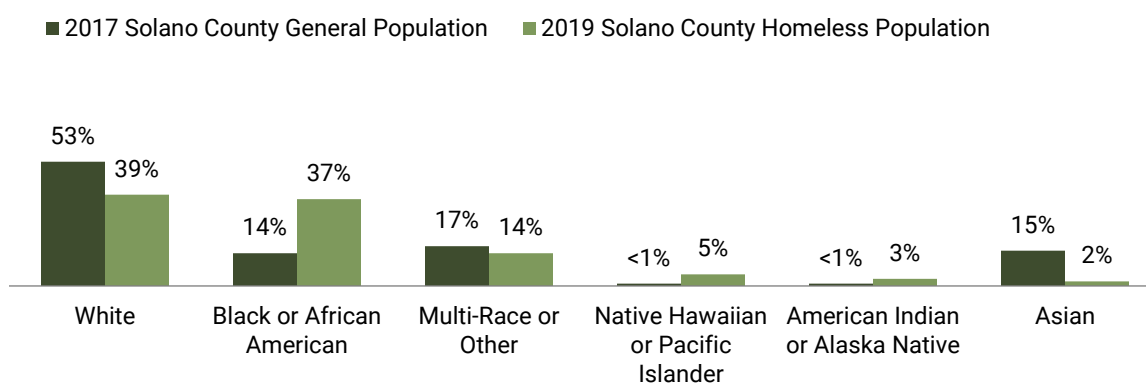


2015 N=1,082; 2017 N=1,232; 2019 N=1,151

Note: Gender Non-Conforming was not measured before 2017.

Those identifying as Black or African American, Native Hawaiian or Pacific Islander, and American Indian or Alaska Native were overrepresented in the homeless population compared to the general population of Solano County. Thirty-seven percent (37%) of those experiencing homelessness identified as Black or African American, compared to 14% of the general population. Those identifying as Black or African American are overrepresented in all subpopulations, as seen in the subsequent section.

Figure 7. TOTAL HOMELESS CENSUS, BY RACE¹

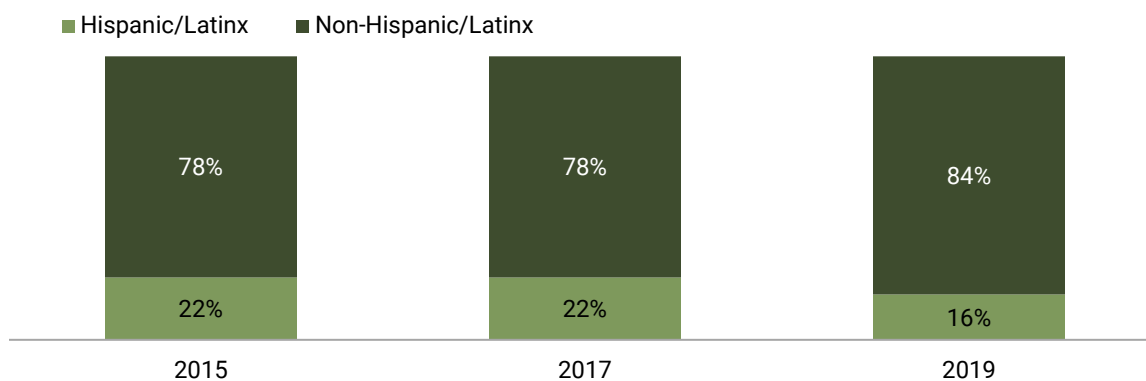


2019 N=1,151

Note: Percentages may not add up to 100 due to rounding.

Sixteen percent (16%) of those enumerated identified as Hispanic/Latinx, which was a reduction from 22% in both 2015 and 2017.

Figure 8. TOTAL HOMELESS CENSUS, BY ETHNICITY



2015 N=1,082; 2017 N=1,232; 2019 N=1,151

¹ U.S. Census Bureau. (2018). American Community Survey 2017 5-Year Estimates, Table DP05: ACS Demographic and Housing Estimates. Retrieved 2019 from <http://factfinder2.census.gov>

POINT-IN-TIME COUNT: SUBPOPULATIONS

CHRONICALLY HOMELESS

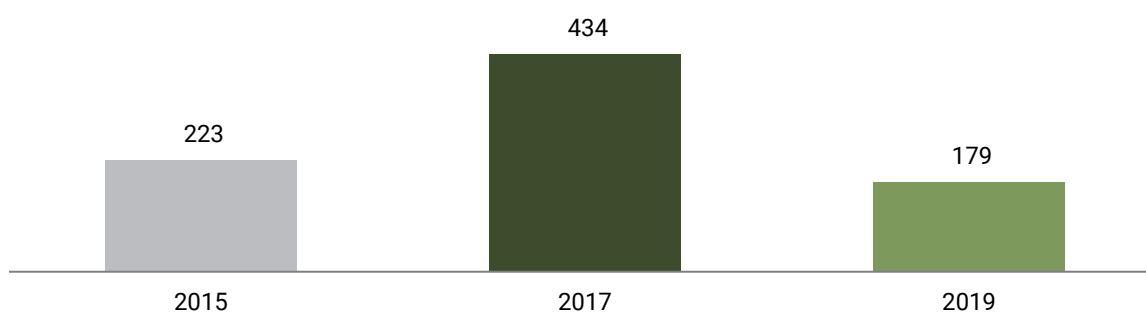
The U.S. Department of Housing and Urban Development (HUD) defines a chronically homeless individual as someone who has experienced homelessness for a year or longer—or who has experienced at least four episodes of homelessness totaling 12 months in the last three years—and also has a disabling condition that prevents them from maintaining work or housing. This definition applies to individuals as well as to heads of household who meet the definition.

The chronically homeless population represents one of the most vulnerable populations on the street; the mortality rate for those experiencing chronic homelessness is four to nine times higher than that of the general population.² Data from communities across the country show that public costs incurred by those experiencing extended periods of homelessness include emergency room visits, interactions with law enforcement, incarceration, and regular access to social supports and homeless services. These combined costs are often significantly higher than the cost of providing individuals with permanent housing and supportive services.

In 2018, HUD reported that 88,640 individuals, representing 24% of the overall homeless population, were experiencing chronic homelessness.³ Chronic homelessness has been on the decline in recent years as communities across the country increase the capacity of their permanent supportive housing programs and prioritize those with the greatest barriers to housing stability.

Sixteen percent (16%) of those experiencing homelessness in Solano County qualified as chronically homeless, lower than the national average. It is estimated that 179 individuals were experiencing chronic homelessness in Solano County in 2019, representing a 59% decrease from 2017 and a 20% decrease from 2015. Twenty-one percent (21%) of chronically homeless individuals were sheltered, an increase from 14% in 2017.

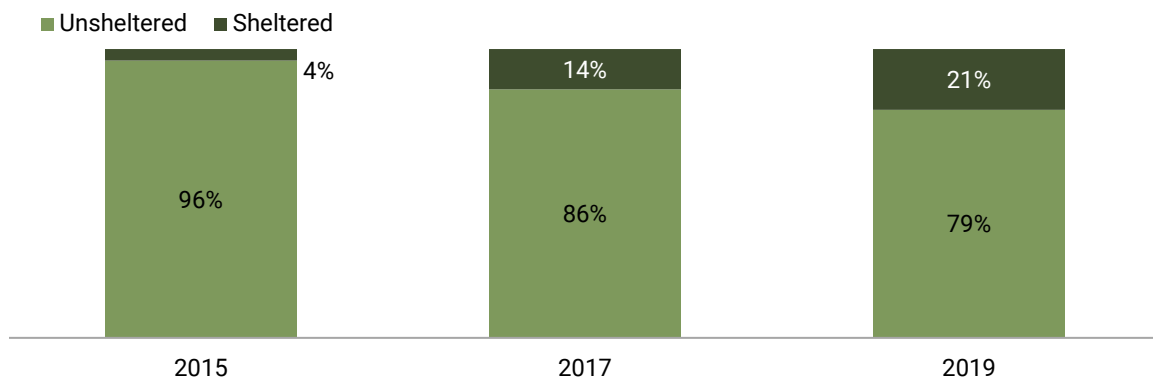
Figure 9. CHRONICALLY HOMELESS CENSUS, WITH TREND



² United States Interagency Council on Homelessness. (2010). Supplemental Document to the Federal Strategic Plan to Prevent and End Homelessness: June 2010. Retrieved 2017 from https://www.usich.gov/resources/uploads/asset_library/BkgrdPap_ChronicHomelessness.pdf

³ Department of Housing and Urban Development. (2018). Annual Assessment Report to Congress. Retrieved 2019 from <https://www.hudexchange.info/resources/documents/2018-AHAR-Part-1.pdf>

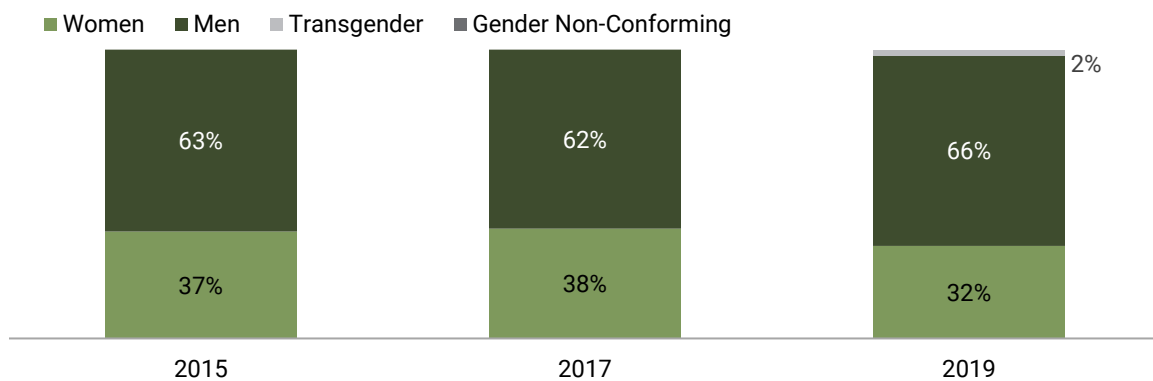
Figure 10. CHRONICALLY HOMELESS CENSUS WITH TREND, BY SHELTER STATUS



	2015	2017	2019	17-19 % CHANGE
Sheltered	9	60	38	↓ 37%
Unsheltered	214	374	141	↓ 62%
Total	223	434	179	↓ 59%

The gender breakdown of those experiencing chronic homelessness remained steady, with two-thirds (66%) identifying as men, 32% as women, and 2% as transgender.

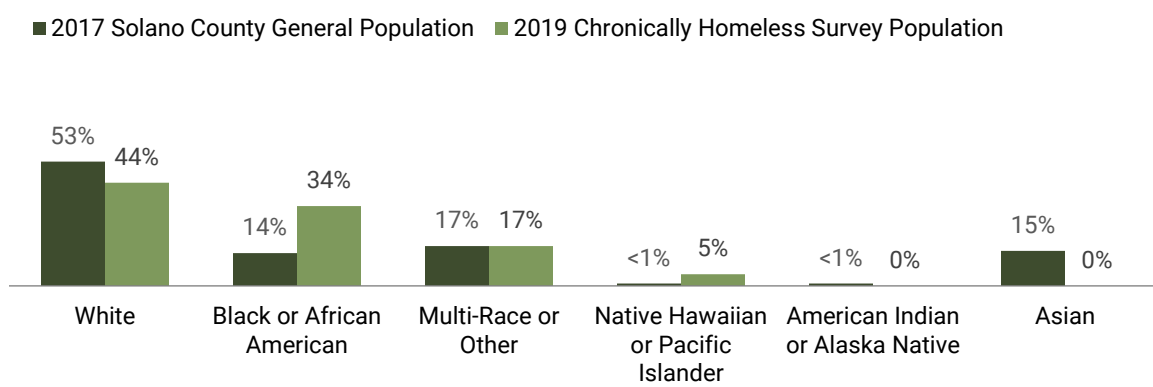
Figure 11. CHRONICALLY HOMELESS CENSUS, BY GENDER



2015 Chronic Survey Population n=39; 2017 Chronic Survey Population n=152; 2019 Chronic Survey Population n=59

Approximately one-third (34%) of those experiencing chronic homelessness identified as Black or African American, far more than the 14% of the general population in the county. Additionally, the number identifying as Hispanic/Latinx fell significantly to 12% in 2019 from 32% in 2017.

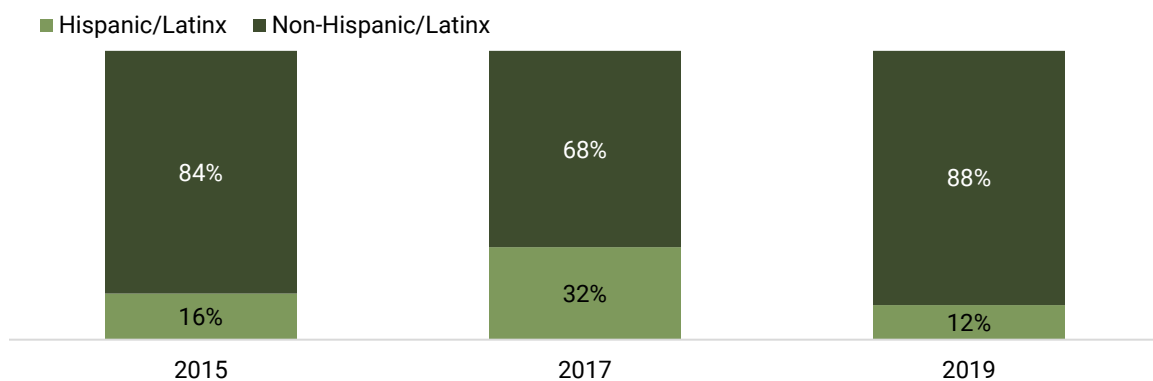
Figure 12. CHRONICALLY HOMELESS CENSUS, BY RACE⁴



2019 Chronic Survey Population n=59

Note: Percentages may not add up to 100 due to rounding.

Figure 13. CHRONICALLY HOMELESS CENSUS, BY ETHNICITY



2015 Chronic Survey Population n=329; 2017 Chronic Survey Population n=152; 2019 Chronic Survey Population n=58

⁴ U.S. Census Bureau. (2018). American Community Survey 2017 5-Year Estimates, Table DP05: ACS Demographic and Housing Estimates. Retrieved 2019 from <http://factfinder2.census.gov>

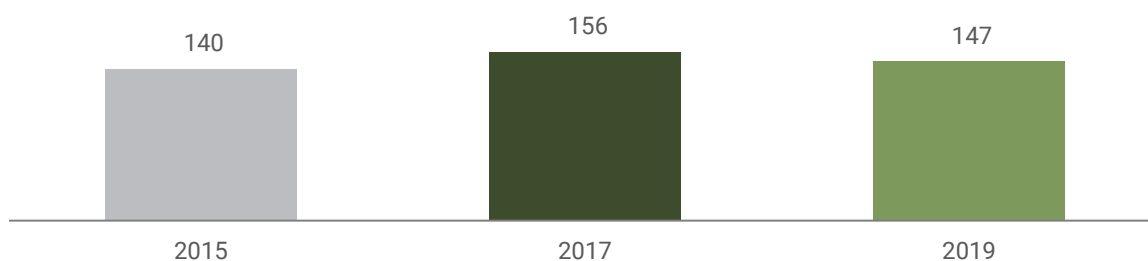
VETERANS

Many U.S. veterans experience conditions that place them at increased risk for homelessness. Veterans experience higher rates of post-traumatic stress disorder (PTSD), traumatic brain injury (TBI), sexual assault, and substance abuse. Veterans experiencing homelessness are more likely to live on the street than in shelters, and often remain on the street for extended periods of time.⁵

The U.S. Department of Veterans Affairs (VA) provides a broad range of benefits and services to veterans of the U.S. Armed Forces. These benefits can involve different forms of financial assistance, including monthly cash payments to disabled veterans, health care, education, and housing benefits. In addition to these supports, the VA and HUD partner to provide additional housing and support services to veterans currently experiencing homelessness or at risk of experiencing homelessness.

The number of veterans in Solano County in 2019 decreased slightly to 147 individuals, or 13% of the population experiencing homelessness. Solano County currently has 84 veterans awaiting housing on their by-name list.⁶ Overall, veteran homelessness increased 6% since 2017 in Solano County, with larger proportions unsheltered than in previous years: one-fifth (20%) were sheltered in 2019, down 43% from 2017. Additionally, 17% of veterans identified as women, an increase from 11% in 2017.

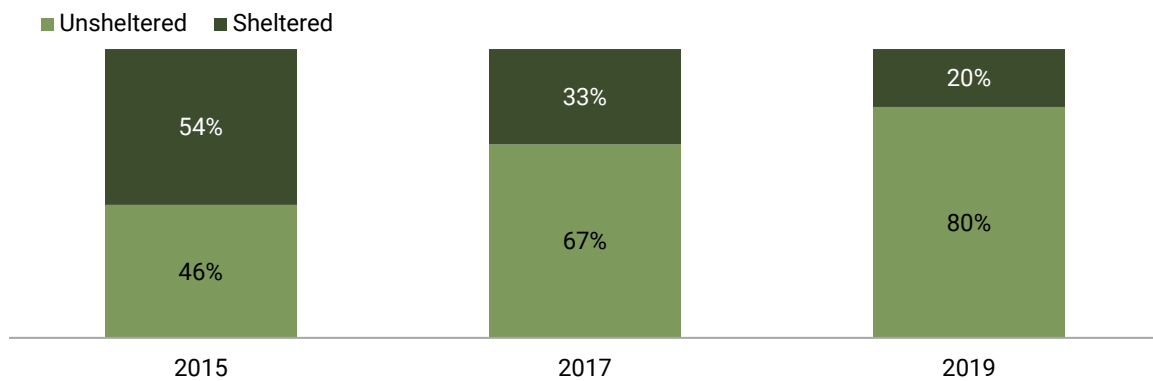
Figure 14. VETERAN CENSUS, WITH TREND



⁵ United States Interagency Council on Homelessness. (2010). Supplemental Document to the Federal Strategic Plan to Prevent and End Homelessness: June 2010. Retrieved 2017 from https://www.usich.gov/resources/uploads/asset_library/BkgrdPap_ChronicHomelessness.pdf

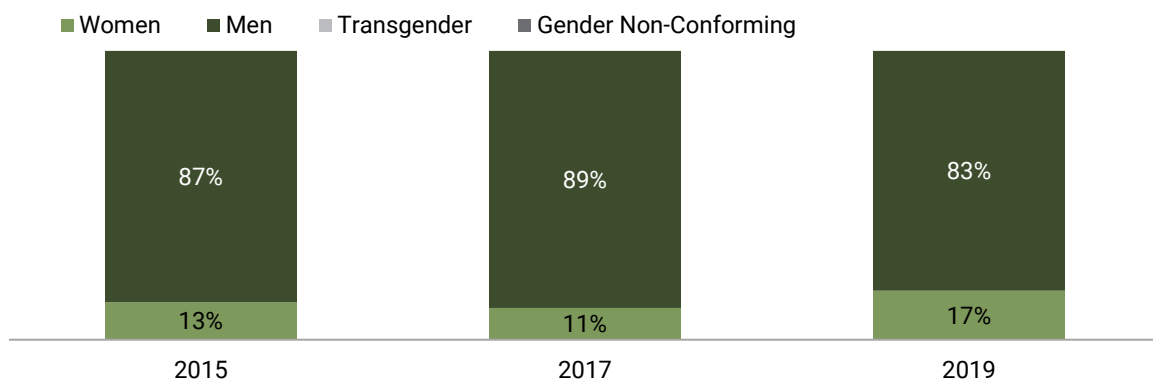
⁶ By-name lists are a mechanism employed by communities to maintain a continually updated snapshot of veterans in need of housing.

Figure 15. VETERAN CENSUS, BY SHELTER STATUS



	2015	2017	2019	17-19 % CHANGE
Sheltered	75	51	29	↓ 43%
Unsheltered	65	105	118	↑ 12%
Total	140	156	147	↓ 6%

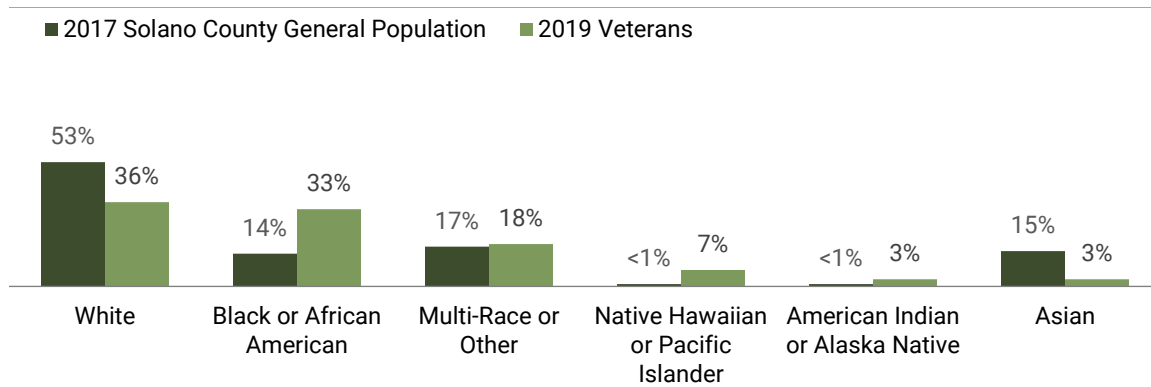
Figure 16. VETERAN CENSUS, BY GENDER



2015 Veterans n=140; 2017 Veterans n=156; 2019 Veterans n=147

One-third (33%) of veterans identified as Black or African American, far greater than 14% of the general population. Additionally, 7% of veterans identified as Native Hawaiian or Pacific Islander, compared to less than 1% of the general population. The percentage of veterans identifying as Hispanic/Latinx was 12%, slightly lower than 16% in 2017.

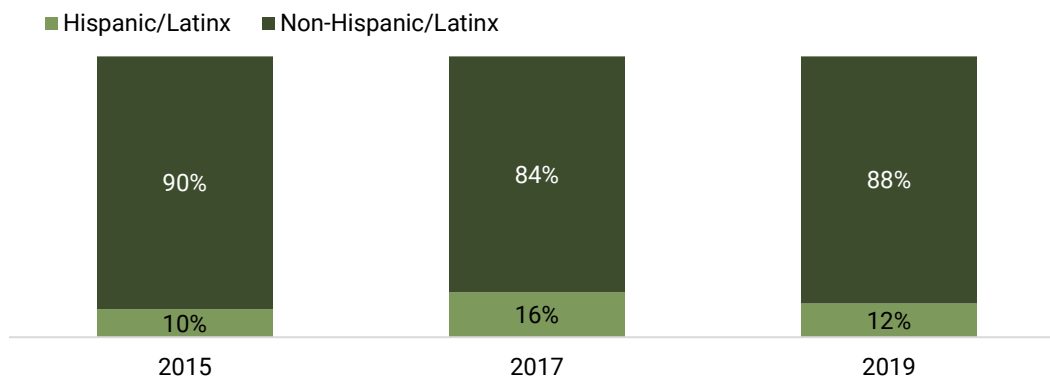
Figure 17. VETERAN CENSUS, BY RACE⁷



2019 Veterans n=147

Note: Percentages may not add up to 100 due to rounding.

Figure 18. VETERAN CENSUS, BY ETHNICITY



2015 Veterans n=140; 2017 Veterans n=156; 2019 Veterans n=147

⁷ U.S. Census Bureau. (2018). American Community Survey 2017 5-Year Estimates, Table DP05: ACS Demographic and Housing Estimates. Retrieved 2019 from <http://factfinder2.census.gov>

FAMILIES WITH CHILDREN

National data from 2018 suggest that 33% of all people experiencing homelessness are persons in families.⁸ Very few families experiencing homelessness are unsheltered, as public shelters serve 90% of homeless families in the United States; this is a significantly higher proportion of the population compared with other subpopulations, including unaccompanied children and transition-age youth. Data on families experiencing homelessness suggest that they are not much different from other families living in poverty.

Nationally, the majority of homeless families are households headed by single women and families with children under the age of six.⁹ Children in families experiencing homelessness have increased incidence of illness and are more likely to have emotional and behavioral problems than children with stable living accommodations.¹⁰

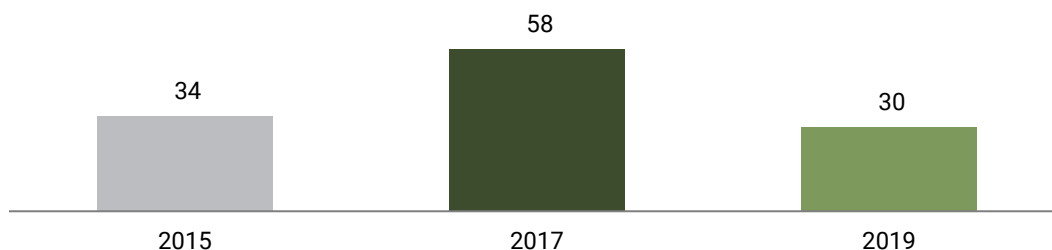
There is also a significant population of homeless families in “doubled-up” situations who cannot be counted for the Point-in-Time Count. These families may be staying with other families or on private property and may not fall within the definition of homelessness used for the Point-in-Time Count.

Thirty families with 79 family members were enumerated in Solano County in 2019. Twenty-seven of these families were sheltered, with three families counted on the street.

Figure 19. FAMILIES WITH CHILDREN CENSUS



Figure 20. FAMILIES WITH CHILDREN CENSUS, WITH TREND

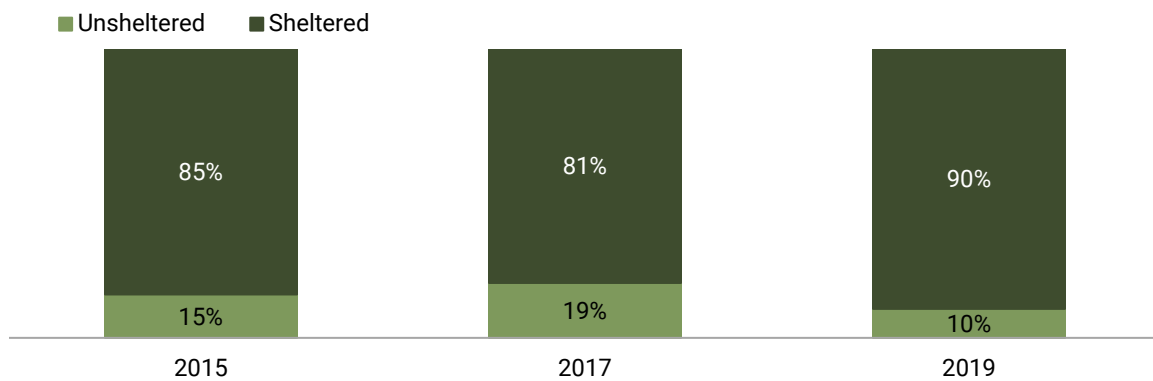


⁸ U.S. Department of Housing and Urban Development. (2018). The 2018 Annual Assessment Report (AHAR) to Congress. Retrieved 2019 from <https://www.hudexchange.info/resources/documents/2018-AHAR-Part-1.pdf>

⁹ U. S. Department of Health and Human Services. (2007). Characteristics and Dynamics of Homeless Families with Children. Retrieved 2015 from <http://aspe.hhs.gov/>

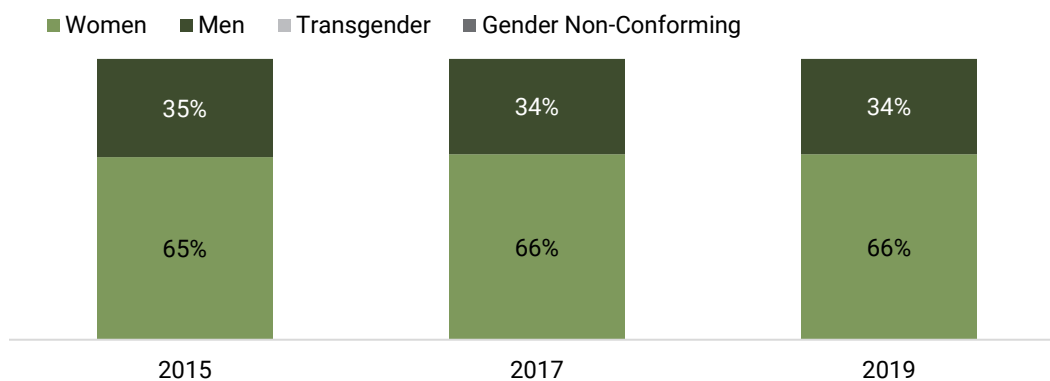
¹⁰ U.S. Interagency Council on Homelessness. (2015). Opening Doors. Retrieved 2015 from <http://www.usich.gov/>

Figure 21. INDIVIDUALS IN FAMILIES WITH CHILDREN CENSUS, BY SHELTER STATUS



	2015	2017	2019	17-19 % CHANGE
Sheltered	97	131	71	↓ 46%
Unsheltered	17	31	8	↓ 74%
Total	114	162	79	↓ 51%

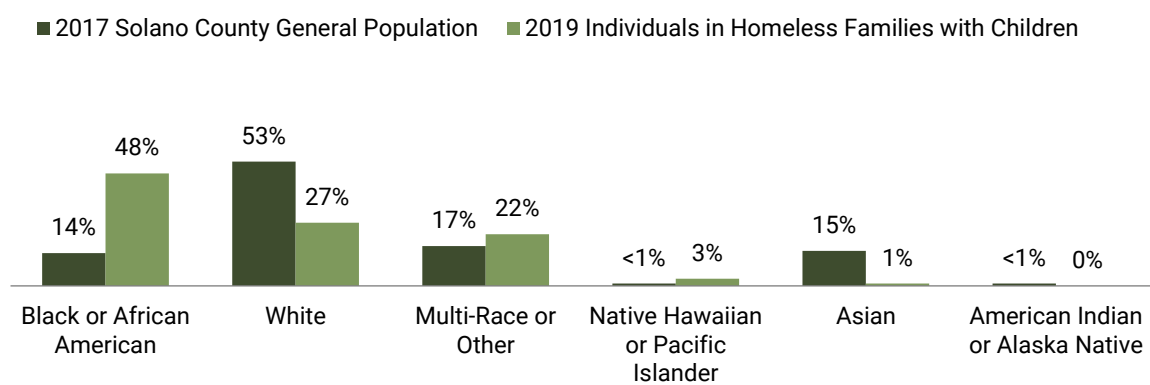
Figure 22. INDIVIDUALS IN FAMILIES WITH CHILDREN CENSUS, BY GENDER



2015 Individuals in Families n=23; 2017 Individuals in Families n=162; 2019 Individuals in Families n=79

Nearly half (48%) of individuals in families experiencing homelessness identified as Black or African American, a significant overrepresentation compared to the 14% of the Solano County general county population identifying as Black or African American.

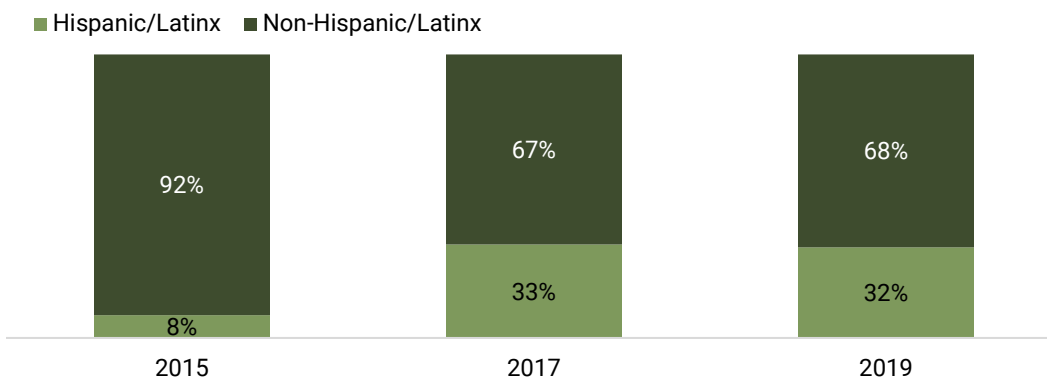
Figure 23. INDIVIDUALS IN FAMILIES WITH CHILDREN CENSUS, BY RACE¹¹



2019 Individuals in Families n=79

Note: Percentages may not add up to 100 due to rounding.

Figure 24. INDIVIDUALS IN FAMILIES WITH CHILDREN CENSUS, BY ETHNICITY



2015 Individuals in Families n=24; 2017 Individuals in Families n=162; 2019 Individuals in Families n=79

¹¹ U.S. Census Bureau. (2018). American Community Survey 2017 5-Year Estimates, Table DP05: ACS Demographic and Housing Estimates. Retrieved 2019 from <http://factfinder2.census.gov>

UNACCOMPANIED CHILDREN AND TRANSITION-AGE YOUTH

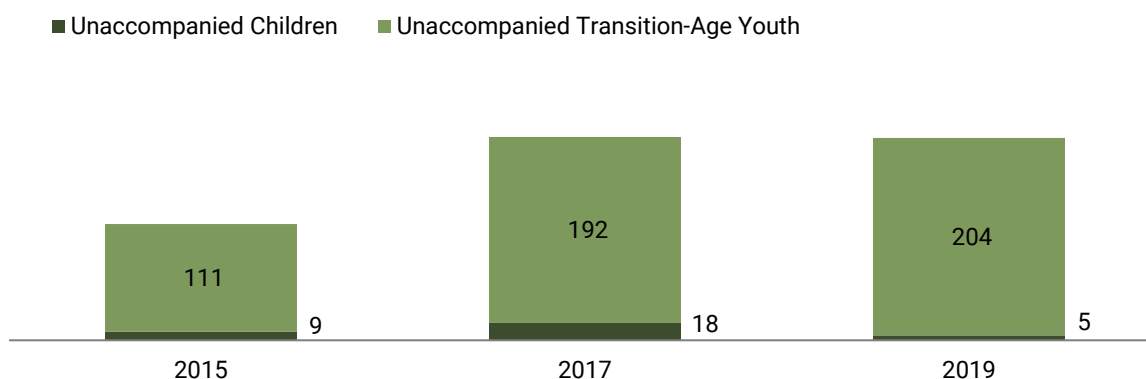
Due to the often concealed nature of youth homelessness, limited data are available on unaccompanied children and transition-age youth experiencing homelessness. Although largely considered an undercount, nationwide estimates from 2018 suggest there are at least 36,361 unaccompanied children and transition-age youth on the streets and in public shelters, a decrease of 11% from 2017.¹² This decrease may be due, in part, to the increased focus on ending youth homelessness since the 2017 count.

Young people experiencing homelessness have a more challenging time accessing services, including shelter, medical care, and employment. This may be due to the stigma of their housing situation, lack of knowledge of available resources, eligibility requirements, and a dearth of services targeted to young people.¹³ Similar to families experiencing homelessness, many unaccompanied children and transition-age youth are “doubled-up” or couch surfing and cannot be counted in the definition of homelessness for the point-in-time count.

In 2012, the U.S. Interagency Council on Homelessness amended the federal strategic plan to end homelessness to include specific strategies and supports to address the needs of unaccompanied homeless children and transition-age youth. As part of this effort, HUD placed increased focus on gathering data on unaccompanied homeless children and transition-age youth during the Point-in-Time Count.

There were 5 unaccompanied children and 204 unaccompanied transition-age youth (age 18-24) enumerated, accounting for 18% of the population experiencing homelessness in Solano County. Similar to 2017, 16% of children and transition-age youth were sheltered, with the majority (84%) unsheltered.

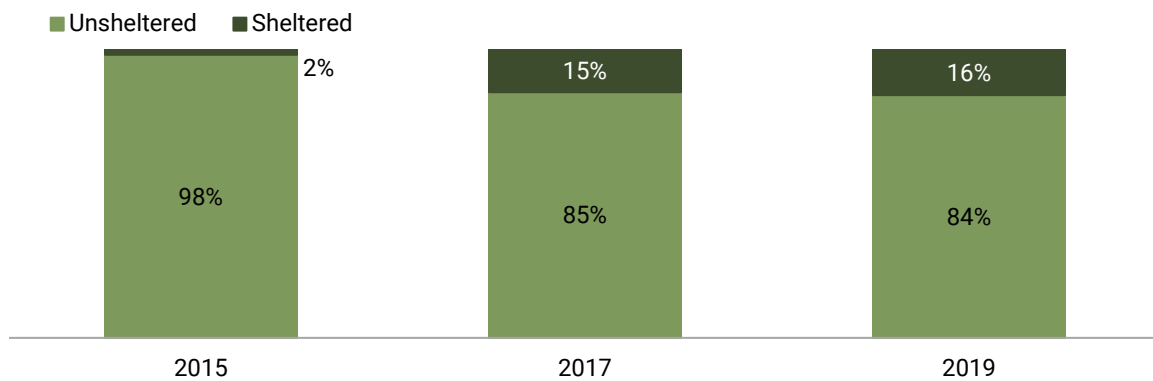
Figure 25. UNACCOMPANIED YOUTH CENSUS, WITH TREND



¹² U.S. Department of Housing and Urban Development. (2018). The 2018 Annual Assessment Report (AHAR) to Congress. Retrieved 2019 from <https://www.hudexchange.info/resources/documents/2018-AHAR-Part-1.pdf>

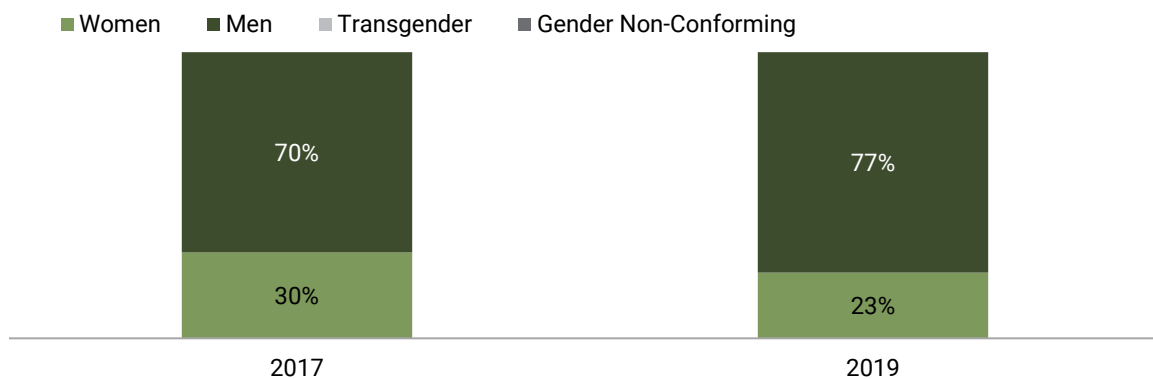
¹³ National Coalition for the Homeless. (2011). Homeless Youth Fact Sheet. Retrieved 2011 from <http://www.nationalhomeless.org>.

Figure 26. UNACCOMPANIED YOUTH CENSUS, BY SHELTER STATUS



	2017	2019	17-19 % CHANGE
Sheltered	31	34	↑ 10%
Unsheltered	179	175	↓ 2%
Total	210	209	↓ <1%

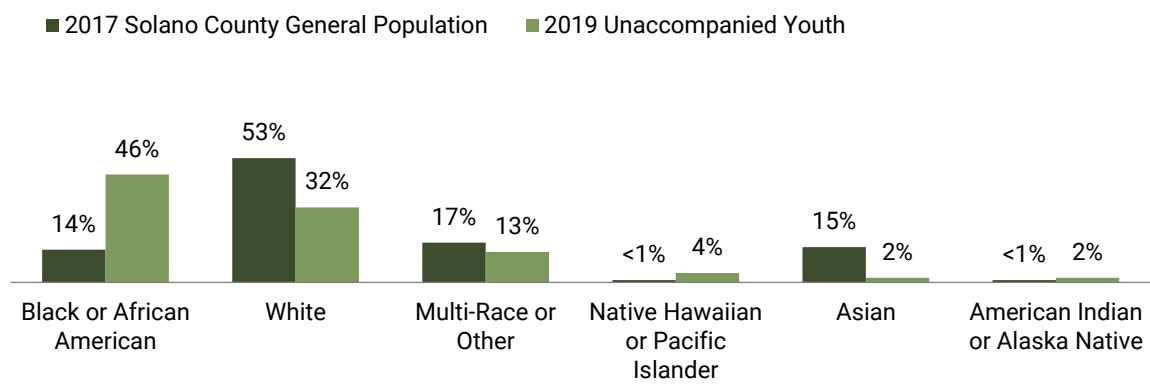
Figure 27. UNACCOMPANIED YOUTH CENSUS, BY GENDER



2017 Unaccompanied Youth n=210; 2019 Unaccompanied Youth n=209

As seen in the overall population experiencing homelessness, youth identifying as Black or African American were far overrepresented when compared to the Solano County general population: 46% of youth experiencing homelessness identified as Black or African American compared to 14% of the general population.

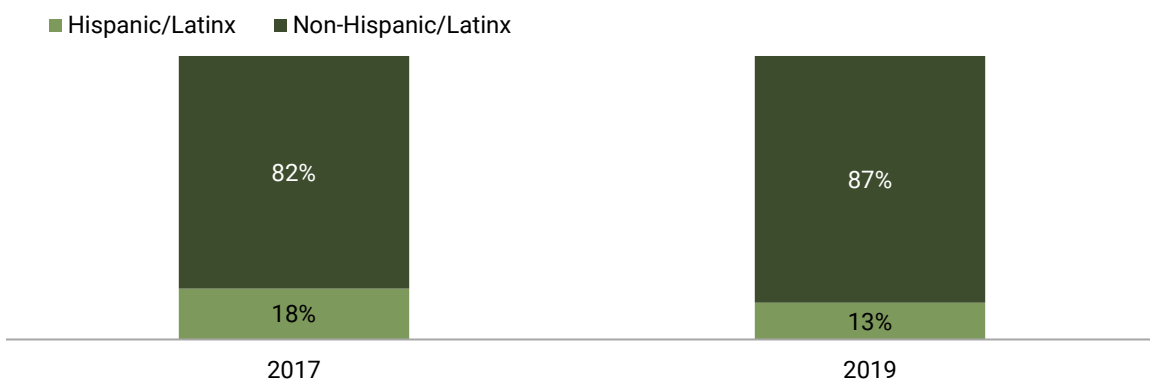
Figure 28. UNACCOMPANIED YOUTH CENSUS, BY RACE¹⁴



2019 Unaccompanied Youth n=209

Note: Percentages may not add up to 100 due to rounding.

Figure 29. UNACCOMPANIED YOUTH CENSUS, BY ETHNICITY



2017 Unaccompanied Youth n=210; 2019 Unaccompanied Youth n=209

¹⁴ U.S. Census Bureau. (2018). American Community Survey 2017 5-Year Estimates, Table DP05: ACS Demographic and Housing Estimates. Retrieved 2019 from <http://factfinder2.census.gov>



Homeless Survey Findings

This section provides an overview of the findings generated from the survey component of the 2019 Solano Homeless Point-in-Time Count and Survey. Surveys were administered to a randomized sample of homeless individuals between January 23 and February 13, 2019. This effort resulted in 432 complete and unique surveys.

Based on a Point-in-Time Count of 1,151 homeless persons, with a randomized survey sampling process, these 432 valid surveys represent a confidence interval of +/- 4% with a 95% confidence level when generalizing the results of the survey to the entire estimated population of homeless individuals in Solano County. In other words, if the survey were conducted again, we can be 95% certain that the results would be within four percentage points of the current results.

In order to respect respondent privacy and to ensure the safety and comfort of those who participated, respondents were not required to complete all survey questions. Missing values were intentionally omitted from the survey results. Therefore, the total number of respondents for each question will not always equal the total number of surveys conducted. For more information regarding the survey methodology, please see *Appendix A: Methodology*.

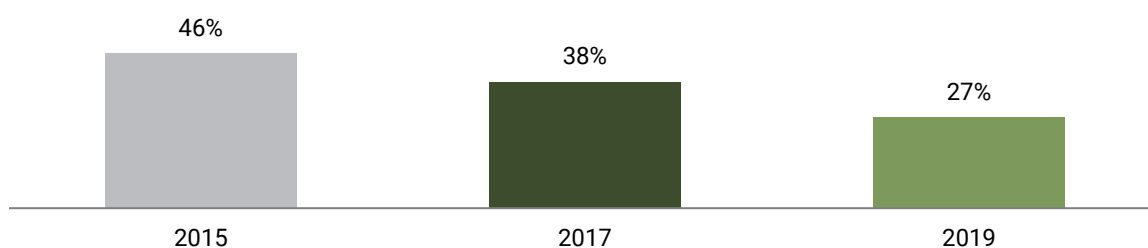
DURATION AND RECURRENCE OF HOMELESSNESS

Unstable living conditions, poor health, poverty, housing scarcity, and many other issues often lead to individuals falling in and out of homelessness. For many, the experience of homelessness is part of a long and recurring history of housing instability.

DURATION OF HOMELESSNESS

Many individuals who experience homelessness will do so numerous times and for varying lengths of time. In 2019, just over one-quarter (27%) identified their current episode of homelessness as their first, down from 38% in 2017 and 46% in 2015.

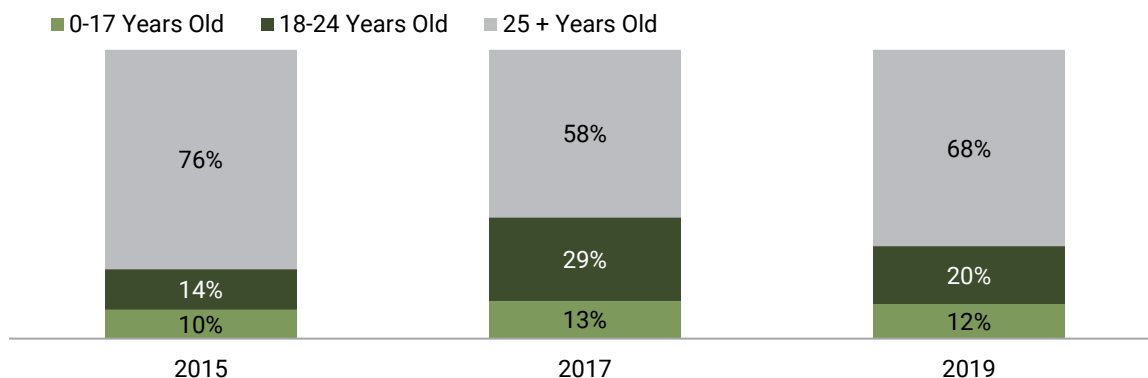
Figure 30. FIRST TIME HOMELESS (RESPONDENTS ANSWERING “YES”)



2015 n=355; 2017 n=436; 2019 n=419

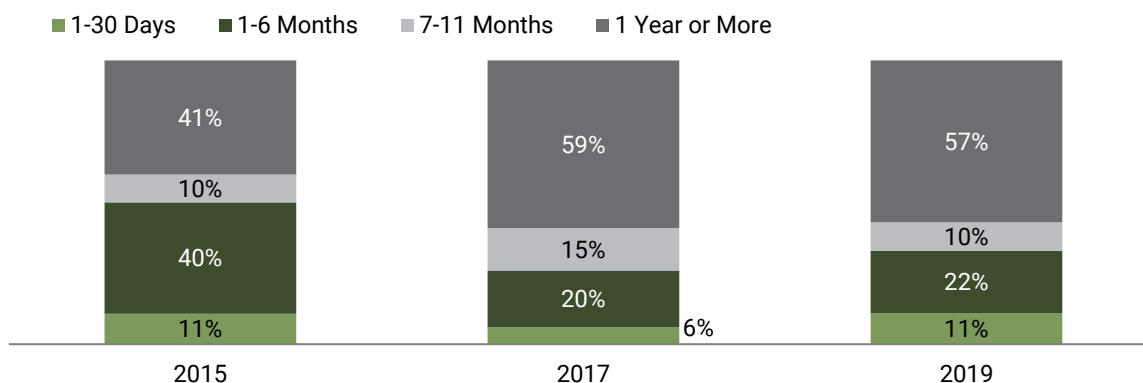
While 18% of the population enumerated was under age 25, 32% of survey respondents reported they were under 25 the first time they experienced homelessness. An increased percentage of the population (68%) reported experiencing homelessness for the first time after age 25, which can inform appropriate service provision. The length of homeless episodes also informs how and which services are provided: in 2019, 57% of survey respondents reported they had been homeless for one year or more, with 33% reporting being homeless for less than 6 months.

Figure 31. AGE AT FIRST EXPERIENCE OF HOMELESSNESS



2015 n=350; 2017 n=434; 2019 n=414

Figure 32. LENGTH OF CURRENT HOMELESS EPISODE



2015 n=354; 2017 n=433; 2019 n=423

LIVING ACCOMMODATIONS

Where individuals lived prior to experiencing homelessness and where they have lived since impacts the way they seek services, as well as their ability to access support from friends or family. Previous circumstances can also point to gaps in the system of care and to opportunities for systemic improvement and homelessness prevention.

PLACE OF RESIDENCE

Knowing where individuals were living prior to their housing loss also informs discussions regarding how local the homeless population is to the region. This information can also influence changes to available support systems if the Continuum of Care finds increasing numbers of individuals living locally before experiencing homelessness.

Eighty-two percent (82%) of respondents reported living in Solano County at the onset of their most recent episode of homelessness, 14% were in another California county, and 4% were living out of state. Respondents were also asked how long they had been living in Solano County: 45% had been in the county for 10 years or more.

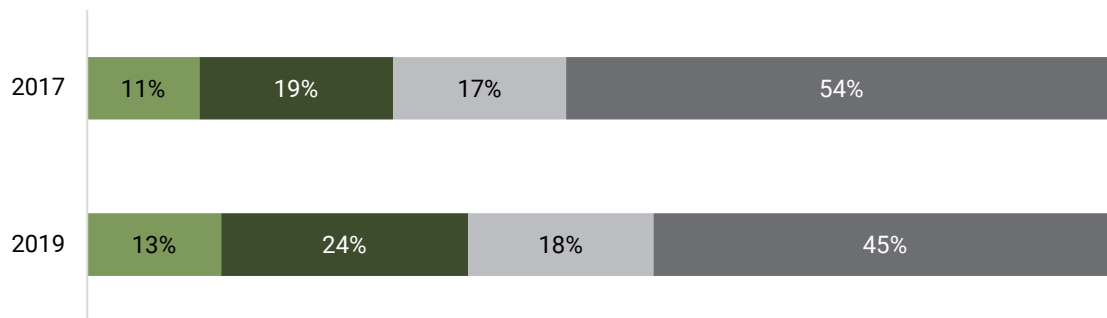
Figure 33. RESIDENCE AT ONSET OF MOST RECENT HOMELESS EPISODE



2019 n=417

Figure 34. LENGTH OF TIME IN SOLANO COUNTY

■ < 1 Year ■ 1-4 Years ■ 5-9 Years ■ 10 Years or More

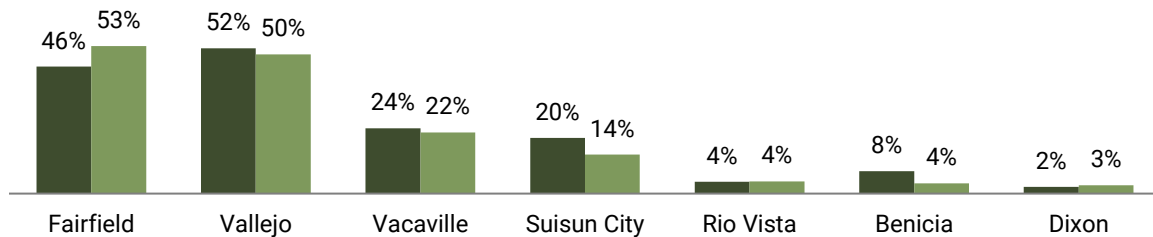


2017 n=429; 2019 n=414

When asked in which cities in Solano County they had slept during the past year, many respondents reported staying in multiple cities, primarily those cities with the highest population density and access to services. Fifty-three percent (53%) of respondents reported they had stayed in Fairfield in the past year, 50% had stayed in Vallejo, and 22% had stayed in Vacaville.

Figure 35. CITIES SLEPT IN DURING THE PAST YEAR

■ 2017 ■ 2019

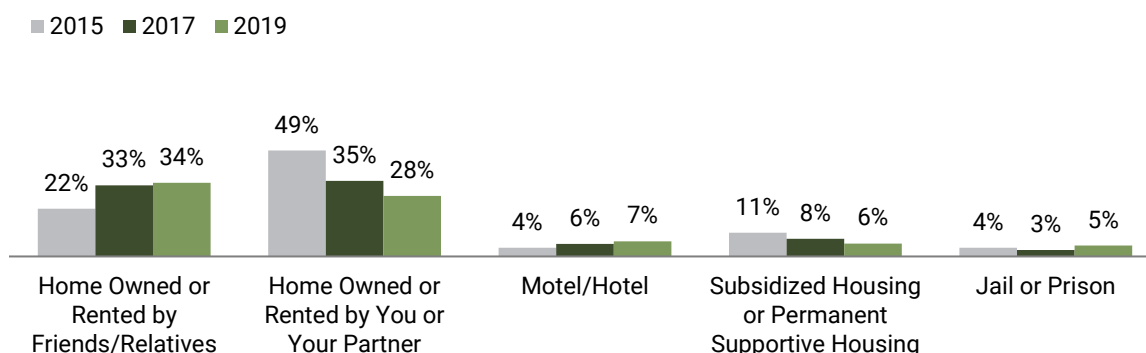


2017 n=425 respondents offering 663 responses; 2019 n=408 respondents offering 611 responses

PRIOR LIVING ARRANGEMENTS

Similar to previous place of residence, the type of living arrangements maintained by individuals before experiencing homelessness can influence what types of homeless prevention services might be offered to help individuals maintain their housing. Similar to 2017, 34% of respondents reported they were staying in the home of a friend or family member immediately prior to their current episode of homelessness. Fewer respondents reported living in a home owned or rented by themselves or a partner (decreasing from 49% in 2015 to 35% in 2017 and to 28% in 2019), possibly due to the increased cost of housing and rising inequality in Solano County.¹⁵

Figure 36. LIVING ARRANGEMENTS IMMEDIATELY PRIOR TO CURRENT HOMELESS EPISODE (TOP 5 RESPONSES)

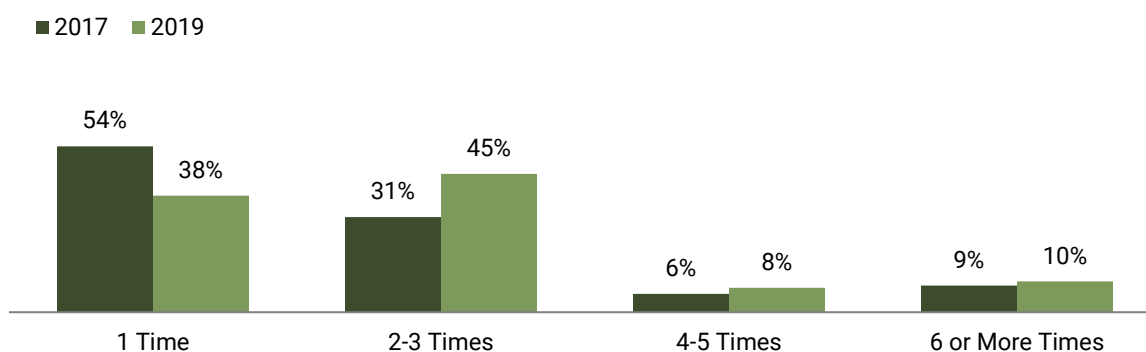


2015 n=343; 2017 n=428; 2019 n=393

RECURRENCE OF HOMELESSNESS

Many of those who experience homelessness will do so numerous times, as people often cycle in and out of stable housing. Recurring homelessness is also an indicator of the continuum of care and local infrastructure's ability to address individuals' needs for stable, permanent housing. Forty-five percent (45%) reported experiencing homelessness two or three times in the past three years, with 38% experiencing homelessness once.

Figure 37. NUMBER OF HOMELESS EPISODES IN LAST 3 YEARS



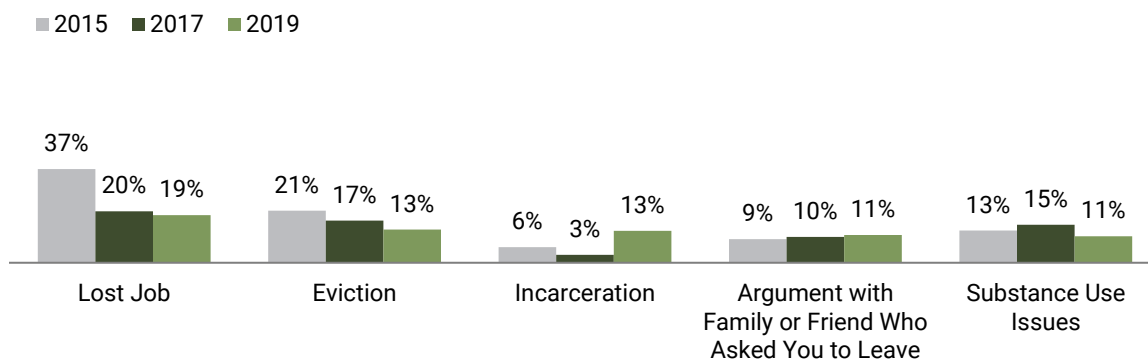
2017 n=436; 2019 n=417

¹⁵ The Daily Republic (2018). Solano Life 2018: housing market. Retrieved 2019 from <https://www.dailyrepublic.com/projects/solano-life-2018/solano-life-2018-housing-market/>

PRIMARY CAUSE OF HOMELESSNESS

The primary cause of an individual's inability to obtain or retain housing is often difficult to pinpoint, as it is often the result of multiple and compounding causes. An inability to secure adequate housing can also lead to an inability to address other basic needs, such as healthcare and adequate nutrition. Loss of employment remained the most cited cause of homelessness (19%), with 13% reporting eviction. Those citing incarceration as the primary cause of their homelessness increased from 3% in 2017 to 13% in 2019.

Figure 38. PRIMARY CAUSE OF HOMELESSNESS (TOP 5 RESPONSES)

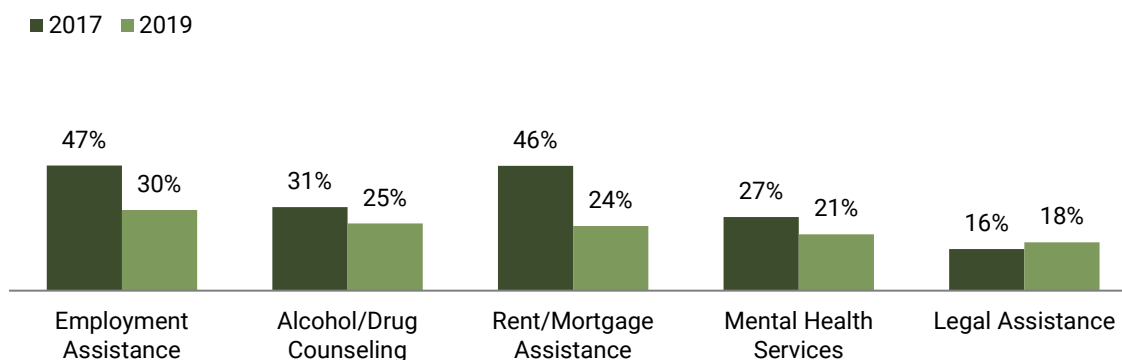


2015 n=352 respondents offering 472 responses; 2017 n=436 respondents offering 516 responses; 2019 n=419 respondents offering 489 responses

OBSTACLES TO OBTAINING PERMANENT HOUSING

Many individuals experiencing homelessness face significant barriers in obtaining permanent housing. These barriers can range from housing affordability and availability to accessing the economic and social supports (e.g., increased income, rental assistance, healthcare, and case management) needed to access and maintain permanent housing. In 2019, 30% of respondents reported employment assistance might have helped to prevent their homelessness, a large decrease from 47% in 2017. One-quarter (25%) reported that alcohol or drug counseling may have helped them from becoming homeless, and 24% cited rent or mortgage assistance.

Figure 39. ASSISTANCE NEEDED TO PREVENT HOMELESSNESS



2017 n=431; 2019 n=418

Note: Multiple response question. Percentages may not add up to 100.

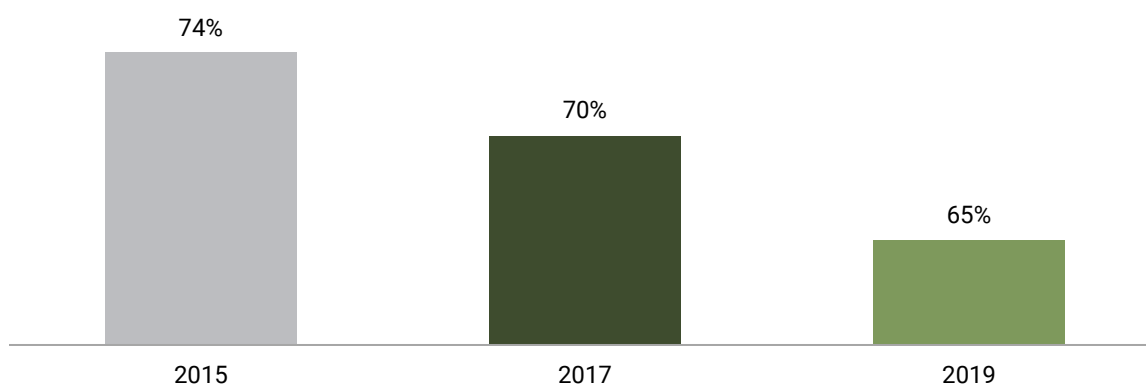
SERVICES AND ASSISTANCE

Solano County provides services and assistance to those currently experiencing homelessness through federal, state, and local programs. Government assistance and homeless services work to enable individuals and families to obtain income and support. However, many individuals and families do not apply for services, as many believe that they are ineligible for assistance. Connecting homeless individuals and families to these support services creates a bridge to mainstream support services and can prevent future housing instability.

GOVERNMENT ASSISTANCE

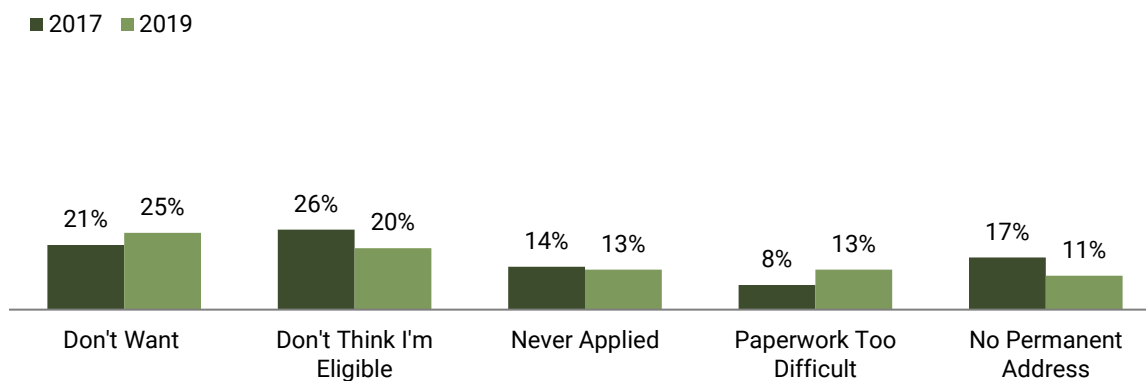
There are various forms of government assistance available to individuals experiencing homelessness. However, usage of these supports is impacted by knowledge of services available, understanding of eligibility requirements, and perceived stigma of receiving governmental assistance. In 2019, just under two-thirds (65%) of those surveyed were receiving government assistance, a decrease from 74% in 2015 and 70% in 2017. When queried about why they were not receiving government assistance, 25% did not want government assistance, 20% did not think they were eligible, 13% had not applied, 13% noted that the paperwork was too difficult, and 11% had no permanent address.

Figure 40. RECEIVING ANY FORM OF GOVERNMENT ASSISTANCE



2015 n=327; 2017 n=438; 2019 n=411

Figure 41. REASONS FOR NOT RECEIVING GOVERNMENT ASSISTANCE



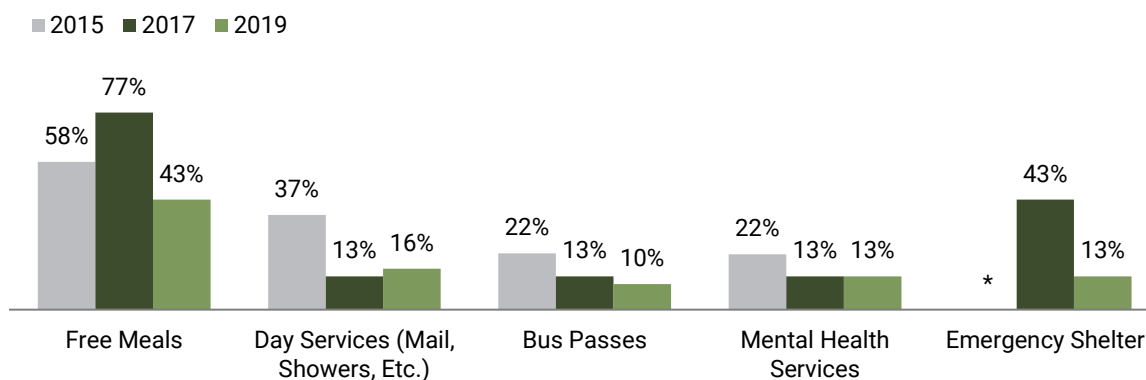
2017 n=110; 2019 n=119

Note: Multiple response question. Percentages may not add up to 100.

SERVICES AND PROGRAMS

In addition to government assistance, there are numerous community-based services and programs made available to individuals experiencing homelessness. These services range from day shelters and meal programs to job training and healthcare. In 2019, 70% of respondents were accessing at least one service. The most commonly accessed service was free meals, which decreased significantly from 77% in 2017 to 43% in 2019.

Figure 42. ACCESSING NON-GOVERNMENTAL SERVICES/ASSISTANCE



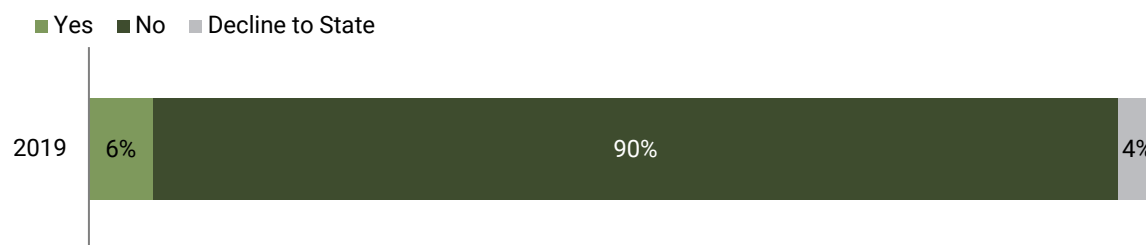
2015 n=301 respondents offering 457 responses; 2017 n=422 respondents offering 1,177 responses; 2019 n=401 respondents offering 642 responses

Note: Multiple response question. Percentages may not add up to 100.

* Option unavailable on 2015 survey.

Resource Connect Solano is a coordinated entry program that began in Solano County in 2017 with a mission to streamline supportive services and housing resources to those experiencing homelessness.¹⁶ In 2019, 6% of survey respondents had completed a housing assessment with Resource Connect Solano.

Figure 43. RESOURCE CONNECT SOLANO COORDINATED ENTRY



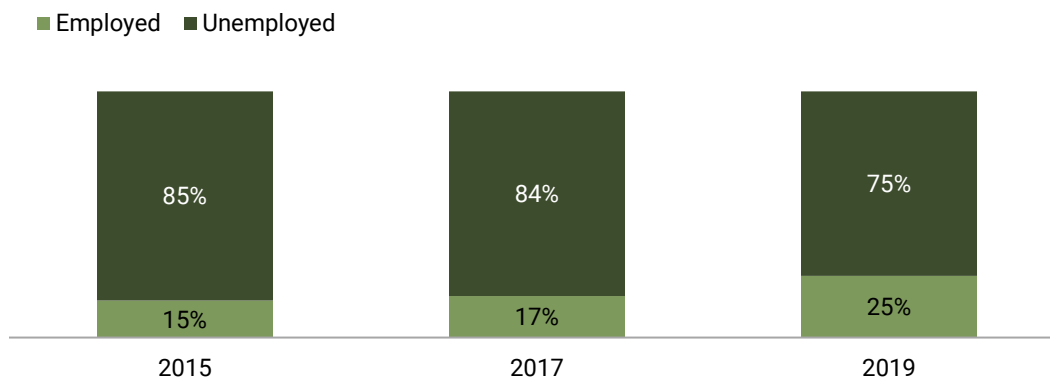
2019 n=377

¹⁶ Caminar (2017). Resource Connect Solano Launches with Strong Community Support. Retrieved 2019 from <https://www.caminar.org/blog/2017/12/13/resource-connect-solano-launches-with-strong-community-support>

EMPLOYMENT, INCOME, AND EDUCATION

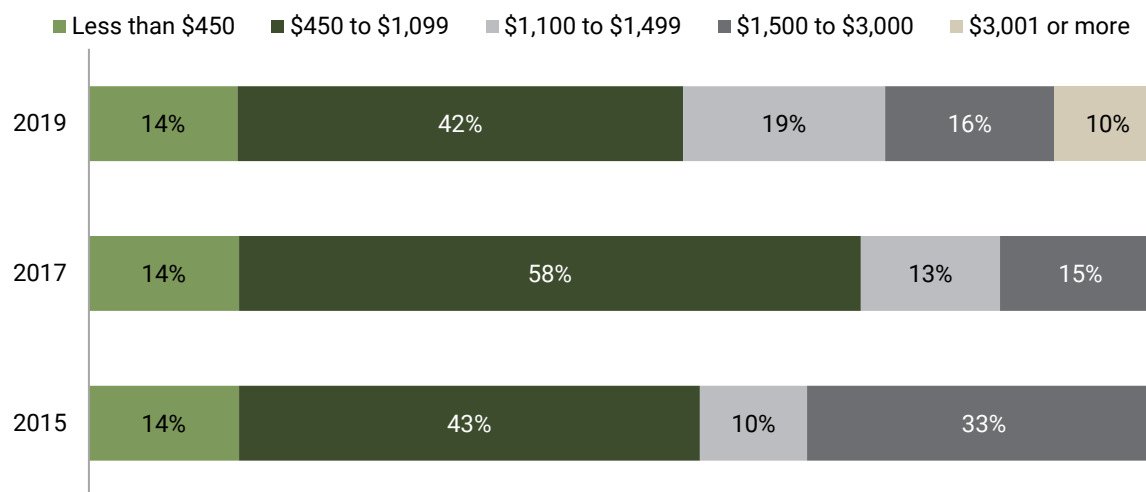
While the majority (75%) of respondents reported being unemployed, a number reported part-time or full-time work, and many were receiving an income, either from public or private sources. One-quarter (25%) of respondents reported some sort of employment, an increase from 17% in 2017. This result aligns with low unemployment and rising housing costs, suggesting that employment and income were not enough to meet basic needs.¹⁷ Those who were employed also reported higher incomes than those who were unemployed, but were not making enough to support stable housing and other living expenses.

Figure 44. EMPLOYMENT



2015 n=315; 2017 n=431; 2019 n=383

Figure 45. MONTHLY INCOME, EMPLOYED

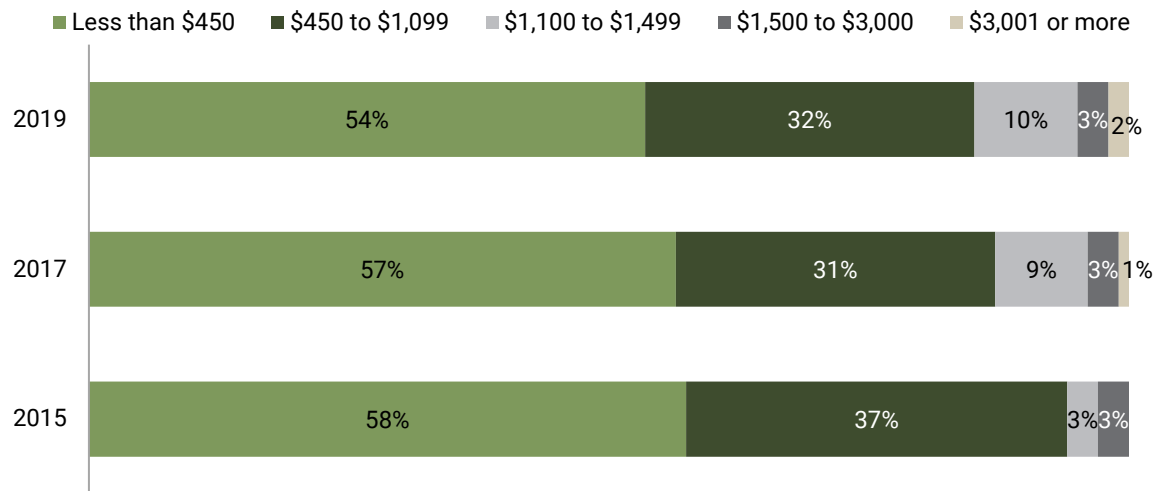


2015 n=21; 2017 n=71; 2019 n=94

Note: Employed includes part-time, seasonal, and full time employment. Percentages may not add up to 100 due to rounding.

¹⁷ The Daily Republic (2018). Solano Life 2018: housing market. Retrieved 2019 from <https://www.dailyrepublic.com/projects/solano-life-2018/solano-life-2018-housing-market/>

Figure 46. MONTHLY INCOME, UNEMPLOYED

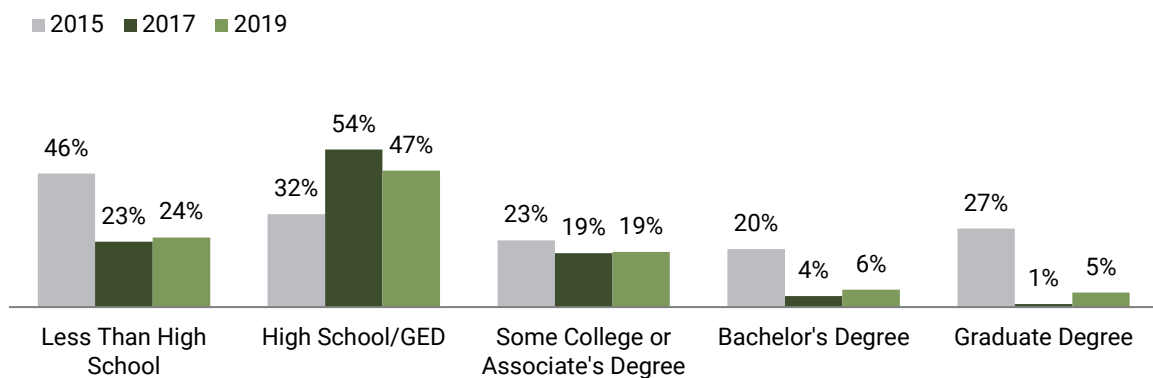


2015 n=103; 2017 n=360; 2019 n=281

Note: Percentages may not add up to 100 due to rounding.

Nearly half (47%) of respondents reporting having a high school diploma or GED, while just under one-quarter (24%) had not achieved a high school diploma or GED.

Figure 47. HIGHEST LEVEL OF EDUCATION ACHIEVED



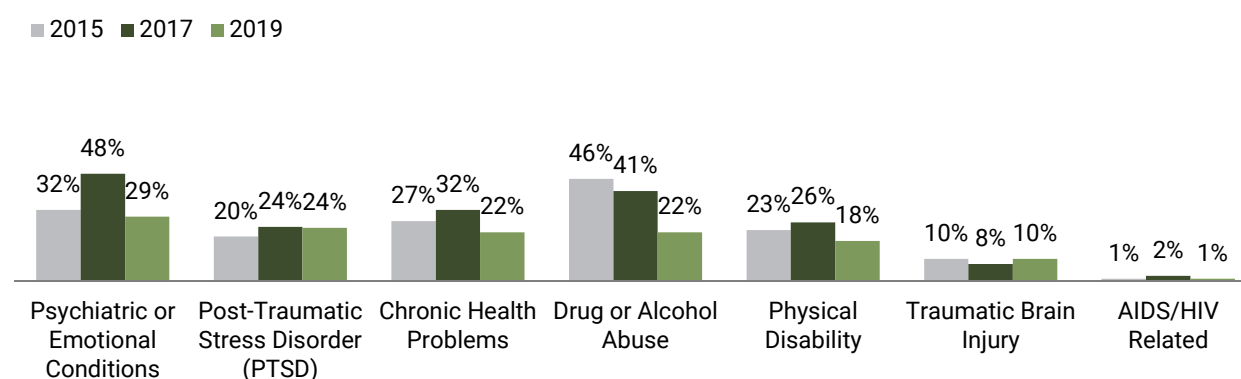
2015 n=335; 2017 n=426; 2019 n=421

Note: Percentages may not add up to 100 due to rounding.

HEALTH

The average life expectancy for individuals experiencing homelessness is 25 years less than those in stable housing.¹⁸ Without regular access to healthcare and without safe and stable housing, individuals experience preventable illness and often endure longer hospitalizations. It is estimated that those experiencing homelessness stay four days (or 36%) longer per hospital admission than non-homeless patients.¹⁹ In 2019, fewer respondents identified having most conditions. Twenty-nine percent (29%) of respondents reported a psychiatric or emotional condition, a significant decrease from 48% in 2017. Nearly one-quarter (24%) reported experiencing Post-Traumatic Stress Disorder, and 22% reported chronic health problems. Significantly fewer respondents reported drug or alcohol abuse, down from 41% in 2017 to 22% in 2019.

Figure 48. HEALTH CONDITIONS



2015 n=339-348; 2017 n=439; 2019 n=432

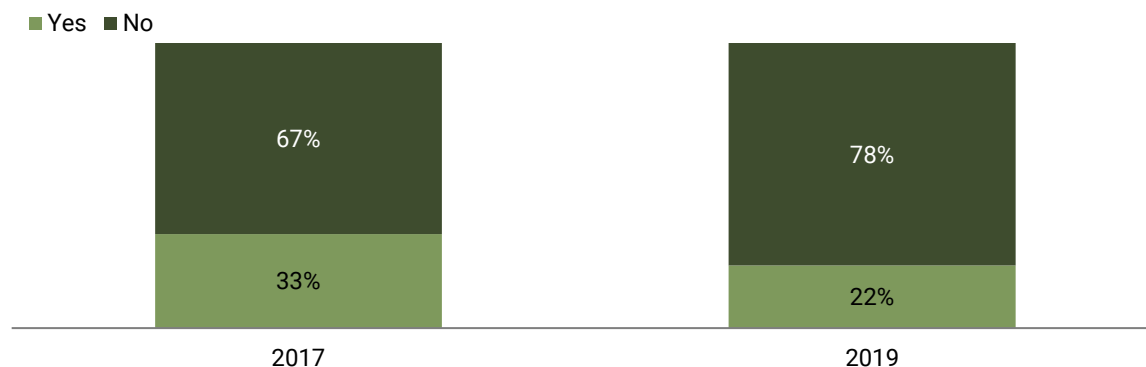
Note: Multiple response question. Percentages may not add up to 100.

¹⁸ O'Connell, J.J. (2005). Premature Mortality in Homeless Populations: A Review of the Literature. Nashville: National Health Care for the Homeless Council, Inc. Retrieved 2019 from <http://sbdwww.org/wp-content/uploads/2011/04/PrematureMortalityFinal.pdf>.

¹⁹ Sharon A. Salit, M. E. (1998). Hospitalization Costs Associated with Homelessness in New York City. New England Journal of Medicine, 338, 1734-1740.

In addition to health conditions, annual federal reporting solicits combined data on all individuals experiencing serious mental illness, including a psychiatric or emotional condition and Post-Traumatic Stress Disorder (PTSD). In 2019, 22% of those experiencing homelessness had serious mental illness, down from 33% in 2017.

Figure 49. SERIOUS MENTAL ILLNESS



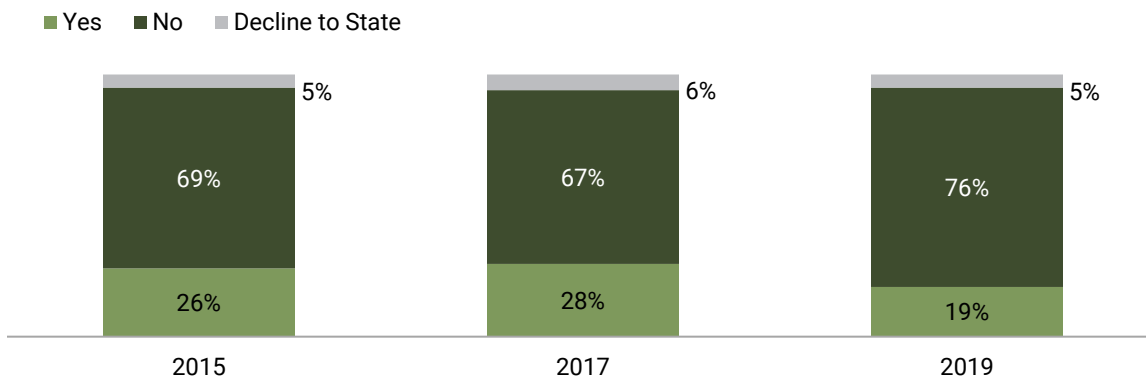
2017 N=1,232; 2019 N=1,151

Note: Multiple response question. Percentages may not add up to 100.

DOMESTIC VIOLENCE AND ABUSE

Histories of domestic violence and abuse are prevalent among individuals experiencing homelessness and can be the primary cause of homelessness for many. Survivors often lack the financial resources required for housing, as their employment history or dependable income may be limited. In 2019, 19% of respondents reporting experiencing domestic violence or abuse at some point in their lives, a marked decrease from 28% in 2017. Of those individuals, 82% were unsheltered and 18% were sheltered. An additional 10% of respondents reported they were currently experiencing domestic violence or abuse.

Figure 50. HISTORY OF DOMESTIC VIOLENCE OR ABUSE

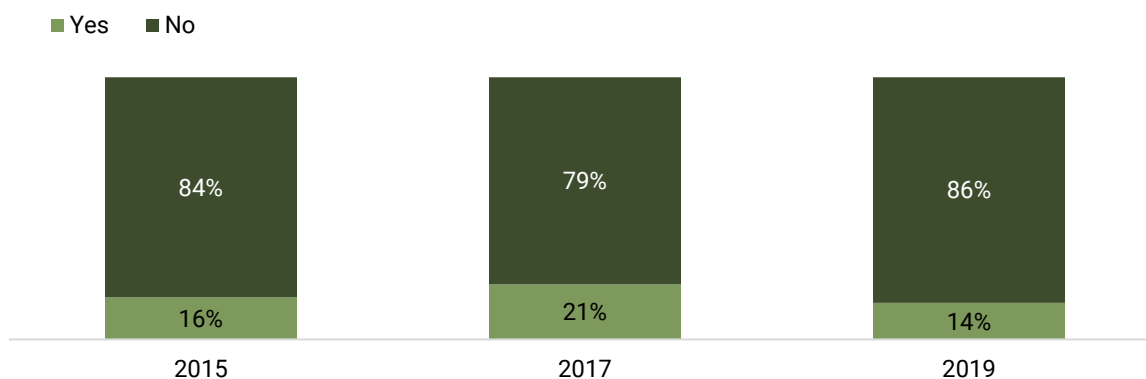


2015 n=331; 2017 n=433; 2019 n=413

FOSTER CARE HISTORY

Nationally, it is estimated that at least one-third of foster youth experience homelessness after exiting care.²⁰ In the state of California, many foster youth are eligible to receive extended care benefits as they transition into adulthood, up until their 21st birthday. Implemented since 2012, the aim of extended foster care is to assist foster youth with the transition to independence and prevent them from experiencing homelessness. Fourteen percent (14%) of respondents reported being in the foster care system at some point in their lives, a decrease from 21% in 2017. Of those with a history of foster care, 83% were unsheltered on the night of the count.

Figure 51. HISTORY OF FOSTER CARE



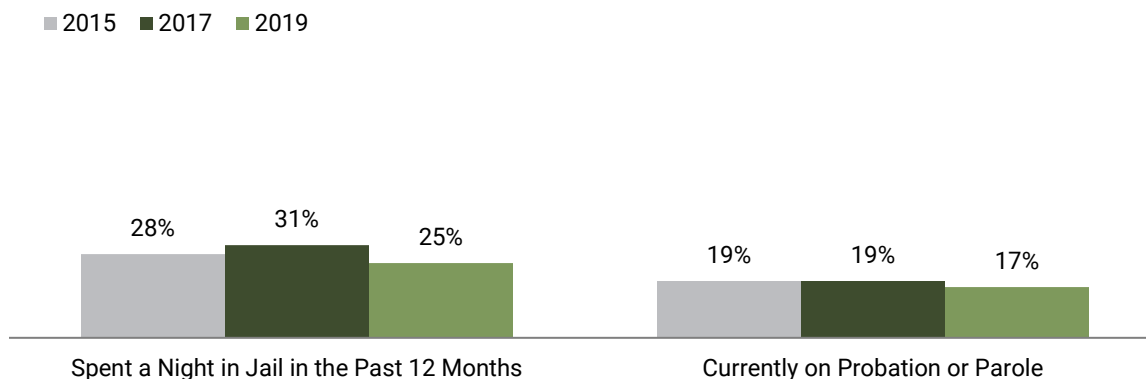
2015 n=331; 2017 n=430; 2019 n=425

²⁰ Dworsky, A.; Napolitano, L.; and Courtney, M. (2013). Homelessness During the Transition From Foster Care to Adulthood. Congressional Research Services, Am J Public Health. 2013 December; 103(Suppl 2): S318–S323. Retrieved 2018 from 10.2105/AJPH.2013.301455.

CRIMINAL JUSTICE SYSTEM

Homelessness and incarceration are often correlative. Individuals without stable housing are at greater risk of criminal justice system involvement, particularly those with mental health issues, veterans, and unaccompanied children and transition-age youth. Those who have been incarcerated face significant barriers to exiting homelessness due to stigmatization and policies affecting their ability to gain employment and access housing opportunities.²¹ One-quarter (25%) of respondents had spent a night in jail or prison in the past year, while 17% were currently on probation or parole.

Figure 52. INCARCERATION IN THE PAST 12 MONTHS



2015 n=316-338; 2017 n=431-433; 2019 n=413-417

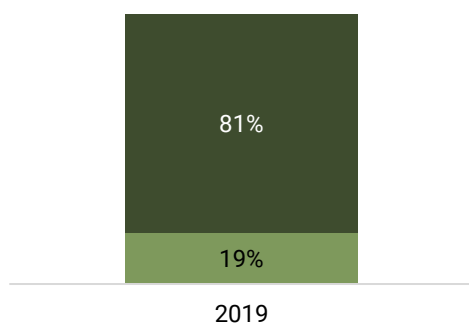
²¹ Greenberg, GA, Rosenheck, RA. (2008). Jail Incarceration, Homelessness, and Mental Health: A National Study. *Psychiatric Services*, 2008 Feb;59(2): 170-7.

LGBTQ+

Persons identifying as lesbian, gay, bisexual, transgender, gender non-conforming, or queer (LGBTQ+) were overrepresented in the population experiencing homelessness when compared to the general population: as of 2018, fewer than 5% of the US population identified as LGBTQ+. ²² In contrast, 19% of 2019 Solano Homeless Survey respondents identified as LGBTQ+. Among those identifying as LGBTQ+, 47% identified as bisexual, 19% identified as lesbian, and 17% identified as gay.

Figure 53. SEXUAL ORIENTATION AND GENDER IDENTITY

■ Yes ■ No



Breakout of LGBTQ+ Respondents	%	N
Bisexual	47%	39
Lesbian	19%	16
Gay	17%	14
Queer	2%	2
Transgender	4%	3
Gender Non-Conforming	1%	1
Other	16%	13

2019 LGBTQ n=432, LGBTQ Breakout n=83 respondents offering 88 responses

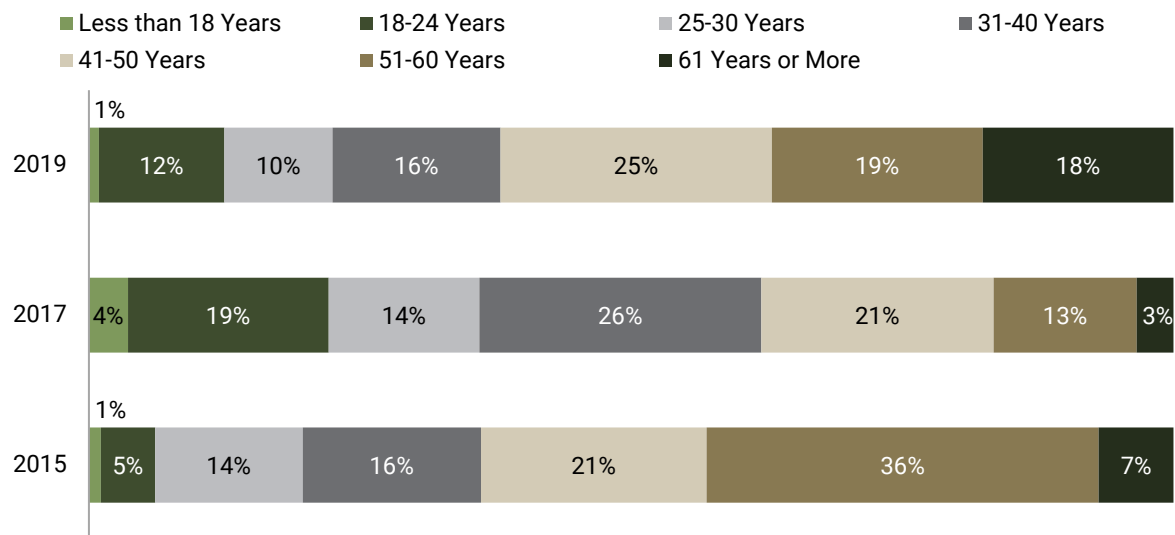
Note: Multiple response question. Percentages may not add up to 100.

²² Newport, F. (2018). In U.S., Estimate of LGBT Population Rises to 4.5%. *Gallup*. Retrieved 2019 from <https://news.gallup.com/poll/234863/estimate-lgbt-population-rises.aspx>.

SURVEY DEMOGRAPHICS

To gain a more comprehensive understanding of the experiences of individuals and families experiencing homelessness in Solano County, respondents were asked basic demographic questions. Respondent ages vary yearly, with a range of 16 to 88 years in 2019. Thirteen percent (13%) were under age 25, 50% were age 25 to 50, and 37% were age 51 or older.

Figure 54. SURVEY RESPONDENTS BY AGE



2015 n=360; 2017 n=439; 2019 n=432

Note: Percentages may not add up to 100 due to rounding.



Homeless Survey Findings: Subpopulations

Home, Together: The Federal Strategic Plan to Prevent and End Homelessness outlines national objectives and evaluative measures for ending homelessness among all populations in the United States.²³

In order to adequately address the diversity within the population experiencing homelessness, the federal government identifies four subpopulations with particular challenges or needs, including:

1. Chronic homelessness among people with disabilities;
2. Veterans;
3. Families with children; and
4. Unaccompanied children and transition-age youth.

Consequently, these subpopulations represent important reportable indicators for measuring local progress toward ending homelessness.

The following sections examine each of these four subpopulations, identifying the number and characteristics of individuals included in the 2019 Solano County Homeless Point-in-Time Count and Survey. Solano County has identified older adults as a fifth population with particular challenges or needs and therefore includes them in the following section.

²³ United States Interagency Council on Homelessness. (2010). Home, Together: The Federal Strategic Plan to Prevent and End Homelessness: June 2010. Retrieved May 2019 from https://www.usich.gov/resources/uploads/asset_library/Home-Together-Federal-Strategic-Plan-to-Prevent-and-End-Homelessness.pdf



CHRONICALLY HOMELESS

HUD defines a chronically homeless individual as someone who has experienced homelessness for a year or longer—or who has experienced at least four episodes of homelessness totaling 12 months in the last three years—and also has a disabling condition that prevents them from maintaining work or housing. This definition applies to individuals as well as heads of household who meet the definition.

The chronically homeless population represents one of the most vulnerable populations on the street; the mortality rate for those experiencing chronic homelessness is four to nine times higher than that of the general population.²⁴ Data from communities across the country reveal that public costs incurred by those experiencing extended periods of homelessness include emergency room visits, interactions with law enforcement, incarceration, and regular access to social supports and homeless services. These combined costs are often significantly higher than the cost of providing individuals with permanent housing and supportive services.

In 2018, HUD reported that 88,640 individuals, representing 24% of the overall homeless population, were experiencing chronic homelessness.²⁵ Chronic homelessness has been on the decline in recent years as communities across the country increase the capacity of their permanent supportive housing programs and prioritize those with the greatest barriers to housing stability.

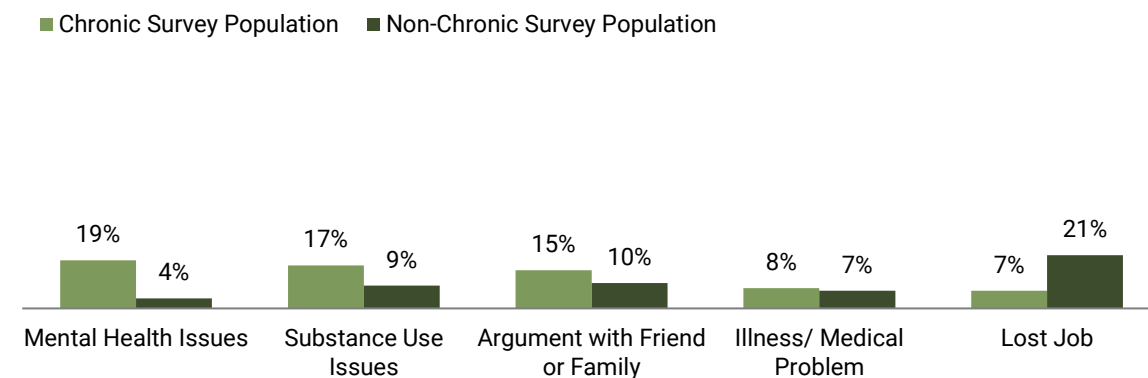
²⁴ United States Interagency Council on Homelessness. (2010). Supplemental Document to the Federal Strategic Plan to Prevent and End Homelessness: June 2010. Retrieved 2017 from https://www.usich.gov/resources/uploads/asset_library/BkgdPap_ChronicHomelessness.pdf

²⁵ Department of Housing and Urban Development. (2018). Annual Assessment Report to Congress. Retrieved 2019 from <https://www.hudexchange.info/resources/documents/2018-AHAR-Part-1.pdf>

PRIMARY CAUSE OF HOMELESSNESS

Among individuals experiencing chronic homelessness, 19% reported their primary cause of homelessness as mental health issues, followed closely by substance use issues (17%). Respondents who were not chronically homeless more often identified a lost job (21%) or eviction (13%) as the primary cause of their homelessness.

Figure 55. PRIMARY CAUSE OF HOMELESSNESS (TOP 5 RESPONSES), CHRONIC AND NON-CHRONIC COMPARISON



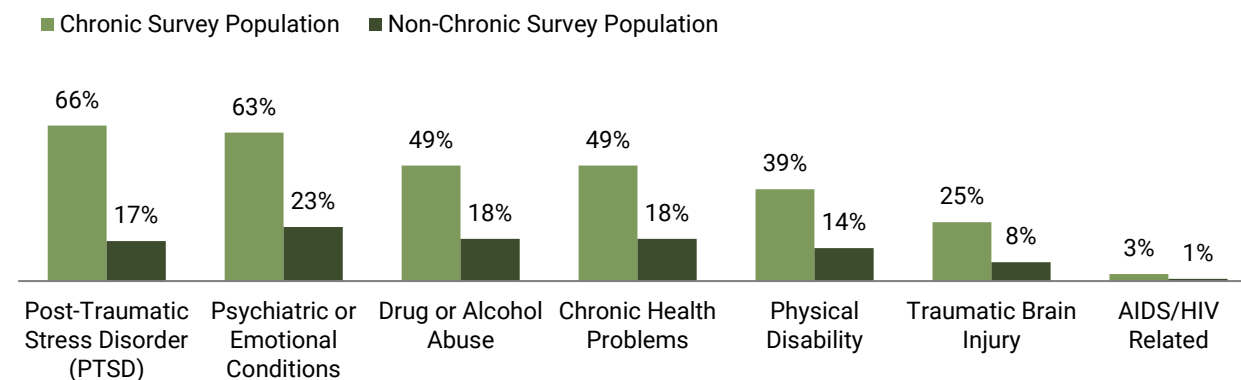
2019 Chronic n=59, Non-Chronic n=360

Note: Multiple response question. Percentages may not add up to 100.

HEALTH CONDITIONS

To meet the definition of chronic homelessness, an individual or head of household must be experiencing at least one disabling condition (a health condition that prevents stable employment or housing). Thus, those experiencing chronic homelessness reported higher rates of every health condition than non-chronically homeless respondents, particularly Post-Traumatic Stress Disorder (66% compared to 17%). Additionally, 63% of chronically homeless respondents reported a psychiatric or emotional condition, 49% reported drug or alcohol abuse, and 49% reported chronic health problems.

Figure 56. HEALTH CONDITIONS, CHRONIC AND NON-CHRONIC COMPARISON



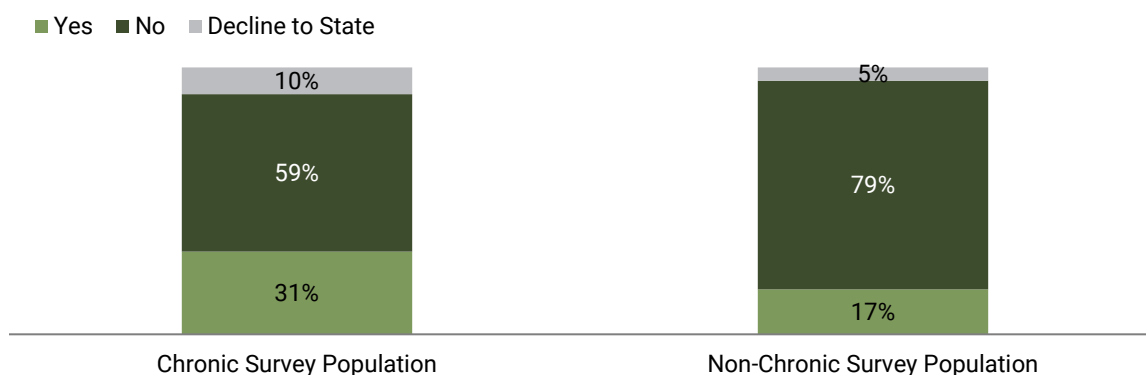
2019 Chronic n=59, Non-Chronic n=373

Note: Multiple response question. Percentages may not add up to 100.

DOMESTIC VIOLENCE AND ABUSE

Chronically homeless respondents were almost twice as likely to report a history of domestic violence or abuse. Nearly one-third (31%) of those experiencing chronic homelessness reported a history of domestic violence or abuse in comparison with 17% of the non-chronic survey population.

Figure 57. HISTORY OF DOMESTIC VIOLENCE OR ABUSE, CHRONIC AND NON-CHRONIC COMPARISON

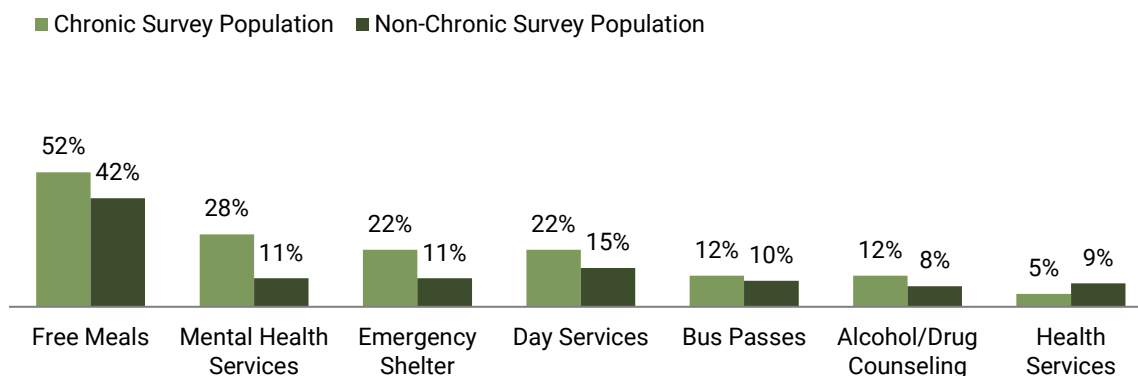


2019 Chronic n=59, Non-Chronic n=354

SERVICES AND ASSISTANCE

Over half (52%) of those experiencing chronic homelessness received free meals in comparison to 42% of non-chronically homeless respondents, and 28% reported receiving mental health services in comparison to 11% of non-chronically homeless respondents. In addition to community-based services and assistance, 68% of chronically homeless respondents were receiving some type of governmental assistance, similar to 64% of non-chronically homeless respondents. Governmental assistance includes social security, food stamps (CalFresh), disability, CalWORKS, and Veterans Affairs benefits.

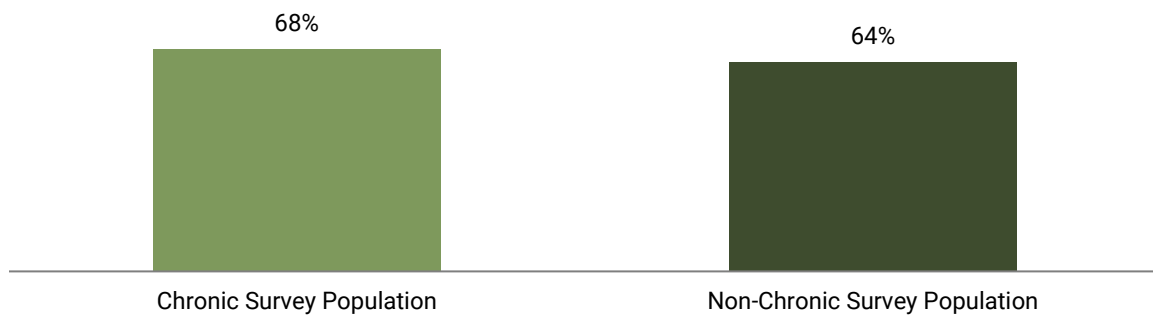
Figure 58. SERVICES AND ASSISTANCE, CHRONIC AND NON-CHRONIC COMPARISON



2019 Chronic n=59, Non-Chronic n=343

Note: Multiple response question. Percentages may not add up to 100.

Figure 59. GOVERNMENT ASSISTANCE, CHRONIC AND NON-CHRONIC COMPARISON



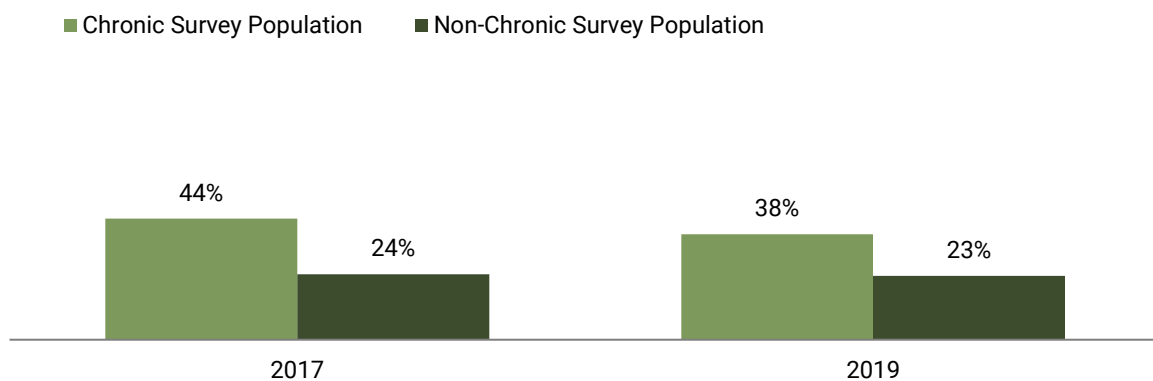
2019 Chronic n=59, Non-Chronic n=352

Note: Multiple response question. Percentages may not add up to 100.

INCARCERATION

Those experiencing chronic homelessness were more likely to spend a night incarcerated in the past year than non-chronically homeless respondents (38% compared to 23%).

Figure 60. NIGHT SPENT IN JAIL IN THE LAST 12 MONTHS WITH TREND, CHRONIC AND NON-CHRONIC COMPARISON



2017 Chronic n=151, Non-Chronic n=280; 2019 Chronic n=58, Non-Chronic n=359

Note: Multiple response question. Percentages may not add up to 100.

VETERANS

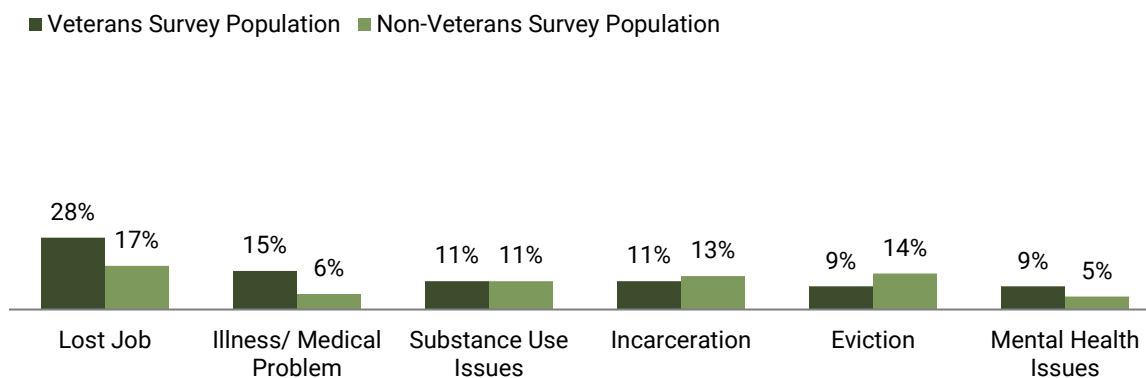
Many U.S. veterans experience conditions that place them at increased risk for homelessness. Veterans experience higher rates of post-traumatic stress disorder (PTSD), traumatic brain injury (TBI), sexual assault, and substance abuse. Veterans experiencing homelessness are more likely to live on the street than in shelters, and often remain on the street for extended periods of time.

The U.S. Department of Veterans Affairs (VA) provides a broad range of benefits and services to veterans of the U.S. Armed Forces. These benefits can involve different forms of financial assistance, including monthly cash payments to disabled veterans, health care, education, and housing benefits. In addition to these supports, the VA and HUD partner to provide additional housing and support services to veterans currently homeless or at risk of homelessness.

PRIMARY CAUSE OF HOMELESSNESS

The primary causes of homelessness among veterans were a lost job (28%) and an illness or medical problem (15%), both at higher rates than non-Veteran respondents.

Figure 61. PRIMARY CAUSE OF HOMELESSNESS (TOP 6 RESPONSES), VETERAN AND NON-VETERAN COMPARISON



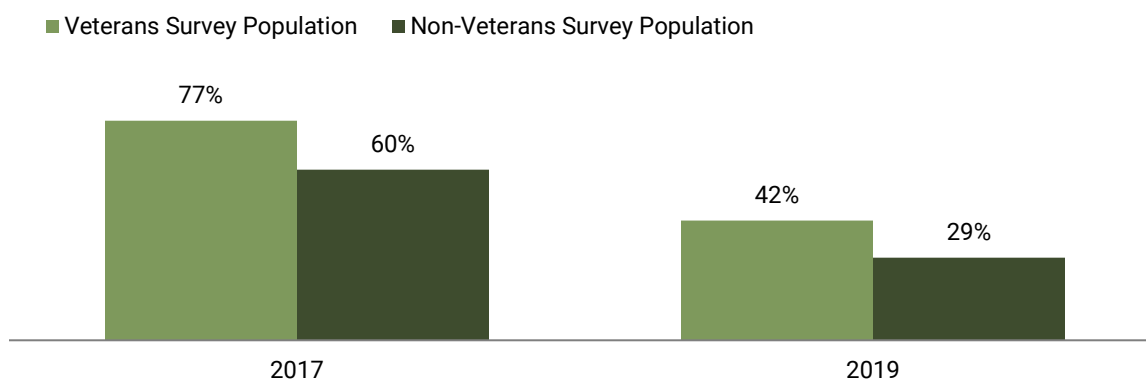
2019 Veterans n=54, Non-Veterans n=361

Note: Multiple response question. Percentages may not add up to 100.

HEALTH CONDITIONS

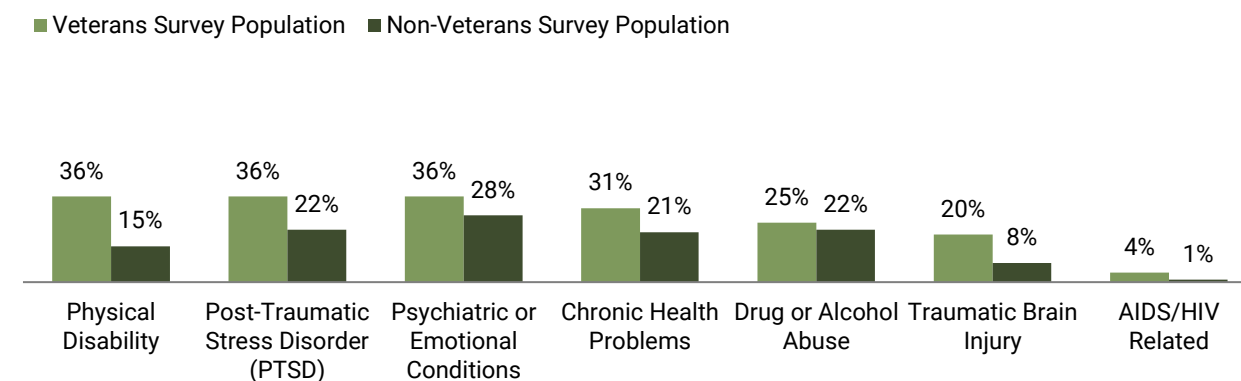
Veterans experienced disabling conditions at a higher rate than non-veterans. Although significantly lower than in 2017, 42% of veterans experienced a disabling condition (a health condition that prevented them from stable employment or housing) compared to 29% of non-veterans. Veterans also experienced higher rates of all health conditions: 36% of veteran respondents reported a physical disability, much higher than 15% of non-veterans. Thirty-six percent (36%) reported both Post-Traumatic Stress Disorder and a psychiatric or emotional condition, and 31% reported chronic health problems. Veterans also reported drug or alcohol abuse at a higher rate than non-veterans (25% vs. 22%), traumatic brain injury (20% vs. 8%), and AIDS/HIV related conditions (4% vs. 1%).

Figure 62. AT LEAST 1 DISABLING CONDITION WITH TREND, VETERAN AND NON-VETERAN COMPARISON



2017 Veterans n=61, Non-Veterans n=378; 2019 Veterans n=55, Non-Veterans n=373

Figure 63. HEALTH CONDITIONS, VETERAN AND NON-VETERAN COMPARISON



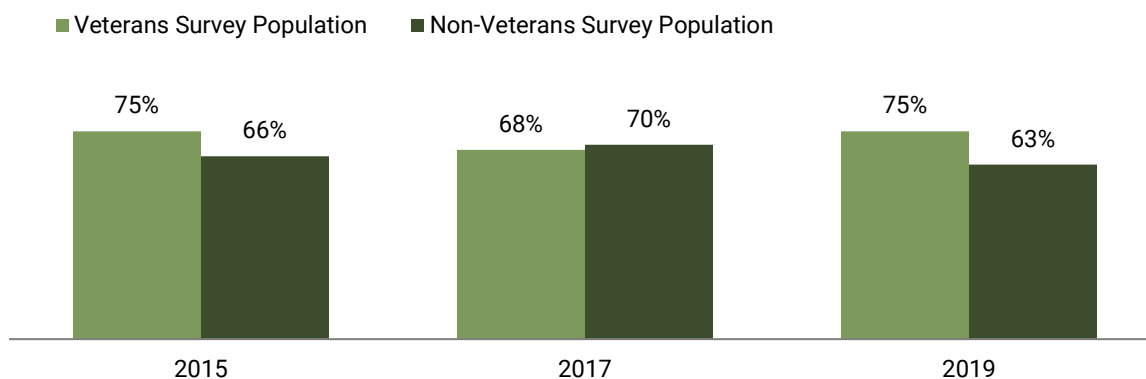
2019 Veterans n=55, Non-Veterans n=373

Note: Multiple response question. Percentages may not add up to 100.

SERVICES AND ASSISTANCE

Three-quarters (75%) of veteran survey respondents reported accessing governmental services compared to 63% of non-veterans.

Figure 64. ACCESS TO GOVERNMENT SERVICES WITH TREND, VETERAN AND NON-VETERAN COMPARISON

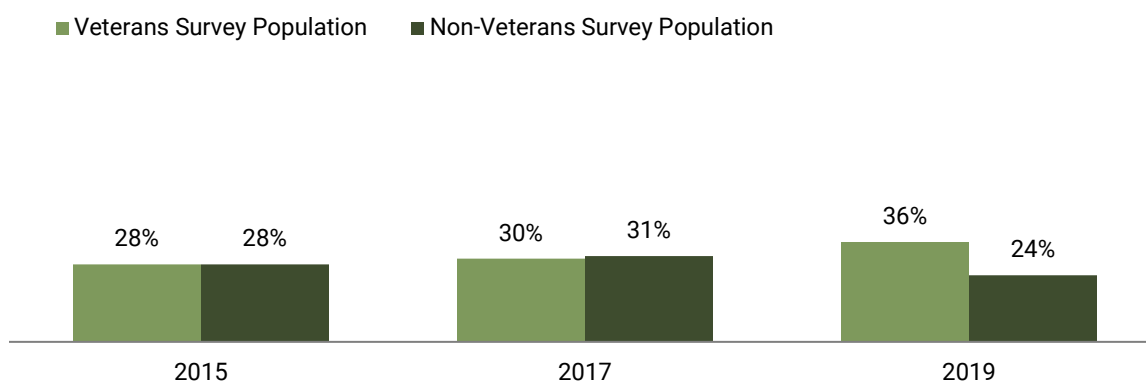


2015 Veterans n=38, Non-Veterans n=289; 2017 Veterans n=60, Non-Veterans n=378; 2019 Veterans n=51, Non-Veterans n=356

INCARCERATION

Nationally, among those who are incarcerated, veterans are more likely than non-veterans to be first time offenders, to have committed a violent offense, and to receive longer prison sentences. Veterans who are incarcerated may also face the loss of various VA benefits during this time.²⁶ In a slight increase from 2017, 36% of veterans reported they had spent a night in jail or prison in the past year, higher than 24% of non-veterans.

Figure 65. INCARCERATED IN THE PAST 12 MONTHS WITH TREND, VETERAN AND NON-VETERAN COMPARISON



2015 Veterans n=39, Non-Veterans n=299; 2017 Veterans n=60, Non-Veterans n=371; 2019 Veterans n=53, Non-Veterans n=360

²⁶ Military Benefits. (2014). Incarcerated Veterans. Retrieved 2017 from <http://www.military.com/benefits/veterans-benefits/incarcerated-veterans.html>.

FAMILIES WITH CHILDREN

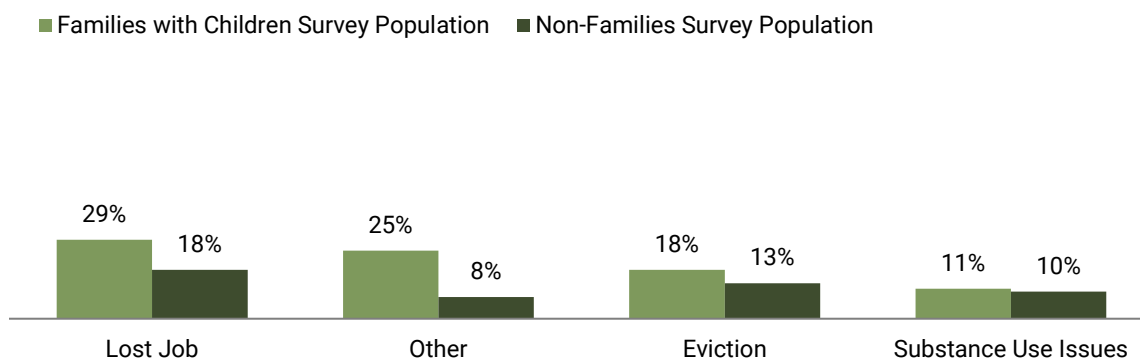
National data from 2018 suggest that 33% of all people experiencing homelessness are persons in families.²⁷ Very few families experiencing homelessness are unsheltered, as public shelters serve 90% of homeless families in the United States; this is a significantly higher proportion of the population compared with other subpopulations, including unaccompanied children and transition-age youth. Data on families experiencing homelessness suggest that they are not much different from other families living in poverty.

Nationally, the majority of homeless families are households headed by single women and families with children under the age of six.²⁸ Children in families experiencing homelessness have increased incidence of illness and are more likely to have emotional and behavioral problems than children with stable living accommodations.²⁹

PRIMARY CAUSE OF HOMELESSNESS

Loss of a job (29%) was the most cited cause of homelessness among families with children, followed by “Other” (25%) and eviction (18%).

Figure 66. PRIMARY CAUSE OF HOMELESSNESS (TOP 4 RESPONSES), FAMILIES AND NON-FAMILIES COMPARISON



2019 Families n=28, Non-Families n=391

Note: Multiple response question. Percentages may not add up to 100. Please use caution when interpreting results due to small sample size.

²⁷ U. S. Department of Housing and Urban Development. (2018). The 2018 Annual Assessment Report (AHAR) to Congress. Retrieved 2019 from <https://www.hudexchange.info/resources/documents/2017-AHAR-Part-1.pdf>

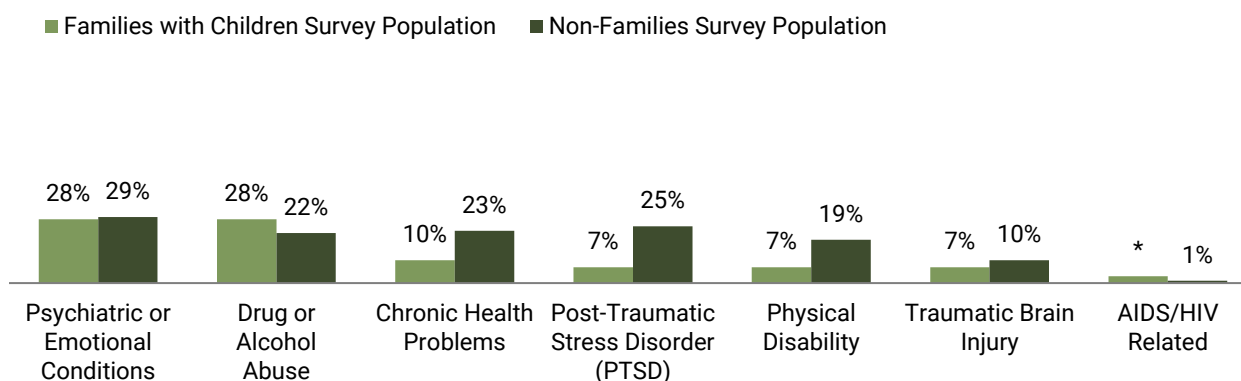
²⁸ U. S. Department of Health and Human Services. (2007). Characteristics and Dynamics of Homeless Families with Children. Retrieved 2015 from <http://aspe.hhs.gov/>

²⁹ U.S. Interagency Council on Homelessness. (2015). Opening Doors. Retrieved 2015 from <http://www.usich.gov/>

HEALTH CONDITIONS

Individuals in families with children had lower rates of most health conditions than non-family respondents. However, 28% of family respondents reported drug or alcohol abuse, higher than 22% of non-family respondents. Twenty-eight percent (28%) of those in families reported a psychiatric or emotional condition.

Figure 67. HEALTH CONDITIONS, FAMILIES AND NON-FAMILIES COMPARISON



2019 Families n=29, Non-Families n=403

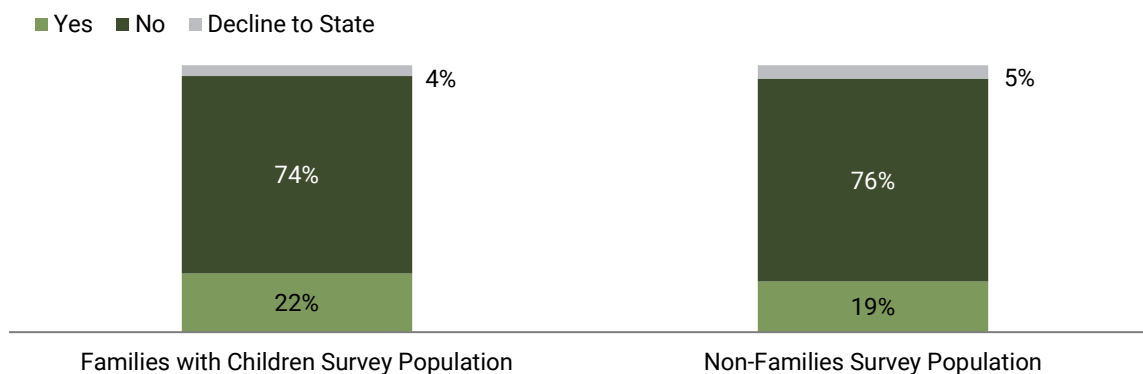
Note: Multiple response question. Percentages may not add up to 100. Please use caution when interpreting results due to small sample size.

* Suppressed due to small sample size.

DOMESTIC VIOLENCE AND ABUSE

Those in families with children were slightly more likely to have a history of domestic violence or abuse. Twenty-two percent (22%) of family respondents reported a history of domestic violence compared to 19% of non-family respondents.

Figure 68. HISTORY OF DOMESTIC VIOLENCE OR ABUSE, FAMILIES WITH CHILDREN AND NON-FAMILIES COMPARISON

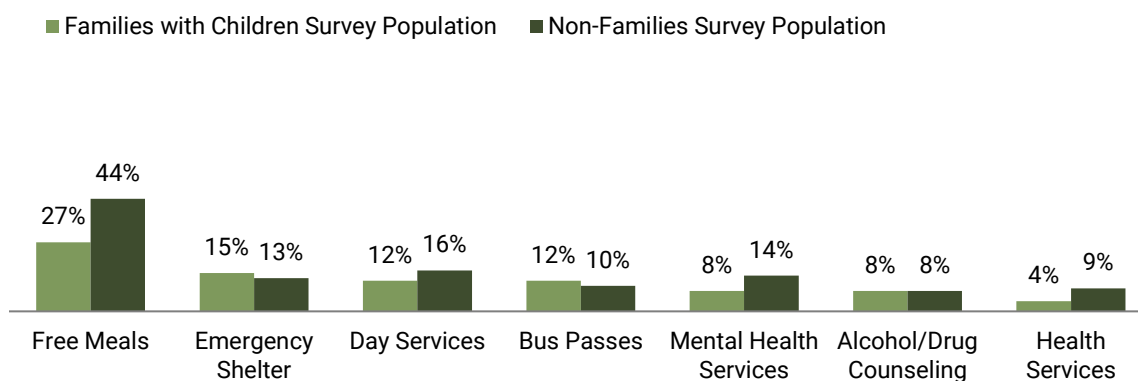


2019 Chronic n=27, Non-Chronic n=386

SERVICES AND ASSISTANCE

Respondents in families with children did not access many non-governmental services. Just over one-quarter (27%) access free meals, much lower than those not in families (44%). Fifteen percent (15%) of respondents in families with children reported using emergency shelter, 12% reported using day shelter services (showers, mail, etc.), and 12% reported receiving bus passes. More than two-thirds (68%) of families with children were receiving some sort of government assistance such as social security, food stamps, disability, CalWORKS, or VA benefits.

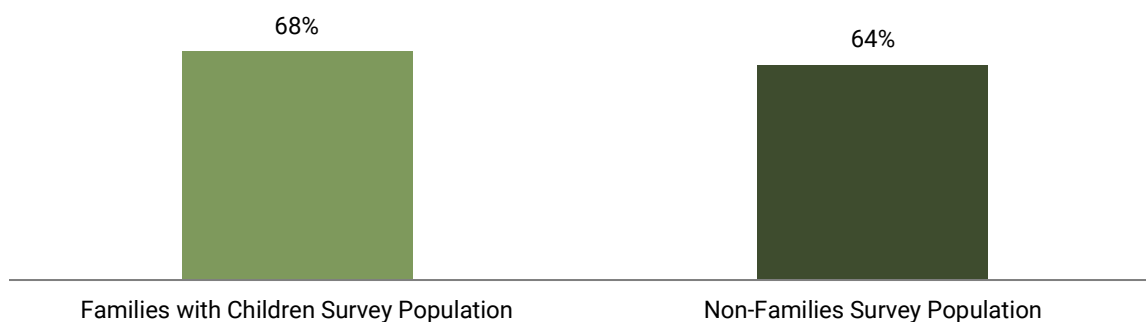
Figure 69. SERVICES AND ASSISTANCE, FAMILIES WITH CHILDREN AND NON-FAMILIES COMPARISON



2019 Families n=26, Non-Families n=375

Note: Multiple response question. Percentages may not add up to 100.

Figure 70. GOVERNMENT ASSISTANCE, FAMILIES WITH CHILDREN AND NON-FAMILIES COMPARISON



2019 Families n=28, Non-Families n=383

Note: Multiple response question. Percentages may not add up to 100.



UNACCOMPANIED HOMELESS CHILDREN AND TRANSITION-AGE YOUTH

Due to the often concealed nature of youth homelessness, limited data are available on unaccompanied children and transition-age youth experiencing homelessness. Although largely considered an undercount, nationwide estimates from 2018 suggest there are at least 36,361 unaccompanied youth on the streets and in public shelters, a decrease of 11% over 2017.³⁰ This decrease may be due to the increased focus on ending youth homelessness since the 2017 count.

Young people experiencing homelessness have more difficulty accessing services, including shelter, medical care, and employment. This is due to the stigma of their housing situation, lack of knowledge of available resources, and a dearth of services targeted to young people.³¹

In 2012, the U.S. Interagency Council on Homelessness amended the federal strategic plan to end homelessness to include specific strategies and supports to address the needs of unaccompanied homeless children and transition-age youth. As part of this effort, the U.S. Department of Housing and Urban Development placed increased focus on gathering data on unaccompanied homeless children and transition-age youth during the Point-in-Time Count.

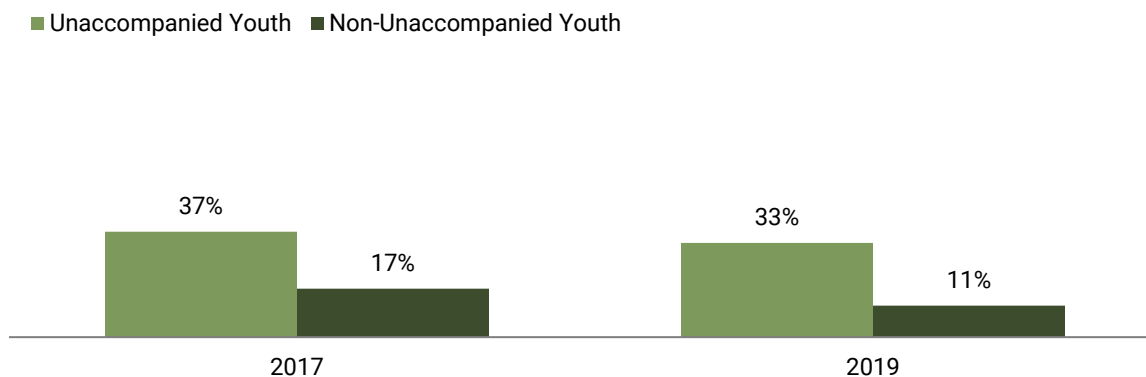
³⁰ U. S. Department of Housing and Urban Development. (2018). The 2018 Annual Assessment Report (AHAR) to Congress. Retrieved 2019 from <https://www.hudexchange.info/resources/documents/2018-AHAR-Part-1.pdf>

³¹ National Coalition for the Homeless. (2011). Homeless Youth Fact Sheet. Retrieved 2011 from <http://www.nationalhomeless.org>.

FOSTER CARE EXPERIENCE

One-third (33%) of unaccompanied children and transition-age youth had experience in the foster care system at some point, compared to 11% of non-youth.

Figure 71. HISTORY OF FOSTER CARE WITH TREND, UNACCOMPANIED YOUTH AND NON-YOUTH COMPARISON

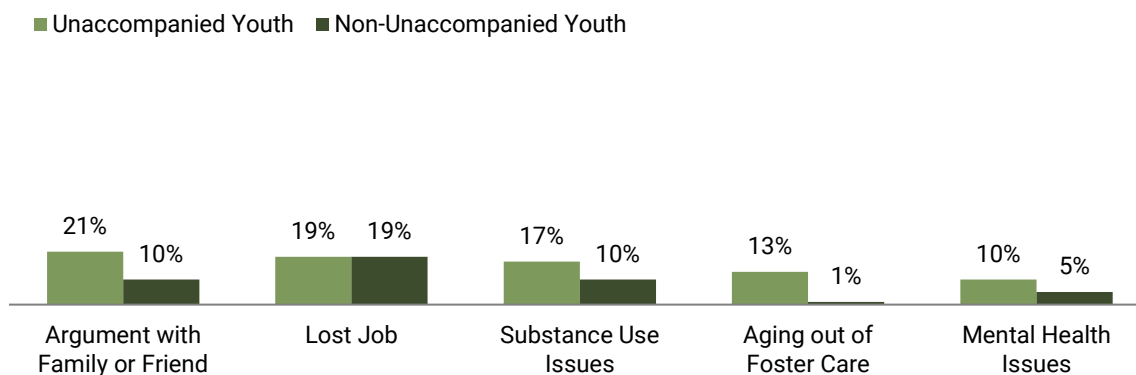


2017 Unaccompanied Youth n=85, Non-Unaccompanied Youth n=345; 2019 Unaccompanied Youth n=48, Non-Unaccompanied Youth n=377

PRIMARY CAUSE OF HOMELESSNESS

Twenty-one percent (21%) of unaccompanied children and transition-age youth reported becoming homeless due to an argument with a family or friend compared to 10% of non-youth, 19% cited job loss, and 17% cited substance use issues.

Figure 72. PRIMARY CAUSE OF HOMELESSNESS (TOP 5 RESPONSES), UNACCOMPANIED YOUTH AND NON-YOUTH COMPARISON

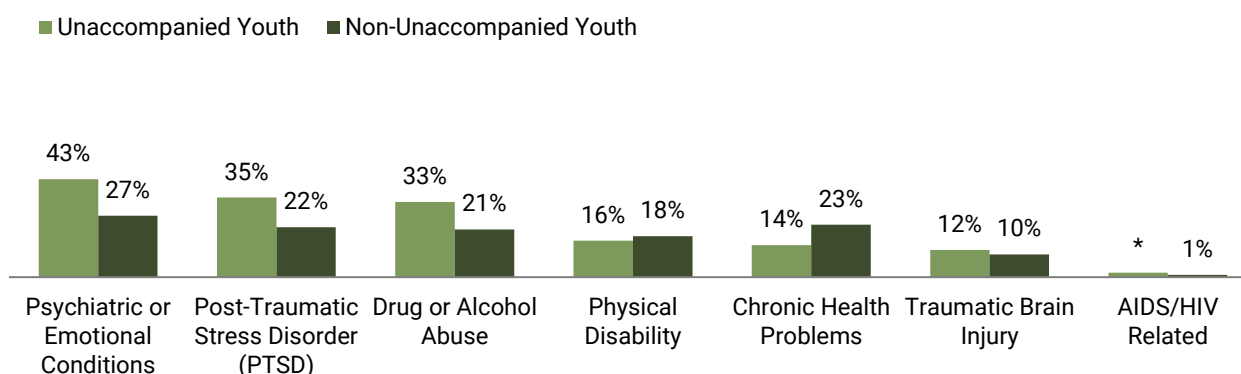


2019 Unaccompanied Youth n=48, Non-Unaccompanied Youth n=371
Note: Multiple response question. Percentages may not add up to 100.

HEALTH CONDITIONS AMONG UNACCOMPANIED HOMELESS CHILDREN AND TRANSITION-AGE YOUTH

While youth tend to have fewer health conditions than the general population, unaccompanied youth experiencing homelessness experienced higher rates of health concerns than non-unaccompanied youth experiencing homelessness. Almost half (43%) of unaccompanied youth reported experiencing psychiatric or emotional conditions, 35% reported post-traumatic stress disorder, and 33% reported drug or alcohol abuse. These high rates call for additional youth-centric behavioral health services in Solano County.

Figure 73. HEALTH CONDITIONS, UNACCOMPANIED YOUTH AND NON-YOUTH COMPARISON



2019 Unaccompanied Youth n=49, Non-Unaccompanied Youth n=383

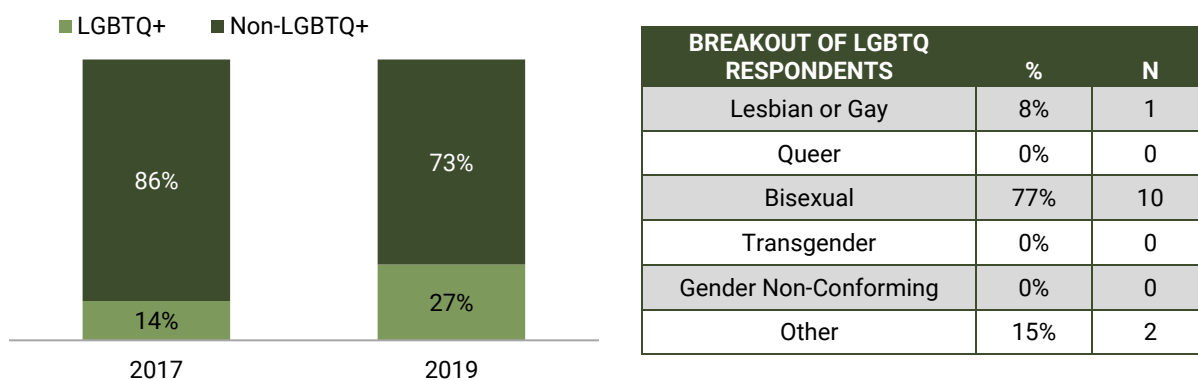
Note: Multiple response question. Percentages may not add up to 100.

* Suppressed due to small sample size.

SEXUAL ORIENTATION AND GENDER IDENTITY

In a significant increase from 14% in 2017, 27% of unaccompanied children and transition-age youth identified as LGBTQ. Among those identifying as LGBTQ, 77% identified as bisexual.

Figure 74. SEXUAL ORIENTATION AND GENDER IDENTITY AMONG UNACCOMPANIED YOUTH, WITH TREND



2019 Unaccompanied Youth n=19

Note: Multiple response question. Percentages may not add up to 100. Please use caution when interpreting results due to small sample size.

OLDER ADULTS AGE 62+

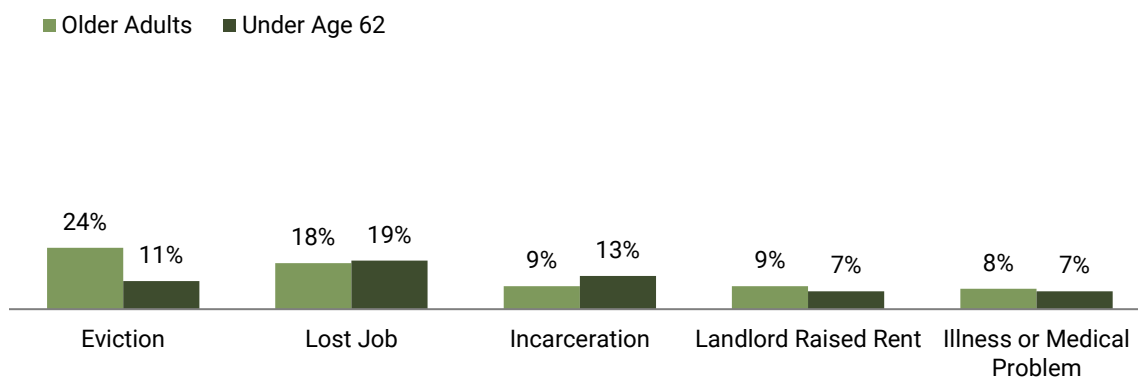
The population of older adults experiencing homelessness has risen in accordance with the overall growth of the general population in the U.S. Because older adults experiencing homelessness have unmet mental health, substance use, and physical health needs, their mortality rates are higher than that of the general population.³² Older adults experiencing homelessness face different challenges than younger populations and may benefit from targeted services.

While homeless older adults have not been identified as a specific subpopulation of interest by the federal government, Solano County recognizes the growing trend and initiated an effort to gather additional information on this vulnerable population. The following section details the characteristics of adults ages 62 and older experiencing homelessness in Solano County.

PRIMARY CAUSE OF HOMELESSNESS

Nearly one-quarter (24%) of older adults reported becoming homeless due to eviction compared with 11% of those under age 62, and 18% became homeless due to a lost job.

Figure 75. PRIMARY CAUSE OF HOMELESSNESS (TOP 5 RESPONSES), OLDER ADULTS AND UNDER AGE 62 COMPARISON



2019 Older Adults n=66, Under Age 62 n=353

Note: Multiple response question. Percentages may not add up to 100.

³² Romaszko, J., Cymes, I., Dragańska, E., Kuchta, R., & Glińska-Lewczuk, K. (2017). Mortality among the homeless: Causes and meteorological relationships. PloS one, 12(12), e0189938. doi:10.1371/journal.pone.0189938

DURATION AND RECURRENCE OF HOMELESSNESS

Unstable living conditions, poverty, housing scarcity, and many other issues often lead to individuals having multiple episodes of homelessness. For many, the experience of homelessness is part of a long and recurring history of housing instability. Many individuals who experience homelessness will do so numerous times and for varying lengths of time. In 2019, 23% of older adults identified their current episode of homelessness as their first, compared to 28% of those under age 62.

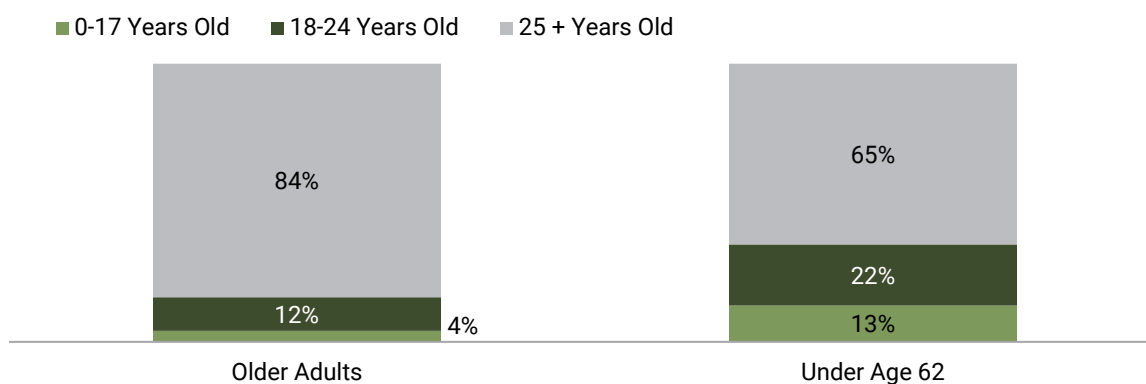
Figure 76. FIRST TIME HOMELESS (RESPONDENTS ANSWERING “YES”), OLDER ADULTS AND UNDER AGE 62 COMPARISON



2019 Older Adults n=69, Under Age 62 n=350

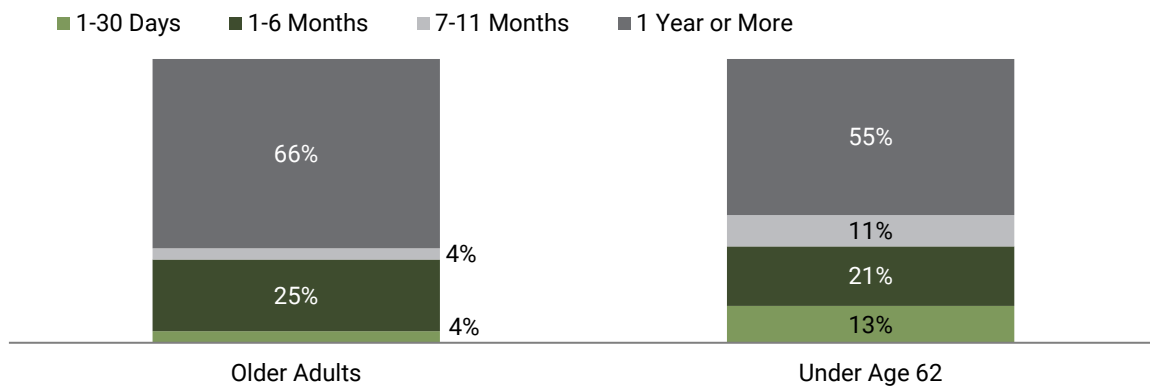
While 85% of older adults experiencing homelessness became homeless for the first time after age 25, 16% reported becoming homeless for the first time under age 25. Thus, 16% of the population of older adults has been homeless intermittently for at least 37 years, which can inform appropriate service provision. The length of episodes of homelessness can also inform how and which services are provided: in 2019, 66% of older adult respondents reported they had been homeless for one year or more, with 29% reporting being homeless for less than 6 months. Those under age 62 were more likely to become homeless before age 25 and were more likely to experience homelessness for less time.

Figure 77. AGE AT FIRST EXPERIENCE OF HOMELESSNESS, OLDER ADULTS AND UNDER AGE 62 COMPARISON



2019 Older Adults n=67, Under Age 62 n=347

Figure 78. LENGTH OF CURRENT HOMELESS EPISODE, OLDER ADULTS AND UNDER AGE 62 COMPARISON



2019 Older Adults n=68, Under Age 62 n=355

Note: Percentages may not add up to 100 due to rounding.



Conclusion

The 2019 Solano County Homeless Count and Survey was performed using HUD-recommended practices for counting and surveying the homeless population. The 2019 Point-in-Time Count identified 1,151 persons experiencing homelessness in Solano County. This represents a decrease of 7% from the count conducted in 2017.

There are numerous interpretations for the cause of the reported decrease, including fewer volunteers at some dispatch centers, shelter closures resulting in more difficulty enumerating unsheltered persons, and a small youth count.

The 2019 Solano County Homeless Count and Survey revealed a diverse population with many different trends and needs. There are many valuable insights into the Solano County homeless population from the data collected in this report, including:

- The number of individuals in shelters decreased 31% from 2017.
- Unsheltered homelessness increased 2% from 2017.
- 23% of the population experiencing homelessness was under the age of 25.
- 37% of those enumerated were in vehicles, an increase from 30% in 2017.
- Black or African Americans were overrepresented in the homeless population, comprising 37% of the population experiencing homelessness and only 14% of the general Solano County population.
- Chronic homelessness decreased 59% to 179 individuals from 434 individuals in 2017.
- The number of survey respondents experiencing homelessness for the first time continued to decrease.
- 16% of older adults has been intermittently homeless for at least 37 years.
- Almost half (43%) of youth reported experiencing psychiatric or emotional conditions, 35% reported post-traumatic stress disorder, and 33% reported drug or alcohol abuse. These high rates call for additional youth-centric behavioral health services in Solano County.

In summary, there are still many challenges to overcome in achieving the goal of eliminating homelessness in Solano County and in helping homeless individuals and families access necessary services and support.

The 2019 Solano County Homeless Count and Survey provides valid and useful data that help create a more comprehensive profile of those experiencing homelessness. The dissemination and evaluation of this effort will help the Continuum of Care and all Solano County stakeholders continue to produce and refine constructive and innovative solutions to end homelessness and make it a rare, brief, and one-time

occurrence. Through innovative and effective housing programs and services, Solano County remains committed to moving homeless persons into permanent housing.

Data presented in the 2019 Solano County Homeless Count and Survey report fulfills federal reporting requirements for the Continuum of Care, and will continue to inform additional outreach, service planning, and policy decision-making by local planning bodies over the next two years as CAP Solano JPA continues to address homelessness.



Appendix A: Methodology

OVERVIEW

The purpose of the 2019 Solano County Homeless Point-in-Time Count and Survey was to produce a point-in-time estimate of people experiencing homelessness in Solano County, a region which covers approximately 906 square miles. The results of the street counts were combined with the results from the shelter count to produce the total estimated number of persons experiencing homelessness in Solano County on a given night, using the HUD definition of homelessness for the Point-in-Time Count. The subsequent, in-depth qualitative survey was used to gain a more comprehensive understanding of the experiences and demographics of those counted. A more detailed description of the methodology follows.

COMPONENTS OF THE HOMELESS CENSUS METHOD

The Point-in-Time Count methodology used in 2019 had four primary components:

- 1) General street count: an enumeration of unsheltered homeless individuals between the hours of 5:00AM to 9:00AM;
- 2) Youth street count: a targeted enumeration of unsheltered homeless youth under the age of 25 between the hours of 3:00 PM and 7:00 PM;
- 3) Shelter count: an enumeration of sheltered homeless individuals on the night before the street count;
- 4) Survey: an in-person survey of unsheltered and sheltered individuals conducted by peer surveyors in the weeks following the general street count; and

The general street count was designed to take place before most shelters released persons who slept at the shelter the previous night. In areas with shelters, the immediate area surrounding the shelter was prioritized to eliminate potential double counting of individuals.

THE PLANNING PROCESS

To ensure the success and integrity of the count, many county and community agencies collaborated on community outreach, volunteer recruitment, logistical plans, methodological decisions, and interagency coordination efforts. Applied Survey Research (ASR) provided technical assistance for these aspects of the planning process. ASR has over 19 years of experience conducting homeless counts and surveys throughout California and across the nation. Their work is featured as a best practice in the HUD publication, *A Guide to Counting Unsheltered Homeless People*, as well as in the Chapin Hall at the University of Chicago publication, *Conducting a Youth Count: A Toolkit*.

COMMUNITY INVOLVEMENT

Local homeless and housing service providers and advocates were valued partners in the planning and implementation of this count. Thanks to local efforts, the count included enumerators with a diverse range of knowledge, including expertise regarding areas frequented by homeless individuals, individuals living in vehicles, and persons residing in encampments. Community partners were also key in recruiting individuals with lived experience of homelessness to participate in the street count and survey efforts.

STREET COUNT METHODOLOGY

DEFINITION

For the purposes of this study, the HUD definition of unsheltered homeless persons was used:

- An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train stations, airport, or camping ground.

VOLUNTEER AND GUIDE RECRUITMENT AND TRAINING

Many individuals who live and/or work in Solano County supported the Solano JPA's effort to enumerate the local homeless population. In 2019, 109 community volunteers and 22 homeless guides participated in the general street count on January 23, 2019.

Extensive outreach efforts were conducted, including outreach to local non-profits and volunteer agencies that serve individuals experiencing homelessness. Local shelters and service providers recruited and recommended the most knowledgeable and reliable homeless individuals to participate in the count. Homeless guides were paid \$15 for attending an hour-long training as well as \$15 per hour worked on the day of the count.

Volunteers and guides served as enumerators on the morning of the count, canvassing the county in teams to visually count homeless persons. Homebase and ASR staff supported each of the three dispatch centers (Vacaville, Fairfield, and Vallejo), greeting volunteers and guides, distributing instructions, maps, and supplies to enumeration teams, and collecting data sheets from returning teams.

In order to participate in the count, all volunteers and guides were requested to attend an hour-long training before the count. Trainings were held in multiple locations throughout the county. Training covered all aspects of the count, including the definition of homelessness, how to identify homeless individuals, potential locations where homeless individuals may be located, how to safely and respectfully conduct the count, how to use the tally count sheets and maps to ensure the entirety of the assigned area was covered, as well as other tips to help ensure an accurate count.

SAFETY PRECAUTIONS

Every effort was made to minimize potentially hazardous situations. Law enforcement agencies were notified of pending street count activity in their jurisdictions. In census tracts with a high concentration of homeless encampments, specialized teams with knowledge of those encampments were identified and assigned to those areas. Enumeration teams were advised to take every safety precaution possible, including bringing flashlights and maintaining a respectful distance from those they were counting.

STREET COUNT DEPLOYMENT CENTERS

To achieve complete coverage of the county within the morning timeframe, the planning team identified five areas for the placement of dispatch centers on the morning of the count: Vacaville, Fairfield, and Vallejo. Volunteers selected their dispatch center at the time of registration based on their familiarity with the area or their convenience. The planning team determined the enumeration routes and assigned them

to the dispatch center closest or most central to the coverage area to facilitate the timely deployment of enumeration teams into the field.

LOGISTICS OF ENUMERATION

On the morning of the street count, teams of two or more persons were created to enumerate designated areas of the county for the street count. Each team was generally composed of at least one trained volunteer and one trained homeless guide, and provided with their assigned census tract maps, tally sheets, training guidelines, and other supplies.

All accessible streets, roads, parks, and highways in the enumerated tracts were traversed by foot or car. Homeless enumerators were instructed to include themselves on their tally sheets for the street count if they were not going to be counted by the shelter count. Dispatch center volunteers provided each team with tally sheets to record the number of homeless persons observed in addition to basic demographic and location information. Dispatch center volunteers also verified that at least one person on each team had a cell phone available for their use during the count and recorded the number on the volunteer deployment log sheet. Teams were asked to cover the entirety of their assigned areas.

POINT-IN-TIME MINIMUM COUNT

There are many challenges in any homeless enumeration, especially when implemented in a community as large and diverse as Solano County. Point-in-Time Censuses are “snapshots” that quantify the size of the homeless population at a given point during the year. Hence, the census may not be representative of fluctuations and compositional changes in the homeless population seasonally or over time. Other local community results suggest that the number of unique persons experiencing homelessness over a year is two to three times the population enumerated during the Point-in-Time Count.

For a variety of reasons, homeless persons generally do not want to be seen, and make concerted efforts to avoid detection. Regardless of how successful outreach efforts are, an undercount of the homeless population will result, especially of hard-to-reach subpopulations such as families and youth.

In a non-intrusive visual homeless enumeration, the methods employed, while academically sound, have inherent biases and shortcomings. Even with the assistance of dedicated homeless service providers the methodology cannot guarantee 100% accuracy. Many factors may contribute to missed opportunities, for example:

- It is difficult to identify homeless persons who may be sleeping in vans, cars, recreational vehicles, abandoned buildings, or structures unfit for human habitation.
- Homeless families with children often seek opportunities to stay on private property, rather than sleep on the streets, in vehicles, or makeshift shelters.

Even though the Point-in-Time Census is most likely to be an undercount of the true homeless population, the methodology employed, coupled with the homeless survey, is the most comprehensive approach available and recommended.

METHODOLOGICAL IMPROVEMENTS

The 2019 street count methodology followed an established, HUD approved methodology used in the 2015 and 2017 counts, with the addition of dedicated youth outreach beginning in 2017.

YOUTH STREET COUNT METHODOLOGY

GOAL

The goal of the 2019 dedicated youth count was to improve representation of unaccompanied homeless children and youth under the age of 25 in the Point-in-Time Count. Many homeless children and youth do not use homeless services, are unrecognizable to adult street count volunteers, and may be in

unsheltered locations that are difficult to find. Therefore, traditional street count efforts are not as effective in reaching youth.

RESEARCH DESIGN

As in 2017, planning for the 2019 supplemental youth count included homeless youth service providers and youth with lived experience of homelessness. Local service providers identified locations where homeless youth were known to congregate and recruited youth currently experiencing homelessness with knowledge of where to locate homeless youth to serve as guides for the count. Late afternoon and early evening enumeration was the ideal time recommended by advocates to conduct the youth count.

A focus group was held with currently and previously homeless youth to identify areas to canvass for the supplemental youth count. Seneca Family of Services took the lead on recruiting two youth to work as peer enumerators in addition to one youth service provider from Solano County who accompanied and transported the youth around the county. The team counted homeless youth in the identified areas of Solano County on January 23, 2019.

Youth workers were paid \$15 per hour for their time, including time spent in training prior to the count. Youth and youth service provider staff members were trained on where and how to identify homeless youth as well as how to record the data.

DATA COLLECTION

It was determined that homeless youth would be more prominent on the street during daylight hours rather than in the early morning when the general count was conducted. The youth count was conducted from approximately 3:00 PM to 7:00 PM on January 27, 2019. Youth worked in teams of two coordinated by youth street outreach workers.

Both HUD and the United States Interagency Council on Homelessness recognize that youth do not commonly come along with homeless adults and are not easily identified by non-youth. For this reason, these agencies accept and recommend that communities count youth at times when they can be seen rather than during traditional enumeration times.

STREET COUNT DE-DUPLICATION

Data from the supplemental youth count and general street count were compared and de-duplicated by assessing location, gender, and age. In total, six persons under the age of 25 were identified as duplicates and removed from the data set.

SHELTER COUNT METHODOLOGY

GOAL

The goal of the shelter and institution count is to gain an accurate count of persons temporarily housed in shelters and other institutions across Solano County. These data are vital to gaining an accurate, overall count of the homeless population and understanding where homeless persons receive shelter.

DEFINITION

For the purposes of this study, the HUD definition of sheltered homelessness for Point-in-Time Counts was used. This definition includes individuals and families living in a supervised publicly or privately operated shelter designated to provide temporary living arrangement.

RESEARCH DESIGN

The homeless occupancy of shelters in Solano County was collected for the night of January 22, 2019. All shelter data were gathered either directly from the shelter or from Solano County's Homeless Management Information System.

SURVEY METHODOLOGY

PLANNING AND IMPLEMENTATION

A survey of 432 unique individuals experiencing homelessness was conducted between January 23 and February 13, 2019 to yield qualitative data about people experiencing homelessness in Solano County. These data are used for the McKinney-Vento Continuum of Care Homeless Assistance funding application and are important for future program development and planning.

The survey elicited information such as gender, family status, military service, duration and recurrence of homelessness, nighttime accommodations, causes of homelessness, and access to services through open-ended, closed-ended, and multiple response questions. The survey data bring greater perspective to current issues of homelessness and to the provision and delivery of services.

Surveys were conducted by peer survey workers with lived homeless experience. Training sessions were facilitated by Applied Survey Research, Solano staff, and community partners. Potential interviewers were led through a comprehensive orientation that included project background information as well as detailed instruction on respondent eligibility, interviewing protocol, and confidentiality. Peer survey workers were compensated at a rate of \$7 per completed survey.

It was determined that survey data would be more easily obtained if an incentive gift was offered to respondents in appreciation for their time and participation. Socks were provided as an incentive for participating in the 2019 homeless survey. The socks were easy to distribute, had wide appeal, and could be provided within the project budget. The incentives proved to be widely accepted among survey respondents.

SURVEY SAMPLING

Based on a Point-in-Time Count estimate of 1,151 homeless persons, with a randomized survey sampling process, the 432 valid surveys represented a confidence interval of +/- 4% with a 95% confidence level when generalizing the results of the survey to the estimated population of individuals experiencing homelessness in Solano County.

The 2019 survey was administered in shelters, transitional housing facilities, and on the street. In order to ensure the representation of transitional housing residents, who can be underrepresented in a street-based survey, survey quotas were created to reach individuals and heads of family households living in these programs.

Strategic attempts were also made to reach individuals in various geographic locations and of various subset groups such as homeless youth, minority ethnic groups, military veterans, domestic violence survivors, and families. One way to increase the participation of these groups was to recruit peer survey workers. Since 2009, the ASR survey methodology has prioritized a peer-to-peer approach to data collection by increasing the number of currently homeless surveyors.

In order to increase randomization of sample respondents, survey workers were trained to employ an “every third encounter” survey approach. Survey workers were instructed to approach every third person they considered to be an eligible survey respondent. If the person declined to take the survey, the survey worker could approach the next eligible person they encountered. After completing a survey, the randomized approach was resumed.

DATA COLLECTION

Care was taken by interviewers to ensure that respondents felt comfortable regardless of the street or shelter location where the survey occurred. During the interviews, respondents were encouraged to be candid in their responses and were informed that these responses would be framed as general findings, would be kept confidential, and would not be traceable to any single individual.

DATA ANALYSIS

The survey requested respondents' initials and date of birth so that duplication could be avoided without compromising the respondents' anonymity. Upon completion of the survey effort, an extensive verification process was conducted to eliminate duplicates. This process examined respondents' date of birth, initials, gender, ethnicity, length of homelessness, and consistencies in patterns of responses with other survey questions.

SURVEY CHALLENGES AND LIMITATIONS

The 2019 Solano County Homeless Survey did not include an equal representation of all homeless experiences. For example, a smaller number of surveys were conducted among those experiencing chronic homelessness than in previous years.

There may be some variance in the data that individuals experiencing homelessness self-reported. However, using a peer interviewing methodology is believed to allow the respondents to be more candid with their answers and may help reduce the uneasiness of revealing personal information. Further, service providers and county staff members recommended individuals who would be the best suited to conducting interviews and these individuals received comprehensive training about how to conduct interviews. Service providers and county staff also reviewed the surveys to ensure quality responses. Surveys that were considered incomplete or containing false responses were not accepted.



Appendix B: Definitions and Abbreviations

Chronic homelessness – Defined by HUD as an unaccompanied individual or head of a family household with a disabling condition who has either continuously experienced homelessness for a year or more, or has experienced at least four episodes of homelessness totaling 12 months, in the past three years.

Disabling condition – Defined by HUD as a physical, mental, or emotional impairment, including an impairment caused by alcohol or drug abuse, post-traumatic stress disorder, or brain injury that is expected to be long-term and impacts the individual’s ability to live independently; a developmental disability; or HIV/AIDS.

Emergency shelter – The provision of a safe alternative to the streets, either in a shelter facility or through the use of stabilization rooms. Emergency shelter is short-term, usually for 180 days or fewer. Domestic violence shelters are typically considered a type of emergency shelter, as they provide safe, immediate housing for survivors and their children.

Family – A household with at least one adult and one child under the age of 18.

Homeless – Under the Category 1 definition of homelessness in the HEARTH Act, includes individuals and families living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements, or with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.

HUD – Abbreviation for the U.S. Department of Housing and Urban Development.

Precariously housed – A person who is staying with the household because they have no other regular or adequate place to stay due to a lack of money or other means of support.

Sheltered homeless individuals – Individuals who are living in emergency shelters or transitional housing programs.

Single individual – An unaccompanied adult over the age of 18.

Transition-age youth – Young people between the ages of 18 and 24 years old who are not accompanied by a parent or guardian and are not a parent presenting with or sleeping in the same place as their own child(ren).

Transitional housing – Housing in which homeless individuals may live up to 24 months and receive supportive services that enable them to live more independently. Supportive services – which help promote residential stability, increased skill level or income, and greater self-determination – may be provided by the organization managing the housing, or coordinated by that organization and provided by other public or private agencies. Transitional housing can be provided in one structure or several structures at one site, or in multiple structures at scattered sites.

Unaccompanied children – Children under the age of 18 who are not accompanied by a parent or guardian and are not a parent presenting with or sleeping in the same place as their own child(ren).

Unsheltered homeless individuals – Individuals who are living on the streets, in abandoned buildings, storage structures, vehicles, encampments, or any other place unfit for human habitation.



Appendix C: Table of Figures

Figure 1.	Total Homeless Census, with Trend	11
Figure 2.	Total Homeless Census, by Shelter Status	11
Figure 3.	Residence on the Night of the Count	12
Figure 4.	Residence on the Night of the Count, with Trend	12
Figure 5.	Total Homeless Census, by Age	13
Figure 6.	Total Homeless Census, by Gender	13
Figure 7.	Total Homeless Census, by Race	14
Figure 8.	Total Homeless Census, by Ethnicity	14
Figure 9.	Chronically Homeless Census, with Trend	15
Figure 10.	Chronically Homeless Census with Trend, by Shelter Status	16
Figure 11.	Chronically Homeless Census, by Gender	16
Figure 12.	Chronically Homeless Census, by Race	17
Figure 13.	Chronically Homeless Census, by Ethnicity	17
Figure 14.	Veteran Census, with Trend	18
Figure 15.	Veteran Census, by Shelter Status	19
Figure 16.	Veteran Census, by Gender	19
Figure 17.	Veteran Census, by Race	20
Figure 18.	Veteran Census, by Ethnicity	20
Figure 19.	Families with Children Census	21
Figure 20.	Families with Children Census, with Trend	21
Figure 21.	Individuals in Families with Children Census, by Shelter Status	22
Figure 22.	Individuals in Families with Children Census, by Gender	22
Figure 23.	Individuals in Families with Children Census, by Race	23
Figure 24.	Individuals in Families with Children Census, by Ethnicity	23
Figure 25.	Unaccompanied Youth Census, with Trend	24
Figure 26.	Unaccompanied Youth Census, by Shelter Status	25
Figure 27.	Unaccompanied Youth Census, by Gender	25
Figure 28.	Unaccompanied Youth Census, by Race	26
Figure 29.	Unaccompanied Youth Census, by Ethnicity	26
Figure 30.	First Time Homeless (Respondents Answering "Yes")	28
Figure 31.	Age at First Experience of Homelessness	28
Figure 32.	Length of Current Homeless Episode	29
Figure 33.	Residence at Onset of Most Recent Homeless Episode	29
Figure 34.	Length of Time in Solano County	30
Figure 35.	Cities Slept in During the Past Year	30
Figure 36.	Living Arrangements Immediately Prior to Current Homeless Episode (Top 5 Responses)	31
Figure 37.	Number of Homeless Episodes in Last 3 Years	31
Figure 38.	Primary Cause of Homelessness (Top 5 Responses)	32
Figure 39.	Assistance Needed to Prevent Homelessness	32

Figure 40. Receiving Any Form of Government Assistance.....	33
Figure 41. Reasons for Not Receiving Government Assistance.....	33
Figure 42. Accessing Non-Governmental Services/Assistance.....	34
Figure 43. Resource Connect Solano Coordinated Entry.....	34
Figure 44. Employment.....	35
Figure 45. Monthly Income, Employed.....	35
Figure 46. Monthly Income, Unemployed.....	36
Figure 47. Highest Level of Education Achieved.....	36
Figure 48. Health Conditions.....	37
Figure 49. Serious Mental Illness.....	38
Figure 50. History of Domestic Violence or Abuse.....	38
Figure 51. History of Foster Care.....	39
Figure 52. Incarceration in the Past 12 Months.....	40
Figure 53. Sexual Orientation and Gender Identity.....	41
Figure 54. Survey Respondents by Age.....	42
Figure 55. Primary Cause of Homelessness (Top 5 Responses), Chronic and Non-Chronic Comparison.....	45
Figure 56. Health Conditions, Chronic and Non-Chronic Comparison.....	45
Figure 57. History of Domestic Violence or Abuse, Chronic and Non-Chronic Comparison.....	46
Figure 58. Services and Assistance, Chronic and Non-Chronic Comparison.....	46
Figure 59. Government Assistance, Chronic and Non-Chronic Comparison.....	47
Figure 60. Night Spent in Jail in the Last 12 months with Trend, Chronic and Non-Chronic Comparison.....	47
Figure 61. Primary Cause of Homelessness (Top 6 Responses), Veteran and Non-Veteran Comparison.....	48
Figure 62. At Least 1 Disabling Condition with Trend, Veteran and Non-Veteran Comparison.....	49
Figure 63. Health Conditions, Veteran and Non-Veteran Comparison.....	49
Figure 64. Access to Government Services with Trend, Veteran and Non-Veteran Comparison.....	50
Figure 65. Incarcerated in the Past 12 Months with Trend, Veteran and Non-Veteran Comparison.....	50
Figure 66. Primary Cause of Homelessness (Top 4 Responses), Families and Non-Families Comparison.....	51
Figure 67. Health Conditions, Families and Non-Families Comparison.....	52
Figure 68. History of Domestic Violence or Abuse, Families with Children and Non-Families Comparison.....	52
Figure 69. Services and Assistance, Families with Children and Non-Families Comparison.....	53
Figure 70. Government Assistance, Families with Children and Non-Families Comparison.....	53
Figure 71. History of Foster Care with Trend, Unaccompanied Youth and Non-Youth Comparison.....	55
Figure 72. Primary Cause of Homelessness (Top 5 Responses), Unaccompanied Youth and Non-Youth Comparison.....	55
Figure 73. Health Conditions, Unaccompanied Youth and Non-Youth Comparison.....	56
Figure 74. Sexual Orientation and Gender Identity among Unaccompanied Youth, with Trend.....	56
Figure 75. Primary Cause of Homelessness (Top 5 Responses), Older Adults and Under Age 62 Comparison.....	57
Figure 76. First Time Homeless (Respondents Answering “Yes”), Older Adults and Under Age 62 Comparison.....	58
Figure 77. Age at First Experience of Homelessness, Older Adults and Under Age 62 Comparison.....	58
Figure 78. Length of Current Homeless Episode, Older Adults and Under Age 62 Comparison.....	59



Solano County

HOMELESS CENSUS & SURVEY

COMPREHENSIVE REPORT

2019



Solano County

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

Agenda Submittal

Agenda #:	20	Status:	Closed Session
Type:	Closed Session	Department:	County Counsel
File #:	20-39	Contact:	Bernadette S. Curry, 784-6151
Agenda date:	01/07/2020	Final Action:	
Title:	Conference with Legal Counsel - Potential Litigation: One case		
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.
- 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): One case
 - 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)
- 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.)