

# **Solano County**

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



## **Agenda - Final**

**Tuesday, February 25, 2020**

**9:00 AM**

**Board of Supervisors Chambers**

### **Board of Supervisors**

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

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

*James P. 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 - 9:00 A.M.**

### **ROLL CALL**

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

### **PRESENTATIONS**

#### Health and Social Services:

- 1      **20-136**      Adopt and present a resolution and plaque of appreciation honoring Carmen Curry, Social Worker II in the Department of Health and Social Services, Public Health Division, Older & Disabled Adult Services Bureau, upon her retirement with over 27 years of dedicated public service to Solano County (Supervisor Thomson)

Attachments:    [A - Resolution](#)

Board of Supervisors:

- 2      **20-144**      Adopt and present a resolution celebrating the 100th anniversary year of the passage and ratification of the 19th Amendment, also known as women's suffrage, granting American women the right to vote to the United States Constitution (Chairwoman Hannigan)
- Attachments:    [A - Resolution](#)

Health and Social Services:

- 3      **20-137**      Adopt and present a resolution recognizing March 2020 as National Nutrition Month in Solano County (Supervisor Vasquez)
- 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:

- 4      **20-130**      Approve the minutes of the Solano County Board of Supervisors meetings of January 28, February 4 and February 11, 2020

Attachments:    [A - Minutes - January 28, 2020](#)

[B - Minutes - February 4, 2020](#)

[C - Minutes - February 11, 2020](#)

- 5      **20-131**      Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors

Attachments:    [A - Appointment List](#)

#### Board of Supervisors:

- 6      **20-147**      Authorize the County's contribution of \$250 from the General Fund contribution allocated to District 5 to benefit the Joy Graham Bowling Program, a program that provides special needs students with life building skills and activities

#### County Counsel:

- 7      **20-127**      Approve conflict of interest code amendments for the Vallejo Flood and Wastewater District

Attachments:    [A - Summary of Revisions and Supporting Documents](#)

#### Auditor-Controller:

- 8      **20-143**      Accept the Quarterly Review of the Statement of Assets of the Solano County Treasury as of December 31, 2019

Attachments:    [A - Treasury Audit Report FY2019-20 Q2](#)



General Services:

- 9      **20-140**      Approve the Notice of Completion for the Solano County Nut Tree Airport Hangar A Offices and Airport Administration Building Renovation Project located at 301 County Airport Road in Vacaville constructed by Z Squared Construction, Inc in El Dorado Hills; and Authorize the Clerk of the Board to record the executed Notice of Completion

Attachments:    [A - Notice of Completion](#)  
                         [B - Summary of Project Budget](#)  
                         [C - Project Location and Photographs](#)

Human Resources:

- 10      **20-157**      Adopt a resolution approving a successor collective bargaining agreement between Solano County and Unit 3 - Law Enforcement Employee represented by Solano County Deputy Sheriff's Association

Attachments:    [A - Resolution](#)  
                         [B - Unit 3 MOU](#)

- 11      **20-158**      Adopt a resolution approving a successor collective bargaining agreement between Solano County and Unit 4 - Law Enforcement Supervisors represented by Solano County Deputy Sheriff's Association.

Attachments:    [A - Resolution](#)  
                         [B - Unit 4 MOU](#)

**HEALTH AND SOCIAL SERVICES**Health and Social Services:

- 12      **20-142**      Approve a Mental Health Student Services Act grant application of \$4,000,000 to enhance mental health services in school settings, in collaboration with Solano County Office of Education (SCOE) and participating school districts, for a period of four years

- 13      **20-139**      Approve the work plan and revised bylaws for the Alcohol and Drug Advisory Board

Attachments:    [A - Work Plan](#)  
                         [B - Bylaws](#)  
                         [C - Bylaws \(Redlined\)](#)

**CRIMINAL JUSTICE**Probation/Sheriff's Office:

- 14      **20-132**      Approve a 3 year contract with Leaders in Community Alternatives (LCA) to provide In-Custody and Community Based Employment/Vocational training services to adult participants at the Fairfield and Vallejo Centers for Positive Change (CPC), as well as the Claybank Detention Facility, for an amount not to exceed \$2,255,622 for the period of March 1, 2020 through February 28, 2023; Delegate authority to the County Administrator, pending County Counsel concurrence, to execute the contract and any modifications to contract limits 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](#)

**MISCELLANEOUS ITEMS**Board of Supervisors:

- 15      **20-123**      Approve the appointment of Ernest Van Sant to the Dixon Fire Protection District Board of Directors, representing District 5, to a 4 year term to expire March 1, 2024
- 16      **20-126**      Approve the appointment of Trong Le to the Solano Partnership Against Violence (SPAV) Advisory Board for a term to expire on December 31, 2020

Health and Social Services:

- 17      **20-138**      Approve the appointments of Lesli Caldwell Houston and Danny Cotton to the Mental Health Advisory Board for terms to expire on February 24, 2023

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

- A)
- B)
- C)

**GENERAL GOVERNMENT**County Administrator:

- 18      **20-135**      Receive an update from County staff and the County's State Legislative Advocate on the status of legislation that is of interest to the County and items discussed at the Board's Legislative Committee on February 3, 2020

Attachments:    [A - SB 793 Bill Text](#)  
                         [B - Federal Legislative Update](#)  
                         [C - State Legislative Update](#)

- 19      **20-125**      Receive an update on the 2019 Solano County Farmbudsman Program activities

Attachments:    [A - Farmbudsman Background](#)  
                         [B - Presentation](#)

County Administrator/First 5 Solano:

- 20      **20-120**      Receive a presentation on the implementation of the Board of Supervisor's Community Investment Fund, including presentations from two of the six funded legacy programs: Solano Children's Alliance and the Senior Coalition

Attachments:    [A - Presentation](#)

**HEALTH AND SOCIAL SERVICES**Health and Social Services:

- 21      **20-141**      Receive an update on the Napa/Solano Area Agency on Aging; Consider adopting a resolution approving the second revenue contract amendment with the California Department of Aging for \$492,316 for a total revenue contract amount of \$3,325,945 to provide aging services for the period of March 3, 2020 through June 30, 2020; Consider authorizing the County Administrator to execute the second contract amendment; and Consider approval of an Appropriation Transfer Request (ATR) for the unanticipated revenues (4/5 vote required)

Attachments:    [A - Resolution](#)  
                         [B - Amendment 2](#)  
                         [C - Link to Original Contract and Amendment 1](#)

**CRIMINAL JUSTICE**Probation:

- 22**      **20-129**      Receive a presentation from the Solano County Probation Department to include a review of adult recidivism data from Beyond the Arc, Inc, and available programs and services for youth; Approve a 6 month contract for an amount not to exceed \$45,000 with Literary Engineers to develop and produce a book for youth; Authorize the County Administrator to execute the contract; and Authorize the Chief of Probation to execute any amendments to the contract which are technical or administrative in nature

Attachments:    [A - Contract](#)

**CLOSED SESSION**

- 23**      **20-160**      Conference with Real Property Negotiators: Property: Mason Street Park and Ride, Vacaville, California; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, and Megan Greve, General Services Director; Negotiating parties: Mark Weaver, Deputy Director of Right of Way, Caltrans; Under negotiation: Price and terms

Attachments:    [A - Memorandum](#)

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

**2:00 P.M.**

**LAND USE/TRANSPORTATION**Resource Management:

- 24**      **20-145**      Receive an update and provide direction to staff on next steps for the plan and strategy for formation of a Dependent Regional Park and Open Space District to be placed on the November 2020 ballot; and Provide direction to staff to proceed with public outreach, a community survey and to bring back a status update and final recommendations to the Board in late May or early June

Attachments:    [A - BOS Minutes November 19, 2019 Item 32](#)

Resource Management/Agricultural Commissioner:

- 25**      **20-146**      Receive a staff presentation on regulatory options for addressing industrial hemp in Solano County; Provide feedback to staff on options to be considered; and Provide direction to staff on public outreach including consideration of formation of a task force, targeted outreach meetings, or other outreach options

**Attachments:**    [A - State and National Regulation of Industrial Hemp](#)  
                              [B - Hemp Decision Matrix](#)  
                              [C - Hemp Legal Status in Other Counties](#)  
                              [D - Map of locations on A-80 & A-160 Zoning Districts](#)  
                              [E - 1, 3 & 5 Mile Radius Separation Concept From City Limits](#)  
                              [F - 1, 3 & 5 Mile Separation Concept From City Spheres](#)

**BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS****ADJOURN:**

*To the Board of Supervisors meeting of March 3, 2020 at 8:30 A.M., Board Chambers,  
675 Texas Street, Fairfield, CA*



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## Agenda Submittal

<b>Agenda #:</b>	1	<b>Status:</b>	Presentation
<b>Type:</b>	Resolution-Presentation	<b>Department:</b>	Health and Social Services
<b>File #:</b>	20-136	<b>Contact:</b>	Gerald Huber, 784-8400
<b>Agenda date:</b>	02/25/2020	<b>Final Action:</b>	
<b>Title:</b>	Adopt and present a resolution and plaque of appreciation honoring Carmen Curry, Social Worker II in the Department of Health and Social Services, Public Health Division, Older & Disabled Adult Services Bureau, upon her retirement with over 27 years of dedicated public service to Solano County (Supervisor Thomson)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Resolution		

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

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

### **DEPARTMENTAL RECOMMENDATION:**

The Department of Health and Social Services recommends that the Board adopt and present a resolution and plaque of appreciation honoring Carmen Curry, Social Worker II in the Department of Health & Social Services, Public Health Division, Older & Disabled Adult Services Bureau, upon her retirement with over 27 years of dedicated public service to Solano County.

### **SUMMARY/DISCUSSION:**

Ms. Curry began her career with Solano County on July 28, 1992 as an Eligibility Worker I in the Aid to Families with Dependent Children program where she was responsible for the determination of applicant eligibility for families and children with low or no income. Ms. Curry remained in the Aid to Families with Dependent Children program for several years, eventually promoting to Eligibility Worker III, where she worked as a staff development trainer for new employees in the unit. She subsequently became the appeals specialist providing services to Aid to Families with Dependent Children cases scheduled for fair hearings.

In 1997, Ms. Curry promoted to a Social Worker II and worked in the adoptions unit of the Child Protection Services Department. In 2007, Ms. Curry transferred to the Older & Disabled Adult Services Division as Social Worker II, working in the In-Home Supportive Services (IHSS) Program where she was responsible for intakes and reassessments for the IHSS program.

Ms. Curry is a veteran social worker and an advocate for seniors and individuals with disabilities. She has developed close working relationships with countless County staff and residents, all the while building relationships with community partner agencies.

Ms. Curry will officially retire effective March 6, 2020 after providing more than 27 years of service in a

professional, compassionate and responsible manner.

**FINANCIAL impact:**

The costs associated with preparing this Agenda Item are nominal and are absorbed by the department's FY2019/20 Adopted Budget. The costs associated with preparation and purchase of the resolution materials and plaque are included in the Board's FY2019/20 Adopted Budget.

**ALTERNATIVES:**

The Board may choose not to adopt and present a resolution and a plaque of appreciation for Ms. Curry. This is not recommended as it is an opportunity to acknowledge Ms. Curry for her dedication and service to Solano County.

**OTHER AGENCY INVOLVEMENT:**

None.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

# *Resolution No. 2020 -*

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS  
HONORING CARMEN CURRY, SOCIAL WORKER II, UPON HER RETIREMENT  
FROM THE HEALTH AND SOCIAL SERVICES DEPARTMENT, PUBLIC HEALTH DIVISION,  
OLDER & DISABLED ADULT SERVICES BUREAU WITH MORE THAN 27 YEARS  
OF DEDICATED PUBLIC SERVICE TO SOLANO COUNTY**

**WHEREAS**, Ms. Carmen Curry began her career with Solano County on July 28, 1992 working in the Aid to Families with Dependent Children program where, as an Eligibility Worker I, she qualified applicants for financial assistance whose families had children with low or no income; and

**WHEREAS**, on January 31, 1993, Ms. Curry promoted to Eligibility Worker II and continued work in the Aid to Families with Dependent Children program from the Vallejo Office; and

**WHEREAS**, on November 4, 1994, Ms. Curry promoted to Eligibility Worker III, where she worked as a Staff Development Trainer for new employees hired to the Aid to Families with Dependent Children's units. The training consisted of case management, regulation interpretation, client interaction and use of the State database system existing at that time; and

**WHEREAS**, on June 18, 1995, Ms. Curry transferred to the Quality Control Fair Hearing Department where she worked as an appeals specialist on cases scheduled for fair hearings. Ms. Curry prepared court documents and position statements and represented Solano County at each hearing; and

**WHEREAS**, on March 24, 1997, Ms. Curry promoted to a Social Worker II for the Child Protection Services Department where she processed Adoption Assistance Payments in the Adoption Assistance Program; and

**WHEREAS**, on November 4, 2007, Ms. Curry transferred to the Older & Disabled Adult Services Division as a Social Worker II. She conducted intakes and reassessments for the In-Home Supportive Services Program, a program designed to keep eligible recipients safely in their own homes; and

**WHEREAS**, Ms. Curry is a veteran social worker and an advocate for seniors and individuals with disabilities. She developed close working relationships with countless county staff and residents, all the while building relationships with community partner agencies; and

**WHEREAS**, Ms. Curry will officially retire effective March 6, 2020 after providing more than 27 years of service in a professional, compassionate and responsible manner.

**NOW, THEREFORE BE IT RESOLVED**, that the Solano County Board of Supervisors hereby recognizes Ms. Carmen Curry for more than 27 years of outstanding and dedicated service to the residents of Solano County, and wishes her success in future endeavors and a long, happy, and well-deserved retirement.

Dated this 25<sup>th</sup> day of February, 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

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## Agenda Submittal

<b>Agenda #:</b>	2	<b>Status:</b>	Presentation
<b>Type:</b>	Resolution-Presentation	<b>Department:</b>	Board of Supervisors
<b>File #:</b>	20-144	<b>Contact:</b>	Erin Hannigan, 553-5363
<b>Agenda date:</b>	02/25/2020	<b>Final Action:</b>	
<b>Title:</b>	Adopt and present a resolution celebrating the 100th anniversary year of the passage and ratification of the 19th Amendment, also known as women's suffrage, granting American women the right to vote to the United States Constitution (Chairwoman Hannigan)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 1		
<b>Attachments:</b>	A - Resolution		

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

### **DEPARTMENTAL RECOMMENDATION:**

Supervisor Hannigan request that the Board adopt and present a resolution celebrating the 100th anniversary year of the passage and ratification of the 19th Amendment, also known as women's suffrage, granting American women the right to vote to the United States Constitution.

### **SUMMARY/DISCUSSION:**

The 19th Amendment to the United States Constitution granted American women the right to vote, a right known as women's suffrage, was passed by Congress on June 4, 1920, and ratified on August 18, 1920, ending almost a century of protest. This year, 2020, marks the 100-year anniversary of the 19th Amendment, a momentous event in history that should be acknowledged and celebrated nation-wide.

### **FINANCIAL IMPACT:**

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

### **CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

# *Resolution No. 2020 -*

## **RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING THE 100<sup>TH</sup> ANNIVERSARY OF WOMEN'S RIGHT TO VOTE**

**WHEREAS**, during America's early history, women were denied some of the basic rights enjoyed by male citizens, for example, married women could not own property and had no legal claim to any money they might earn, and no female had the right to vote; and

**WHEREAS**, in 1913, Alice Paul founded the Congressional Union for Woman Suffrage, which later became the National Woman's Party, staging numerous demonstrations, petitioning Congress and the United States government to grant a women's right to have a voice in the American political system; and

**WHEREAS**, on June 4, 1920, the United States Congress passed the 19<sup>th</sup> Amendment, also known as women's suffrage, ratifying it on August 18, 1920, granting American women the right to vote for the first time in U.S. history; and

**WHEREAS**, just a few months after it was ratified, on November 2, 1920, more than 8 million women across the U.S. voted in elections for the very first time, adding their voice, and helping shape future elections for decades to come; and

**WHEREAS**, the introduction, passage, and ultimate ratification of the 19<sup>th</sup> Amendment was the culmination of decades of work and struggle by advocates for the rights of women across the United States and worldwide, ensuring women could more fully participate in our democracy and fundamentally changed the role of women in civic life of our Nation; and

**WHEREAS**, August 18, 2020 marks the 100-year anniversary of the passage of the 19<sup>th</sup> Amendment, representing a momentous milestone in our U.S. history, and should be lauded and celebrated.

**NOW, THEREFORE BE IT RESOLVED**, that the Solano County Board of Supervisors February 25, 2020 as a day to express our heartfelt appreciation of all Solano County women voters.

Dated this 25<sup>th</sup> day of February, 2020

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ERIN HANNIGAN, Chairwoman  
Solano County Board of Supervisors

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

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



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## Agenda Submittal

<b>Agenda #:</b>	3	<b>Status:</b>	Presentation
<b>Type:</b>	Presentation	<b>Department:</b>	Health and Social Services
<b>File #:</b>	20-137	<b>Contact:</b>	Gerald Huber, 784-8400
<b>Agenda date:</b>	02/25/2020	<b>Final Action:</b>	
<b>Title:</b>	Adopt and present a resolution recognizing March 2020 as National Nutrition Month in Solano County (Supervisor Vasquez)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Resolution		

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

### **DEPARTMENTAL RECOMMENDATION:**

The Department of Health & Social Services recommends the Board adopt and present a resolution recognizing March 2020 as National Nutrition Month in Solano County.

### **SUMMARY/DISCUSSION:**

The month of March has been designated as National Nutrition Month (NNM) by the Academy of Nutrition and Dietetics. NNM is an annual nutrition education and information campaign celebrated throughout the month of March that focuses on the importance of making informed food choices and developing sound eating and physical activity habits.

The NNM 2020 theme-*Eat Right, Bite by Bite*-supports the philosophy that every little bit (or bite) of nutrition is a step in the right direction. Small goals and changes can have a cumulative, healthy effect.

According to the 2019 Annual County Health Rankings, Solano County was ranked 22nd of California's 58 counties. Solano is among the counties highest in diabetes prevalence, with 11% of residents diagnosed with diabetes compared to the State average of 9%. Rates of Adult obesity (27%) and physical inactivity (21%) are also higher in Solano County compared to the State rates of 23% and 17%, respectively. The 2018 Supplemental Nutrition Assistance Program Education (SNAP-Ed) County profile for Solano also showed that the rate of food insecurity among individuals of all ages in Solano (14%) is higher than the State rate (12%), and Solano has a significantly higher prevalence of overweight (74%) and obese adults (33%) compared to the State (63% and 28%, respectively).

Based on the above data, the Department of Health and Social Services (H&SS), Division of Public Health, Nutrition Services Bureau views NNM as an opportunity to provide inspiration and ideas that can be easily incorporated into everyday lives to help improve health and well-being over time. Starting simple can lead to realistic and positive lifestyle changes to achieve a longer and healthier life.

In recognition of NNM and promoting *Eat Right, Bite by Bite*, the following activities are planned by Solano Public Health and the Nutrition Services Bureau:

- Promote NNM through a social media campaign created by Nutrition Services staff and distributed using Solano Public Health social media outlets;
- Observe Registered Dietitian Nutritionist (RDN) Day on March 11, 2020, honoring the contributions and expertise of all RDNs on food and nutrition;
- Participate in the 18th Annual *Youth Agricultural Day* for 3rd graders of Solano County, an event on March 17, 2020 designed to give children the opportunity to learn about food and the agricultural wealth of Solano County;
- Support the *Get the Rush! At Rush Ranch* event on March 21, 2020 in partnership with Solano Land Trust as a method to increase community physical activity opportunities; and
- Teach adults at Cleo Gordon Family Resource Center in Fairfield-Suisun Unified School District how to easily grow basic herbs and vegetables in small spaces and incorporate them into meals for a flavorful and nutritional boost on March 24, 2020.

The Nutrition Services Bureau is also partnering with Innovative Health Solutions, an organization providing nutrition and physical activity interventions to promote healthy living for Fairfield Suisun Unified School District students and their families, to support two initiatives at David Weir Kindergarten-8th Grade Preparatory Academy: a six-week Food Smarts nutrition education parent/student class every Wednesday starting February 19, 2020, and a ten-week Gardening Club for students every Thursday starting March 24, 2020.

Collaboration is also underway with Family Health Services' (FHS) Mobile Food Rx program and their patient population through medical nutrition therapy offered regularly throughout the month, and support of FHS group classes:

- Diabetes class at Vallejo Family Health Services March 9, 2020 from 9:30-11:30 a.m.; and
- Diabetes class at Vacaville Family Health Services March 25, 2020 from 9:30-11:30 a.m.

These NNM activities have the potential to increase awareness about healthy nutrition habits and improve the health of Solano County residents.

#### **FINANCIAL IMPACT:**

The costs associated with preparing this agenda item are nominal and included in the department's FY2019/20 Adopted Budget. There is no additional impact to the County General Fund.

#### **ALTERNATIVES:**

The Board may choose not to adopt and present this resolution. This is not recommended because NNM is an opportunity to recognize the importance of healthy eating habits and regular physical activity in helping people achieve and maintain good health while reducing the risk of chronic diseases throughout their lifespan.

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

Solano County Health & Social Services is partnering with community organizations to promote National Nutrition Month through joint activities and events. Partners include Innovative Health Solutions, Solano Land Trust, Cleo Gordon Family Resource Center, Child Start Inc., and Solano County Fairgrounds.

#### **CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

# Resolution No. 2020 -

## RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING MARCH 2020 AS NATIONAL NUTRITION MONTH IN SOLANO COUNTY

**WHEREAS**, the Academy of Nutrition and Dietetics has declared the month of March 2020 as National Nutrition Month; and

**WHEREAS**, the Health and Social Services Department, Public Health Division, Nutrition Services Bureau will observe National Nutrition Month and join other California counties, the California Department of Public Health, and other states across the nation in observance; and

**WHEREAS**, this year's theme is *Eat Right, Bite by Bite*, supporting the philosophy that every little bit (or bite) of nutrition is a step in the right direction; and

**WHEREAS**, combining good nutrition with physical activity plays a crucial role in health promotion and chronic disease prevention and can lead to overall healthier lifestyles; and

**WHEREAS**, this recognition acknowledges the importance of supporting healthy eating habits for all individuals in multiple settings including home, school, work, and community; and

**WHEREAS**, Solano County CalFresh Healthy Living has partnered with agencies including Child Start Inc., Solano County Fairgrounds, and Solano Land Trust to promote nutrition education and outdoor physical activity, and increase access to Solano County parks and open spaces; and

**WHEREAS**, Solano County CalFresh Healthy Living's partner, Innovative Health Solutions, will provide nutrition and physical activity interventions in the Fairfield-Suisun Unified School District; and

**WHEREAS**, Solano County Nutrition Services partners with Family Health Services to support patient needs and the Mobile Food Rx program through medical nutrition therapy and group classes.

**NOW, THEREFORE BE IT RESOLVED**, that the Solano County Board of Supervisors does hereby recognize March 2020 as National Nutrition Month in Solano County and commits to the advancement of healthy eating and active living for residents of Solano County.

Dated this 25<sup>th</sup> day of February, 2020

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ERIN HANNIGAN, Chairwoman  
Solano County Board of Supervisors

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

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



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## Agenda Submittal

<b>Agenda #:</b>	4	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Minutes	<b>Department:</b>	Clerk of the Board of Supervisors
<b>File #:</b>	20-130	<b>Contact:</b>	Jeanette Neiger, 784-6125
<b>Agenda date:</b>	02/25/2020	<b>Final Action:</b>	
<b>Title:</b>	Approve the minutes of the Solano County Board of Supervisors meetings of January 28, February 4 and February 11, 2020		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Minutes - January 28, 2020, B - Minutes - February 4, 2020, C - Minutes - February 11, 2020		

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

Public Hearing Required? Yes ☐ No ☒

### DEPARTMENTAL RECOMMENDATION:

Presented for your approval are the minutes of the Solano County Board of Supervisors meetings of January 28, February 4 and February 11, 2020.



# 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*

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Tuesday, January 28, 2020

8:30 AM

Board of Supervisors Chambers

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### CALL TO ORDER

*The Solano County Board of Supervisors met on the 28th day of January 2020 in regular session in the Board of Supervisors' Chambers at the Solano County Government Center, 675 Texas Street, Fairfield, California at 8:30 A.M. Present were Supervisors Brown, Spering, Vasquez, Thomson and Chairwoman Hannigan. Chairwoman Hannigan presided. Also present were Assistant County Administrator Nancy Huston and County Counsel Bernadette 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 8:31 A.M. to discuss the following matters:*

- 1      [20-83](#)      Conference with Labor Negotiators: Solano County representatives: Marc Fox, Jeannine Seher, Georgia Cochran, 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](#)

## **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     [20-51](#)     Adopt and present a resolution and plaque of appreciation honoring Sergeant-Sheriff Raymond G. Dudley upon his retirement from the Sheriff's Office with over 31 years of dedicated public service to Solano County (Supervisor Vasquez)

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

**On motion of Supervisor Vasquez, seconded by Supervisor Thomson, the Board adopted and presented Resolution No. 2019 -14 honoring Sergeant-Sheriff Raymond G. Dudley upon his retirement from the Sheriff's Office with over 31 years of dedicated public service to Solano County. So ordered by 5-0 vote. (see Resolution Book)**

**Enactment No: Resolution No. 2020-14**

- 3      [20-77](#)      Adopt and present a resolution and plaque of appreciation honoring Michael Joyce, Equipment Mechanic, upon his retirement from the Solano County Department of General Services with over 26 years of dedicated public service to Solano County (Supervisor Vasquez)

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

On motion of Supervisor Vasquez, seconded by Supervisor Brown, the Board adopted and presented Resolution No. 2019 -15 honoring Michael Joyce, Equipment Mechanic, upon his retirement from the Solano County Department of General Services with over 26 years of dedicated public service to Solano County. So ordered by 5-0 vote. (see Resolution Book)

Enactment No: Resolution No. 2020-15

- 5      [20-67](#)      Adopt and present a resolution recognizing the Month of February 2020 as Civil Grand Jury Awareness Month in Solano County (Supervisor Thomson)

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

On motion of Supervisor Thomson, seconded by Supervisor Brown, the Board adopted and presented Resolution No. 2019 -17 recognizing the Month of February 2020 as Civil Grand Jury Awareness Month in Solano County. So ordered by 5-0 vote. (see Resolution Book)

Enactment No: Resolution No. 2020-17

- 4      [20-72](#)      Adopt and present a resolution honoring Larry Sly upon his retirement from the Food Bank of Contra Costa and Solano after serving 40 years as the Executive Director (Chairwoman Hannigan)

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

On motion of Chairwoman Hannigan, seconded by Supervisor Brown, the Board adopted and presented Resolution No. 2019-16 honoring Larry Sly upon his retirement from the Food Bank of Contra Costa and Solano after serving 40 years as the Executive Director. So ordered by 5-0 vote. (see Resolution Book)

Enactment No: Resolution No. 2020-16

## 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) George Guynn, Jr., Suisun City, commented on a recent article concerning the use of the fairgrounds for the homeless and increasing the amount of jobs.*

*B) Steven Goetz, Willis Jepson Chapter of the California Native Plant Society Board Member, commented in support of a county wide park system and open space measure and advised that the Chapter would like to be involved in the public input process.*

*Chairwoman Hannigan advised that the Board had not directed staff to conduct outreach concerning the county wide park system yet and that the public would be notified when that took place.*

*C) Dennis Allen, Fairfield, commented on the County's positions on sanctuary city and counties, growing of hemp Proposition 13 and measures on the March ballot and further noted that he had provided a handout to the Board regarding a movement to recall the Governor.*

## **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

*There were no additions to or deletions from the Solano County Board of Supervisors' agenda for January 28, 2020.*

## **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 January 28, 2020 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 items listed on the Consent Calendar. The following comments were received:*

*A) Donald Tipton, unincorporated Vallejo, commented on Item 7 regarding the Meeting Attendance Reports and Item 13 regarding two tax-default properties that totaled \$4.8 million owed to the County.*

*B) Nestor Aliga, Vallejo, commented on Item 8 regarding donations to the Vallejo School District, on Item 9 regarding a donation to the Sacramento Valley National Cemetery Honor Guard and on Item 10 regarding a donation to the Rebuilding Together Solano County chapter.*

*Supervisor Thomson commented on Item 21 and advised that it was time for the County to look more seriously at facilities in the County that provided psychiatric medical services.*

## **APPROVAL OF THE CONSENT CALENDAR**

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

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## CONSENT CALENDAR

- 6      [20-81](#)      Approve the minutes of the Solano County Board of Supervisors meetings of January 7 and 14, 2020; and Approve the minutes of the Solano County Facilities Corporation minutes of January 7, 2020

Attachments:      [A - Minutes - January 7, 2020](#)  
                         [B - Minutes - January 14, 2020](#)  
                         [C - SCFC Minutes - January 7, 2020](#)  
                         [Minute Order](#)  
                         [January 7 2020 Executed Minutes](#)  
                         [January 14, 2020 Executed Minutes](#)  
                         [SCFC Jan 7 2020 Executed Minutes](#)

**Approved**

- 7      [20-82](#)      Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors

Attachments:      [A - Appointment List](#)  
                         [Minute Order](#)

**Received and Filed**

- 8      [20-69](#)      Authorize the County's contribution of \$5,000 from the General Fund contribution allocated to District 2 to benefit the following organizations: Benicia Panthers Band Boosters (\$750); Rodriguez High School Education Unit (\$750); Benicia Unified School District (\$1,750): \$250 to the High School Debate Team, \$750 to Robert Semple Elementary for school supplies for the teachers, and \$750 to Mary Farmar Elementary School for supplies for the teachers; Vallejo School District (\$1,000): \$500 to Glen Cove Elementary School and \$500 to Pennycook Elementary School, both for school supplies for teachers; Benicia Community Action Council (\$250); Eric Reyes Foundation (\$125); Kyle Hyland Foundation (\$125) and Humane Society of the North Bay (\$250)

Attachments:      [Minute Order](#)

**Approved**

- 9      [20-79](#)      Authorize the County's contribution of \$3,000 from the General Fund contribution allocated to District 4, to benefit the Vacaville Heritage Council (\$1,000), the Pena Adobe Historical Society (\$1,000) and to the Sacramento Valley National Cemetery Honor Guard (\$1,000)

Attachments:      [Minute Order](#)

**Approved**

- 10      [20-73](#)      Authorize the County's contribution of \$1,000 from the General Fund contribution allocated to District 5 to benefit Rebuilding Together, Solano County chapter
- Attachments:*      [Minute Order](#)
- Approved**
- 11      [20-78](#)      Receive the 2019 Annual Report of the Civil Service Commission
- Attachments:*      [A - 2019 CSC Annual Report](#)  
                                 [Minute Order](#)
- Received**
- 12      [20-85](#)      Adopt a resolution approving a successor collective bargaining agreement between Solano County and Unit 11 - Psychiatrists, Physicians and Dentists represented by Union of American Physicians and Dentists (UAPD)
- Attachments:*      [A - Resolution](#)  
                                 [B - Unit 11 MOU](#)  
                                 [Adopted Resolution](#)  
                                 [Minute Order](#)
- Adopted**
- Enactment No: Resolution No. 2020-18**
- 13      [20-71](#)      Adopt a resolution authorizing the Treasurer-Tax Collector-County Clerk to hold a sale of tax-defaulted property at a Chapter 7 (Public Auction) sale via the Internet within 180 days of Board approval
- Attachments:*      [A - Resolution](#)  
                                 [B - Property List](#)  
                                 [Adopted Resolution](#)  
                                 [Minute Order](#)
- Adopted**
- Enactment No: Resolution No. 2020-19**
- 14      [20-62](#)      Adopt a resolution and plaque of appreciation for Dave Daly, Airport Manager, upon his retirement from the Solano County Department of General Services, honoring him for 29 years of public service, including 8 years of dedicated public service to Solano County
- Attachments:*      [A - Resolution](#)  
                                 [Adopted Resolution](#)  
                                 [Minute Order](#)
- Adopted**
- Enactment No: Resolution No. 2020-20**

- 15**      [20-70](#)      Approve a first contract amendment with CherryRoad Technologies, Inc. for \$163,200, for a new total contract amount not to exceed \$223,200, to extend the managed services support through June 30, 2021 to provide technical services and support to the County's PeopleSoft Payroll system; and Authorize the Chief Information Officer to execute the agreement and any amendments within 10% of the contract amount

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

**Approved**

- 16**      [20-74](#)      Adopt a resolution authorizing the submission of an amended application for State funds for \$2,326,675, an increase of \$917,175, to replace the existing voting system; and Authorize the County Administrator or designee to conduct all negotiations, execute and submit all documents including, but not limited to applications which may be necessary for the completion of the agreement

Attachments:      [A - Resolution](#)  
                         [B - Agreement](#)  
                         [Adopted Resolution](#)  
                         [Executed Contract](#)  
                         [Minute Order](#)

**Adopted**

**Enactment No: Resolution No. 2020-21**

- 17**      [20-75](#)      Approve a plaque of appreciation honoring Jewel Hailey, Election Coordinator, upon her retirement from the Solano County Registrar of Voters with over 16 years of dedicated public service to Solano County

Attachments:      [Minute Order](#)

**Approved**

- 18**      [20-15](#)      Approve a contract with Shelter, Inc. for \$177,000 to provide housing navigation services to the homeless CalWORKs population in Solano County for the term of February 1, 2020 through June 30, 2021; and Authorize the County Administrator to execute the contract

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

**Approved**

**19**      **[20-11](#)**

Adopt a resolution approving a second contract amendment with the California Department of Health Care Services for \$49,136, for a total contract of \$7,334,876, to provide services under the Substance Abuse Prevention and Treatment Block Grant for the period of July 1, 2017 through June 30, 2020; and Authorize the County Administrator to sign and execute this contract amendment and any administrative amendments issued by the State

Attachments:      [A - Resolution](#)  
                             [B - Amendment 2](#)  
                             [C - Link to Original Contract and Amendment](#)  
                             [Adopted Resolution](#)  
                             [Executed Contract](#)  
                             [Minute Order](#)

**Adopted**

**Enactment No: Resolution No. 2020-22**

**20**      **[20-45](#)**

Approve a second contract amendment with Seneca Family of Agencies for \$199,172 for a total contract amount of \$1,386,525 to provide Transition Age Youth Full Service Partnership services for high-risk, transition-aged youth ages 16-25, including Commercially Sexually Exploited Children/Youth (CSEC) ages 10-25, for the period July 1, 2019 through June 30, 2020; Authorize the County Administrator to execute the amendment; and Approve an Appropriations Transfer Request (ATR) for \$332,866 to recognize revenue and related appropriations for this contract amendment (4/5 vote required)

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

**Approved**

**21**      **[20-53](#)**

Approve a first contract amendment with Sierra Vista Hospital for \$190,000, for a total contract amount of \$475,000, to provide additional psychiatric medical services in the current contract period through June 30, 2020; Authorize the County Administrator to execute the amendment; and Approve an Appropriation Transfer Request (ATR) in the amount of \$190,000 to recognize 1991 and 2011 Realignment revenue to fund the amendment (4/5 vote required)

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

**Approved**

**22**      **[20-64](#)**

Adopt a resolution affirming the Mental Health Plan Performance Contract with the California Department of Health Care Services (DHCS), as newly required by DHCS, for the period of July 1, 2018 to June 30, 2021 outlining conditions and requirements to receive funding for Mental Health Services Act, Projects for Assistance in Transition from Homelessness and Community Mental Health Services Block Grant programs; and Authorize the County Administrator to sign and execute this contract and any administrative amendments

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

**Adopted**

**Enactment No: Resolution No. 2020-23**

**23**      **[20-13](#)**

Ratify a Waiver of Judicial Accounting, Acknowledgment, Release, and Refunding Agreement from First Republic Trust Company acting as the trustee for The Alfred Wasthuber Living Trust where the Solano County Sheriff's Office Animal Care is listed as a beneficiary; and Authorize the Sheriff to deposit the distribution of \$147,830.49 into the Animal Care Facility donation account to be utilized for enhanced shelter operations

Attachments:      [A - Animal Care Facility Procedure - Donations](#)  
                             [B - Waiver, Acknowledgment, Release, and Refunding Agreement](#)  
                             [Minute Order](#)

**Approved**

## **REGULAR CALENDAR**

**24**      **[20-68](#)**

Receive an update from staff and the County's State Legislative Advocate on the status of legislation that is of interest to the County, including items that were discussed at the Board's Legislative Committee on January 6, 2020 and highlights from the Governor's proposed budget for 2020-21

Attachments:      [A - Letter from Nestor Aliga](#)  
                             [B - S.2626 Bill Text](#)  
                             [C - S.2628 Bill Text](#)  
                             [D - CSAC MHSA Memo](#)  
                             [E - Federal Legislative Update](#)  
                             [F - State Legislative Update](#)  
                             [G - SYASL Partners Budget Summary](#)  
                             [H - CSAC Summary of Governors Budget](#)  
                             [Minute Order](#)



*Senior Management Analyst Matthew Davis provided an overview of S.2626 - Restoring Health Benefits for Justice-Involved Individuals and S.2628 - Equity in Pretrial Medicaid Coverage Act.*

*In response to a question from Supervisor Spering, Assistant County Administrator Nancy Huston noted that the intent of the legislation was to maintain medicine coverage and benefits in order to keep patients stable.*

*Supervisor Spering commented on challenges of preventing crime and rewarding people for doing things that were dishonest. He noted that he was supportive of the reimbursement to the County but advised that it sent the wrong message to individuals committing crimes.*

*Chairwoman Hannigan advised that the individuals were already being taken care of by the County and could prevent a lapse in medication.*

*Supervisor Thomson noted that the County provided for ill individuals that were incarcerated. He then commented on the costs to taxpayers as a result of taking care of incarcerated patients and advised that it should not fall on taxpayers. He commented on homelessness and noted he was in support from a humanitarian and fiscal position.*

*Supervisor Brown commented on the need to take care of individuals the County was responsible for taking care of and in support of the legislation.*

*Supervisor Spering advised that there should be a penalty for those that choose to commit crimes and noted his support for the County to be reimbursed.*

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

*A) George Guynn, Jr., Suisun City, commented in opposition to taxpayers paying for the costs to care for individuals committing crimes.*

***On motion of Supervisor Thomson, seconded by Supervisor Brown, the Board approved a support position on S.2626 - Restoring Health Benefits for Justice-Involved Individuals and S.2628 - Equity in Pretrial Medicaid Coverage Act. So ordered by 5-0 vote.***

*Mr. Davis provided an overview of a request from the Department of Health and Social Services that the Board support the California State Association of Counties (CSAC) Flexibility Proposal and appoint an executive staff member from the department to serve on the CSAC Mental Health Service Act Committee for Suburban Counties.*

*Chairwoman Hannigan advised that she had nominated Sandra Sinz to serve on the committee.*

*Supervisor Brown asked to be kept informed on the activities of the legislation.*

*Chairwoman Hannigan noted that she was a member of the CSAC Executive Committee and would keep Supervisor Brown informed about the legislation.*

***On motion of Supervisor Brown, seconded by Supervisor Vasquez, the Board approved a support position on the California State Association of Counties Flexibility Proposal. So ordered by 5-0 vote.***

*State Legislative Advocate Karen Lange provided an overview of legislation and activities at the state capitol and an overview of the Governor's budget.*

*In response to a question from Chairwoman Hannigan, Ms. Lange provided information about state funds coming to counties for the homeless.*

*In response to a question from Supervisor Brown, Ms. Lange noted that it was an election year and that it was hard to tell if there might be surprises in the legislature. She advised that AB 5 regarding independent contractors was getting some traction, as well as other privacy initiatives. She then commented on the Governor's efforts to bolster services that were being affected by federal directives.*

*Supervisor Brown commented that she appreciated the insight on what was taking place and asked that the Board be emailed if anything came up.*

*Supervisor Thomson commented on concerns about repayment of bonds by taxpayers, costs and impacts of the water tunnels to the Delta region and on homeless issues not being addressed by the city of Vacaville.*

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

*A) Nestor Aliga, Vallejo, commented on his request for the Board to send letters in support of HR 578, S. 127 and S.2983 regarding transfer of the Mare Island Cemetery, letters in support of a proposed Senate concurrent resolution to designate the Interstate 80 and 780 interchange as a Congressional Gold Medal interchange and support of an Assembly concurrent resolution to rename the Interstate 80 Hunter Hill Rest Area to the Medal of Honor Safety Roadside Rest Area and requested that the Board collaborate with the City of Vallejo to install an ADA compliant sidewalk in the vicinity of the Vallejo Veterans Memorial Building.*

*Director of General Services Megan Greve noted that the sidewalk fell under the city's jurisdiction and advised that the County was willing to help the veterans work with the city to make the sidewalk ADA compliant.*

***On motion of Supervisor Thomson, seconded by Supervisor Brown, the Board approved a support position on S.2626 - Restoring Health Benefits for Justice-Involved Individuals and S.2628 - Equity in Pretrial Medicaid Coverage Act. So ordered by 5-0 vote.***

On motion of Supervisor Brown, seconded by Supervisor Vasquez, the Board approved a support position on the California State Association of Counties Flexibility Proposal. So ordered by 5-0 vote.

## **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 Vasquez requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Davis Alexander McKenzie, an active member of the Vacaville community.*

*B. Supervisor Vasquez requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of James William McKenzie, an active member of the Vacaville community.*

*C. Supervisor Brown requested an update on the Micro Enterprise Home Kitchens, a more definitive break down of what had been done at the veterans halls, a report back on what was being proposed for the Public Safety Power Shutoff funding, hiring of a homeless coordinator, and requested that the last meeting in March to have an afternoon session for discussion of the Regional Housing Needs Allocation (RHNA).*

*Assistant County Administrator Nancy Huston advised that she would update the Board in February regarding hiring someone to work on housing beds. She then noted that the upcoming February meeting of the 4Cs would include discussion about the RHNA and a future summit on the topic.*

*Chairwoman Hannigan advised that a night time meeting would be better for most residents to attend.*

*D. Supervisor Brown requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Eric Paul Dobson, an active member of the Vacaville community.*

*E. Supervisor Brown requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Clayton Young, an active member of the Benicia community.*

*F. Supervisor Thomson requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Jerry Leo Rubier, an active member of the Rio Vista community.*

*Supervisor Sperring commented on his experience working with Mr. Rubier on development projects and improvements for seniors.*

*G. Chairwoman Hannigan requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Dr. Oscar J. Jackson, an active member of the Vallejo community.*

**ADJOURN:**

*This meeting of the Solano County Board of Supervisors adjourned at 10:48 A.M. in memory of James William McKenzie, David Alexander McKenzie, Eric Paul Dobson, Clayton Young, Jerry Leo Rubier and Dr. Oscar J. Jackson. Next meeting of the Solano County Board of Supervisors will be February 4, 2020 at 9:00 A.M., Board Chambers, 675 Texas Street, Fairfield, California.*

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ERIN HANNIGAN, Chairwoman  
Solano County Board of Supervisors

BIRGITTA E. CORSELLO, Clerk  
Solano County Board of Supervisors

By \_\_\_\_\_  
Jacqueline Hernandez, Deputy Clerk



# 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*

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Tuesday, February 4, 2020

9:00 AM

Board of Supervisors Chambers

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### CALL TO ORDER

*The Solano County Board of Supervisors met on the 4th day of February, 2020 in regular session in the Board of Supervisors' Chambers at the Solano County Government Center, 675 Texas Street, Fairfield, California at 9:00 A.M. Present were Supervisors Brown, Spering, Vasquez, Thomson and Chairwoman Hannigan. Chairwoman Hannigan presided. Also present were County Administrator Birgitta E. Corsello and County Counsel Bernadette S. Curry.*

### ROLL CALL

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

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

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

## PRESENTATIONS

- 1      [20-55](#)
- Adopt and present a resolution and plaque of appreciation honoring Stacey Brooker, Eligibility Benefits Specialist III, upon her retirement from the Health and Social Services Department, Employment and Eligibility Services Division with over 21 years of dedicated public service (Supervisor Thomson)
- Attachments:      [A - Resolution](#)  
                              [Adopted Resolution](#)  
                              [Minute Order](#)
- On motion of Supervisor Vasquez, seconded by Chairwoman Hannigan, the Board adopted and presented Resolution No. 2020-24 honoring Stacey Brooker, Eligibility Benefits Specialist III, upon her retirement from the Health and Social Services Department, Employment and Eligibility Services Division with over 21 years of dedicated public service. So ordered by 5-0 vote.
- Enactment No: Resolution No. 2020-24
- 2      [20-87](#)
- Receive a presentation from the County Counsel's Office on the selection of Theda Peck as "Employee of the Month" for February 2020
- Attachments:      [Minute Order](#)
- Received

## 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) Dennis Allen, Fairfield, commented on Proposition 13 on the March 3rd election ballot and provided a handout to the Board.*

*B) George Guynn, Jr., Suisun City, commented that there were no restrooms at the new train station and on Proposition 13.*

## ADDITIONS TO OR DELETIONS FROM THE AGENDA

*There were no additions to or deletions from the Solano County Board of Supervisors' agenda for February 4, 2020.*

## 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 February 4, 2020 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 items listed on the Consent Calendar. There was no public comment.*

**APPROVAL OF THE CONSENT CALENDAR**

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

**CONSENT CALENDAR**

- 3**      [20-84](#)      Accept the Solano County Treasurer's Quarterly Report for the period of October 1, 2019 through December 31, 2019

Attachments:      [A - Letter to the Board](#)  
                         [B - Statement of Compliance](#)  
                         [C - Investment Portfolio](#)  
                         [D - Balance Sheet and Income Statement](#)  
                         [E - Yield Curve](#)  
                         [Minute Order](#)

**Accepted**

- 4**      [20-58](#)      Approve a plaque of appreciation honoring Daniel F. Rhoads, Library Associate, upon his retirement from the Department of Library Services with over 15 years of dedicated public service to Solano County

Attachments:      [Minute Order](#)

**Approved**

- 5**      [20-56](#)      Approve a first amendment with Caminar Inc. for \$1,173,571, for a total contract amount of \$1,545,990, to expand Wellness and Recovery Center programming and extend the contract through June 30, 2021; and Authorize the County Administrator to execute the amendment and any subsequent amendments that remain within budgeted appropriations

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

**Approved**

- 6 [20-91](#) Approve an Appropriations Transfer Request (ATR) to recognize \$30,550 in unanticipated revenue from the California Government Operations Agency (GovOps) to allow for additional community outreach for the 2020 Census; Authorize the County Administrator to sign a letter and amended contract with the State to use the additional \$30,550 in State funds allocated to Solano County to conduct continued outreach activities to promote participation in the 2020 Census; and Authorize the County Administrator to execute other agreements and contracts necessary to implement activities associated with the state contract and funding (4/5 vote required)

Attachments: [Minute Order](#)

**Approved**

## **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 Thomson requested that a task force be put together made of two Board members, two public members and one member of the hemp industry, to look at hemp issues and provide input on what an ordinance should look like.*

*County Administrator Birgitta Corsello asked if this request would be in addition to what had already been directed to staff that included an extensive public outreach. She noted that the Board had also directed staff to conduct an expedited process.*

*Director of Resource Management Bill Emlen noted that the Resource Management Department, the Ag Commissioner and County Counsel had already been meeting and discussing different options for addressing the issues that arose at the prior board meetings relating to the interim emergency ordinance. He then advised that spatial analysis, mapping of existing fields and reviewing land use options were already being worked on as the Board had directed staff to move fairly quickly to bring something back.*

*Supervisor Vasquez noted that a prior suggestion he gave was to model what had been done with dairies. He advised that a taskforce could assist with looking at what was being done already.*

*Supervisor Thomson commented that a taskforce could provide input on the process and suggested that the taskforce could be limited to two or three meetings.*

*County Counsel Bernadette Curry advised that the topic had not been agendized and recommended that it be brought back with the item in the future.*

*Supervisor Thomson and Vasquez noted that they were fine with this.*



*B. Supervisor Brown requested that staff revisit the fee structure that was set up for conservatorship and also look at charges for services provided to outside agencies to see if they were at market rate.*

*Ms. Corsello advised that the County could not charge a market rate because it was not allowed legally to do that. She then noted that charges were based on a rate based on the cost of the service that the department such as County Counsel provided.*

*Supervisor Sperring advised that it was optional for an outside agency to use County Counsel services.*

*Ms. Curry advised that the County Counsel rates were competitive compared to outside counsel.*

*C. Supervisor Brown asked for a breakdown on SB 1 relating to what had been spent and on what projects since its inception.*

*Chairwoman Hannigan noted that this information was presented to the Board every year.*

*Supervisor Sperring advised that he had received this information already.*

*Mr. Emlen advised that the department could provide a highlight of the information to the Board.*

*D. Supervisor Vasquez requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Pasqual Gerardo Flores, an active member of the Vacaville community.*

## **CLOSED SESSION**

*Chairwoman Hannigan advised that the Board would be adjourning the meeting to Closed Session to discuss the following matters, with no report out:*

- 7**      [20-88](#)      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](#)

## ADJOURN:

*This meeting of the Solano County Board of Supervisors adjourned at 9:30 A.M. in memory of Pasqual Gerardo Flores. Next meeting of the Solano County Board of Supervisors will be February 11, 2020 at 9:00 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

## 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*

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Tuesday, February 11, 2020

9:00 AM

Board of Supervisors Chambers

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### CALL TO ORDER

*The Solano County Board of Supervisors met on the 11th day of February, 2020 in regular session in the Board of Supervisors' Chambers at the Solano County Government Center, 675 Texas Street, Fairfield, California at 9:00 A.M. Present were Supervisors Brown, Spering, Vasquez, Thomson and Chairwoman Hannigan. Chairwoman Hannigan presided. Also present were County Administrator Birgitta E. Corsello and County Counsel Bernadette S. Curry.*

### ROLL CALL

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

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

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

### PRESENTATIONS

- 1      [20-89](#)      Receive a presentation and awards from the Food Bank of Contra Costa and Solano for participation in the 2019 Counties Care Holiday Food Fight
- Received

### 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) Nancy Huston, Assistant County Administrator, introduced new employee Principal Management Analyst Daniel Del Monte.

B) Dennis Allen, Fairfield, commented in opposition of the Proposition 13 measure on the March election.

C) Donald Tipton, unincorporated Vallejo, commented on the garbage contract and advised that residents were not mailed the free dump coupon for the unincorporated Vallejo area.

Chairwoman Hannigan advised that the Vallejo residents had to call for two free pickups and did not get a free coupon.

County Administrator Birgitta Corsello recommended the Mr. Tipton speak to James Bezek about his contract. She then noted that same jurisdictions were mailed a coupon late.

D) George Guynn, Jr., Suisun City, commented that he would be sending a video to the Board concerning housing and in opposition to ballot measures that were asking for more taxes to be put on taxpayers.

## **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

There were no additions to or deletions from the Solano County Board of Supervisors' agenda for February 11, 2020.

## **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 February 11, 2020 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 items listed on the Consent Calendar. There was no public comment.

## **APPROVAL OF THE CONSENT CALENDAR**

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

## **CONSENT CALENDAR**

2      [20-93](#)

Authorize the County's contribution of \$255 from the General Fund contribution allocated to District 5 to benefit Will C. Wood Choir Boosters

Approved

- 3      [20-99](#)      Accept donations totaling \$375,000 to fund tenant improvements for the new First 5 Center; and Adopt a resolution recognizing the various donors who have financially supported the tenant improvements needed for the new First 5 Center in Vallejo
- Attachments:*      [A - Resolution](#)
- Adopted**
- Enactment No: Resolution No. 2020-25**
- 4      [20-16](#)      Approve a first amendment to the contract with Dr. John Jow for \$23,317 to increase contracted hours for dental care services in the current fiscal year through June 30, 2020, for a total contract amount of \$98,178; and Authorize the County Administrator to sign the amendment
- Attachments:*      [A - Amendment](#)  
                                 [B - Link to Contract](#)
- Approved**
- 5      [20-92](#)      Approve a contract with RSM US LLP for \$782,000 to provide technical services and build an electronic case management system for Health and Social Services program participants for the term of February 11, 2020 through June 30, 2020; and Authorize the County Administrator to sign the contract
- Attachments:*      [A - Contract](#)
- Approved**
- 6      [20-27](#)      Approve a 3 year contract with Jackson & Coker for up to \$1,500,000 to provide locum tenens primary care providers to the County's Family Health Services Clinics from February 11, 2020 through February 10, 2023; and Authorize the County Administrator to execute the agreement
- Attachments:*      [A - Contract](#)
- Approved**
- 7      [20-76](#)      Accept the Solano Partnership Against Violence Advisory Board's FY2020 - 2022 Strategic Plan
- Attachments:*      [A - Strategic Plan](#)
- Accepted**

**MISCELLANEOUS ITEMS**

- 8      [20-121](#)      Approve the reappointment of Brian T. Chikowski to serve as a regular member to the Solano County Assessment Appeals Board for a term to expire on September 5, 2022
- Approved
- 9      [20-118](#)      Approve the appointment of Hassan Sabbagh as a member-at-large to the Solano Partnership Against Violence (SPAV) Advisory Board for a 2-year term to expire on February 11, 2022; Approve the appointment of Karenda Stinnett as a member-at-large to the SPAV Advisory Board for a 3-year term to expire on February 11, 2023; and Approve the reappointment of Cynthia Williams as a member-at-large to the SPAV Advisory Board for a 3-year term to expire on February 11, 2023
- Approved

**REGULAR CALENDAR**

- 10      [20-86](#)      Receive a presentation and accept the following reports for the fiscal year ended June 30, 2019: Solano County Comprehensive Annual Financial Report (CAFR), Report to the Board of Supervisors, Report to Management and the Single Audit Report; and the Report on Applying Agreed-Upon Procedures (AUP, GANN Limit) for the fiscal year ended June 30, 2020

Attachments:      [A - Link to the FY2018/19 CAFR](#)  
                              [B - Report to the Board of Supervisors](#)  
                              [C - Report to Management](#)  
                              [D - Single Audit](#)  
                              [E - GANN Limit \(AUP\)](#)  
                              [F - Presentation](#)

*Auditor-Controller Phyllis Taynton provided an overview of the item.*

*In response to a question from Chairwoman Hannigan, Ms. Taynton provided information on sampling done by the auditors.*

*In response to a question from Supervisor Brown, Assistant Auditor-Controller Sheila Turgo and Ms. Taynton provided information on funding for the Workforce Development Board that had not yet been spent and advised that they would follow up regarding whether this funding would be lost.*

*Supervisor Thomson commented on Net Bonded Debt per Capita and the Legal Debt Margin, noting that the County was doing a great job paying debt down.*

On motion of Supervisor Vasquez, seconded by Supervisor Brown, the Board received a presentation and accepted the following reports for the fiscal year ended June 30, 2019: Solano County Comprehensive Annual Financial Report (CAFR), Report to the Board of Supervisors, Report to Management and the Single Audit Report; and the Report on Applying Agreed-Upon Procedures (AUP, GANN Limit) for the fiscal year ended June 30, 2020. So ordered by 5-0 vote.

## 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 Vasquez advised that he had asked to work with staff to hold a small event to recognize the 65th anniversary of the Nut Tree Airport in June and would be bringing back an item for the Board's consideration.*

*B. Chairwoman Hannigan requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Cameron Freedman, an active member of the Vallejo community.*

## CLOSED SESSION

*Chairwoman Hannigan advised that the Board would be adjourning the meeting to Closed Session to discuss the following matters, with no report out:*

11

### 20-116

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](#)

**ADJOURN:**

*This meeting of the Solano County Board of Supervisors adjourned at 9:49 A.M. in memory of Cameron Freedman. Next meeting of the Solano County Board of Supervisors will be February 25, 2020 at 8:30 A.M., Board Chambers, 675 Texas Street, Fairfield, California.*

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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

<b>Agenda #:</b>	5	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Meeting Attendance Report	<b>Department:</b>	Clerk of the Board of Supervisors
<b>File #:</b>	20-131	<b>Contact:</b>	Jeanette Neiger, 784-6125
<b>Agenda date:</b>	02/25/2020	<b>Final Action:</b>	
<b>Title:</b>	Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Appointment List		

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

### **DEPARTMENTAL RECOMMENDATION:**

Receive and file the Meeting Attendance Reports for the month of January 2020 from the members of the Board of Supervisors.

### **SUMMARY:**

The Monthly Meeting Attendance Reports may disclose meetings attended by each supervisor where compensation and reimbursement was received from the County and/or other agencies.

The Meeting Attendance Reports for January 2020, submitted by the Supervisors or their staff on their behalf, are on file with the Clerk of the Board and available for public inspection. These reports are also available for review in the public agenda packet binder during Board meetings. This report is submitted on a monthly basis to reflect the meeting attendance from the previous month.

A listing of the Board of Supervisors Appointments to various Boards and Commissions, some of which include per diem reimbursements, is attached for reference and in compliance with California Code of Regulations (Fair Political Practices Commission), title 2, section 18702.5(b)(3). The current Board of Supervisors Appointments is posted on the County's website at:

[<http://www.solanocounty.com/depts/bos/assignments.asp>](http://www.solanocounty.com/depts/bos/assignments.asp)

Government Code section 53232.3(d) requires that members of legislative bodies provide brief reports on meetings they attended for which they receive an expense reimbursement, such as meals, lodging and travel. Claims for reimbursement from the County for meeting attendance related expenses are processed by the Auditor/Controller and available for public inspection.

# 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	
<b>NATIONAL</b>													
NACO		Primary	Primary	Primary	Primary	Primary	Jan. 7, 2020	1 year					
<b>REGIONAL/STATE</b>													
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. 7, 2020	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. 7, 2020	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. 7, 2020	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. 7, 2020	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. 7, 2020	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. 7, 2020	1 year	2/16, 5/18, 9/7, 11/30	No		No	
Delta Conservancy Board	Jessica Adel (916) 375-4022				Alternate	Primary	Jan. 7, 2020	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. 7, 2020	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. 7, 2020	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. 7, 2020	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. 7, 2020	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. 7, 2020	1 year	1/12, 3/9, 5/11, 8/10, 11/9 @ 7 p.m.	No		Yes	
4 C's Joint Steering Committee * <b>Vice Chair of 4C's and Chair of Board of Supervisors</b>	Matthew Davis 784-6111	Primary			Primary		Jan. 7, 2020	1 year	As Needed	No		Yes	
<b>REGIONAL/STATE - OTHER</b>													
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	
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	
<b>COUNTYWIDE</b>													
Community Action Partnership (CAP) Solano JPA Tripartite Advisory Board	Debbie Vaughn 784-8401	Primary					Jan. 7, 2020	2 years	As Needed	No		No	
East Vallejo Fire Protection District	Magen Yambao 784-1969	Primary	Primary	Primary	Primary	Primary	Jan. 7, 2020	1 year	Quarterly	No		Yes	
First 5 Solano Commission	Megan Richards 784-1335	Primary					Jan. 7, 2020	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. 7, 2020	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. 7, 2020	1 year	As Needed	No		No	
LAFCO	Michelle McIntyre 439-3897 Rich Seithel 439-3898			Primary	Primary	Alternate	Jan. 7, 2020	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. 7, 2020	1 year	Monthly	No		No	
Mental Health Advisory Board	Marisol Lopez 784-8336		Primary				Jan. 7, 2020	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. 7, 2020	1 year	Last Thurs. in Feb., or Mar. & Oct. 10 a.m.	No		No	
Solano Children's Alliance	Ronda Kogler 421-7229		Primary				Jan. 7, 2020	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. 7, 2020	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. 7, 2020	1 year	As Needed	No		Yes	
Solano Land Trust	Nicole Byrd 432-0150 ext. 210		Primary				Jan. 7, 2020	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. 7, 2020	1 year	Quarterly	No		Yes	
Solano Transportation Authority	Johanna Masiclat 424-6008	Alternate		Primary			Jan. 7, 2020	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. 7, 2020	Alternate 1 year	2nd Thurs., each month @ 5 p.m.	No		Yes	
Solano Water Authority	Natasha Montgomery 455-4080			Primary	Alternate		Jan. 7, 2020	1 year	As Needed	No		Yes	
Solano County Blue Ribbon Commission on Children in Foster Care	Sara Jones 207-7619	Primary					Jan. 7, 2020	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. 7, 2020	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. 7, 2020	1 year	As Needed	\$100	\$0-\$1,000	Yes	
Travis Community Consortium	Stefan Chatwin, Fairfield City Manager 428-7400				Alternate	Primary	Jan. 7, 2020	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. 7, 2020	1 year	As Needed	No		No	
Vallejo Flood & Wastewater District Alternate: Donald Tipton, public member	MJ Brown 644-8949	Primary					Jan. 7, 2020	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. 7, 2020	1 year	As Needed	No		Yes	
<b>BOARD OF SUPERVISORS COMMITTEES</b>													
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. 7, 2020	1 year	As Needed	No		No	
Fair Governance Committee <b>Inactive</b>													
Health & Social Services & Family Justice Committee <b>Inactive</b>													
Historical Records Committee	Elissa DeCaro 447-0518		Primary			Primary	Jan. 7, 2020	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 <b>Inactive</b>							Jan. 7, 2020	1 year	As Needed	No		No	
Legislation	Matthew Davis 784-6111	Primary			Primary		Jan. 7, 2020	1 year	As Needed	No		No	
Military & Veterans Affairs Committee	Ted Puntillo 784-6590				Primary	Primary	Jan. 7, 2020	1 year	As Needed	No		No	
Public Art Committee	Megan Greve, 784-7900	Primary			Alternate		Jan. 7, 2020	1 year	As Needed	No		No	
Regional Park Committee	Resource Management Bill Emlen 784-6765	Primary			Primary		Jan. 7, 2020	1 year	As Needed	No		No	
Senior Issues Committee	Jerry Huber 784-8400		Primary		Primary		Jan. 7, 2020	1 year	As Needed	No		No	
Solano 360 Implementation Committee	Nancy Huston 784-6107	Primary		Primary			Jan. 7, 2020	1 year	As Needed	No		No	
Transportation Land Use Committee	Resource Management Bill Emlen 784-6765			Primary	Primary		Jan. 7, 2020	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. 7, 2020	1 year	As Needed	No		No	
<b>TOTAL ASSIGNMENTS</b>		<b>26</b>	<b>21</b>	<b>22</b>	<b>33</b>	<b>20</b>							
Updated 1-7-2020													



# Solano County

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

## Agenda Submittal

**Agenda #:** 6  
**Status:** Consent Calendar  
**Type:** Non-County Contributions  
**Department:** Board of Supervisors  
**File #:** 20-147  
**Contact:** Alexandra Winston, 784-6131  
**Agenda date:** 02/25/2020  
**Final Action:**  
**Title:** Authorize the County's contribution of \$250 from the General Fund contribution allocated to District 5 to benefit the Joy Graham Bowling Program, a program that provides special needs students with life building skills and activities  
**Governing body:** Board of Supervisors  
**District:** District 5  
**Attachments:**

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

### **DEPARTMENTAL RECOMMENDATION:**

Supervisor Thomson requests that the Board of Supervisors authorize the County's contribution of \$250 from the General Fund contribution allocated to District 5 to benefit the Joy Graham Bowling Program, a program that provides special needs students with life building skills and activities.

### **SUMMARY/DISCUSSION:**

#### Justification:

This year marks the 26th year of the Joy Graham Bowling Event. Joy Graham started this event years ago for the purpose of involving students with special needs in an activity that they would not normally be able to attend due to their various physical and intellectual challenges. The students were from school districts in Northern Solano County.

This year in 2020, the Joy Graham Bowling Program is expecting over 275 middle school and high school-aged participants from Fairfield-Suisun, Travis, Vacaville, and Travis School Districts. This event is special not only to the students, but also for the opportunity it gives them to bowl, with the aid of bumpers, wheelchair ramps, and/or lighter weight balls if needed. Bowling is a great recreational activity that can potentially be continued with family and friends. This is a wonderful community outing for the students to build their life skills. These include socializing with peers, practicing communication skills, and money skills. Students have a chance to visit with old friend and teachers as well as socialize and build new friendships with other members of the special needs community.

#### Guidelines for Grant Funding Requests:

During the 2019/20 budget hearings, the Board appropriated \$25,000, \$5,000 to each supervisorial district, to

allow Board members to support community service programs. The Board directed County Counsel to provide guidelines on how to recommend funding for qualifying agencies or programs. The guidelines are as follows:

- 1) Each supervisor must submit the proposed expenditure to the County Counsel and the Auditor/Controller for initial review.
- 2) The Board must approve the expenditure by a majority vote.
- 3) The Board must determine that the expenditure is for a public purpose.
- 4) The Board may authorize an expenditure of public funds to a nonprofit organization so long as the County retains ultimate control over the exercise of judgment and discretion of the intended program.
- 5) To ensure accountability, all expenditures are subject to periodic audit by the Auditor/Controller; and
  - a) If the recipient provides an activity, program or service ("activity"), it shall provide an activity report within 30 days of the activity that states the number of persons attending (if applicable) or participating activities carried out, feedback from participants (if applicable) and benefits of the activity. The recipient's failure to provide a report may result in its being considered ineligible for future funding.
  - b) If the recipient is purchasing property or making improvements, it shall use the funds for only the specified purposes and allow representatives of the county to inspect and/or audit the purchase or the contractor's performance, the facility or the portion improved with the funds and/or the records pertaining to the expenditures. The recipient shall retain for inspection and audit purposes any and all books, receipts, documentation and other records of the expenditures for three (3) years from date of receiving funds.

**FINANCIAL IMPACT:**

This expenditure is included in the District 5 FY2019/20 Adopted Budget. The costs associated with preparing the agenda item are nominal and absorbed by the District 5 FY2019/20 Adopted Budget.

**ALTERNATIVES:**

The Board could choose not to authorize this expenditure. However, this is not recommended as this item is consistent with Board policy.

**OTHER AGENCY INVOLVEMENT:**

This report was prepared in coordination with the County Administrator's Office, County Auditor-Controller's Office and County Counsel.



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	7	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Miscellaneous	<b>Department:</b>	County Counsel
<b>File #:</b>	20-127	<b>Contact:</b>	Lee Axelrad, 784-6157
<b>Agenda date:</b>	02/25/2020	<b>Final Action:</b>	
<b>Title:</b>	Approve conflict of interest code amendments for the Vallejo Flood and Wastewater District		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Summary of Revisions and Supporting Documents		

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

### **DEPARTMENTAL RECOMMENDATION:**

County Counsel recommends that the Board of Supervisors approve the amended Conflict of Interest Code for the following Local Agency:

- 1) Local agency: Vallejo Flood and Wastewater District

### **SUMMARY/ DISCUSSION:**

Under the Political Reform Act, public agencies are required to adopt conflict of interest codes designating individuals subject to the Act's reporting requirement. The Act requires that each public agency with a Conflict of Interest Code review and update its code at a minimum in even-numbered years under Government Code section 87306.5, and also as needed by changed circumstances under Government Code section 87306. When amendments to the Conflict of Interest Codes are necessary, the agency is responsible for submitting a revised Conflict of Interest Code to its reviewing agency. The Board of Supervisors is the reviewing body for the County entities and designated local entities listed above, under Government Code section 87303.

The Vallejo Flood and Wastewater District has reviewed and revised their Conflict of Interest Code and submitted it for Board of Supervisors approval under the provisions of the Political Reform Act relating to Conflict of Interest Codes, Government Code section 87300 et seq.

The Office of County Counsel in conjunction with the Office of Registrar of Voters has attached a summary of revisions and supporting documents from the agency.

### **FINANCIAL IMPACT:**

There is no fiscal impact associated with approve of the Conflict of Interest Code amendments.

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

**ALTERNATIVES:**

The Board can disapprove the amended Conflict of Interest Code. However, this option is not recommended because 1) the Government Code requires the review of the Conflict of Interest Codes and submission of amendments to the Board; and 2) the amendments are appropriate.

**OTHER AGENCY INVOLVEMENT:**

The affected designated local agency listed above was involved in reviewing their Conflict of Interest Code and submitting their revisions for approval to the Board of Supervisors through the Registrar of Voters with review by the County Counsel's Office.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



**LOCAL AGENCIES — REVISED CONFLICT OF INTEREST CODES**  
**February 2020**

LOCAL AGENCY	SUMMARY OF ADOPTED/ PROPOSED REVISIONS
<b>A-1 Vallejo Flood and Wastewater District</b>	<ul style="list-style-type: none"><li>• Deleted Positions:<ul style="list-style-type: none"><li>▪ Commission Members</li><li>▪ District Clerk</li><li>▪ Trustee</li><li>▪ Finance Director</li><li>▪ District Manager</li></ul></li><li>• Added Positions:<ul style="list-style-type: none"><li>▪ Associate Engineer</li><li>▪ Assistant Field Operations Superintendent</li><li>▪ Director of Administration/Clerk of the Board</li><li>▪ District Legal Counsel (Consultant)</li><li>▪ Engineering Supervisor</li><li>▪ Environmental Specialist</li><li>▪ Facilities Maintenance Superintendent</li><li>▪ Finance Supervisor</li></ul></li><li>• Renamed Positions:<ul style="list-style-type: none"><li>▪ Consultants, changed to Consultant/New Positions</li><li>▪ Director of Engineering, changed to Director of Engineering/District Engineer</li><li>▪ Human Resources Services Administrator, changed to Human Resources Director</li></ul></li></ul>



## VALLEJO FLOOD AND WASTEWATER DISTRICT

*Wastewater. Stormwater. Floodwater.*

### CONFLICT OF INTEREST CODE, APPENDIX A

*Amended: September 11, 2018, Resolution 2018-5878*

The Political Reform Act, Government Code sections 81000 et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations, section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Accordingly, the terms of Title 2 California Code of Regulations, section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference. This regulation and the attached Appendix A, designating the officials and employees and the disclosure categories, shall constitute the conflict of interest code of the Vallejo Flood and Wastewater District (the "District")

District Officials who manage public investments, as defined by Title 2 California Code of Regulations, section 18700.3 are not subject to this Conflict of Interest Code because they must file under Government Code section 87200 et seq. These positions are listed for informational purposes only<sup>1</sup>.

- Each Member of the Board of Trustees
- District Manager
- Finance Director

Designated positions required to submit a Statement of Economic Interests shall file the statement with the Clerk of the Board, who will then make the statements available for public inspection and reproduction (Government Code section 81008). This includes the statements filed pursuant to Government Code section 87200 et seq.

The District Manager and each member of the Board of Trustees shall file electronically with Solano County, using the County's eDisclosure filing system, pursuant to Government Code section 87500(k).

Any filer required to disqualify themselves shall give notice of disqualification to the Clerk of the Board, to his or her immediate supervisor, and department manager. Such notice shall be in writing and shall be made part of the official records of the Clerk of the Board. The filer shall then refrain from participation and shall attempt in no way to use his or her official position to influence any other person with respect to the matter.

<sup>1</sup> Individuals holding one of the listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code section 87200 et seq.

*Revised*

## LIST OF DESIGNATED EMPLOYEES

Individuals holding the following positions must file a Statement of Economic Interests (Form 700).

Classification	Disclosure Categories
Assistant Field Operations Superintendent	2
Associate Engineer	2, 3, 4
Consultant /New Positions	1, 4 *
Director of Administration/Clerk of the Board	2
Director of Engineering/District Engineer	2, 3, 4
Director of Plant Operations & Facilities Maintenance	2
Director of Safety and Risk Management	2
District Legal Counsel (Consultant)	1, 4
Engineering Supervisor	2, 3, 4
Environmental Services Director	2, 3, 4
Environmental Specialist	2, 3, 4
Facilities Maintenance Superintendent	2
Field Operations Superintendent	2
Finance Supervisor	2
Human Resources Director	2

\* Individuals providing services as a Consultant as defined in Title 2 California Code of Regulations sections 18700.3 and 18734, or in a new position as defined in Regulation 18734 that make or participate in making governmental decisions shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The District Manager (or designee) may determine in writing that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement.

- a. Not later than ten (10) days after an authorized District representative has signed a consultant contract, the department manager (or designee) shall submit to the Clerk of the Board, a completed Fair Political Practices Commission Form 805 (Agency Report of Consultants), or subsequent form, which identifies the consultant and disclosure categories. The District Manager (or designee) will review the department's recommendation and make the final determination. The District Manager (or designee) determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.
- b. Not later than ten (10) days after the final approval of a newly created position, the department manager (or designee) shall submit to the Clerk of the Board, a completed Fair Political Practices Commission Form 804 (Agency Report of New Positions), or subsequent form, which identifies the classification and disclosure categories. The District Manager (or designee) will review the department's recommendation and make the final determination. The District Manager (or designee) determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## **APPENDIX B**

### **DISCLOSURE CATEGORIES**

The disclosure categories listed below identify the types of investments, sources of income or real property which the Designated Employees must disclose for each category to which the position is assigned.

1. All investments, business positions in business entities, and sources of income including gifts, loans and travel payments from sources that do business or own real property in the District, plan to do business or own real property in the District within the next year or have done business or owned real property in the District within the past two (2) years.
2. All investments, business positions in business entities, and sources of income including gifts, loans and travel payments from sources that provide goods, services, including consulting services, facilities, equipment, machinery, vehicles, or any leased facilities of the type used by the Designated Employee's department.
3. All investments, business positions in business entities, and sources of income, including gifts, loans and travel payments from sources that are subject to the regulatory or permitting authority of the Designated Employee's department.
4. All interests in real property which are located in whole or in part within, or not more than, two (2) miles outside of the jurisdiction of the District.

### **FURTHER INFORMATION AND INSTRUCTIONS**

Further information and instructions regarding the Statement of Economic Interests (Form 700) may be found within Form 700 itself, and the Form 700 Reference Pamphlet, both available at the California Fair Political Practices Commission website: [www.fppc.ca.gov](http://www.fppc.ca.gov)



## VALLEJO FLOOD AND WASTEWATER DISTRICT

*Wastewater, Stormwater, Floodwater.*

### CONFLICT OF INTEREST CODE, -APPENDIX A

*Last Adopted/Amended: July 14, 2016/September 11, 2018, Resolution 2018-6-5777*

The Political Reform Act, Government Code sections 81000 et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations, section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference by state and local government agencies, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Accordingly, the terms of Title 2 California Code of Regulations, section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby adopted by the Board of Trustees of the Vallejo Sanitation and Flood Control District as the District's conflict of interest code. The provisions of 2 California Code of Regulations, section 18730, are hereby incorporated by reference. This regulation and the attached Appendix A, designating the officials and employees and the disclosure categories, and, along with the attached Appendix in which members of the Board of Trustees and employees are designated and disclosure categories are set forth, shall constitute the conflict of interest code of the Vallejo Flood and Wastewater District. (the "District")

Designated positions required to submit a Statement of Economic Interests (Form 700) shall file the disclosure statement with the District Clerk, who will then make the statements available for public inspection and reproduction (Government Code section 81008).

District Officials who manage public investments, as defined by Title 2 California Code of Regulations, section 18700.3 are not subject to this Conflict of Interest Code because they must file under Government Code section 87200 et seq. These positions are listed for informational purposes only<sup>1</sup>.

- Each Member of the Board of Trustees
- District Manager
- Finance Director

In addition to the original filing submitted to the District Clerk, the District Manager shall file electronically with Solano County, using the County's eDisclosure filing system. Designated positions required to submit a Statement of Economic Interests shall file the statement with the Clerk of the Board, who will then make the statements available for public inspection and reproduction (Government Code section 81008). This includes the statements filed pursuant to Government Code section 87200 et seq.

The District Manager and each member of the Board of Trustees shall file electronically with Solano County, using the County's eDisclosure filing system, pursuant to Government Code section 87500(k).

<sup>1</sup> Individuals holding one of the listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code section 87200 et seq.

## LIST OF DESIGNATED POSITIONSEMPLOYEES

Individuals holding the following positions must file a Statement of Economic Interests (Form 700).

Classification	Disclosure Categories
Assistant Field Operations Superintendent	2
Consultants*	1, 2, 3, 4
Commission Members	1, 2, 3, 4
Associate Engineer	2, 3, 4
Consultant /New Positions	1, 4 *
Director of Administration/Clerk of the Board	2
Director of Engineering/District Engineer	2, 3, 4Full Disclosure
Director of Plant Operations & Facilities Maintenance	2Full Disclosure
Director of Safety and Risk Management	2Full Disclosure
District Clerk	Full Disclosure
District Legal Counsel (Consultant)	1, 4
Consultant /New Positions*	
District Manager **	Full Disclosure
Engineering Supervisor	2, 3, 4
Environmental Services Director	2, 3, 4Full Disclosure
Environmental Specialist	2, 3, 4
Facilities Maintenance Superintendent	2
Field Operations Superintendent	2Full Disclosure
Finance Supervisor	2
Finance Director/Treasurer	Full Disclosure
Human Resources Services Administrator/Director	2Full Disclosure

\* The California Fair Political Practices Commission defines "consultant" as an individual who contracts with or whose employer contracts with state or local government agencies and who makes, participates in making, or acts in a staff capacity for making governmental decisions. (2 California Code of Regulations sections 18700.3, 18734.).

\*\* The District Manager is also required to file with Solano County pursuant to Government Code section 87500(k)(1).

\* Individuals providing services as a Consultant as defined in Title 2 California Code of Regulations sections 18700.3 and 18734, or in a new position as defined in Regulation 18734 that make or participate in making governmental decisions shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The District Manager (or designee) may determine in writing that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement.

- a. Not later than ten (10) days after an authorized District representative has signed a consultant contract, the department manager (or designee) shall

submit to the Clerk of the Board, a completed Fair Political Practices Commission Form 805 (Agency Report of Consultants), or subsequent form, which identifies the consultant and disclosure categories. –The District Manager (or designee) will review the department's recommendation and make the final determination. The District Manager (or designee) determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

- b. Not later than ten (10) days after the final approval of a newly created position, the department manager (or designee) shall submit to the Clerk of the Board, a completed Fair Political Practices Commission Form 804 (Agency Report of New Positions), or subsequent form, which identifies the classification and disclosure categories. The District Manager (or designee) will review the department's recommendation and make the final determination. The District Manager (or designee) determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## **APPENDIX B**

### **DISCLOSURE CATEGORIES**

The disclosure categories listed below identify the types of investments, sources of income or real property which the Designated Employees must disclose for each category to which the position is assigned.

1. ~~4.~~ All investments, business positions in business entities, and sources of income including gifts, loans and travel payments from sources that do business or own real property in the District, plan to do business or own real property in the District within the next year or have done business or owned real property in the District within the past two (2) years.
2. ~~2.~~ All ~~investments~~, business positions in business entities, and sources of income including gifts, loans ~~and~~ travel payments from sources that provide goods, services, including consulting services, facilities, equipment, ~~or~~ machinery, vehicles, or any leased facilities of the type used by the ~~d~~Designated Eemployee's department. ~~in business entities, and the income and assets of business entities and trusts (Form 700, Schedules A-1 and A-2)~~
- ~~1.~~ located within the geographical boundaries of the District, or which do business with, plan to do business with, or have within the previous two years done business with the District, or whose economic position may be affected by the decisions or recommendations of the consultant.
3. All investments, business positions in business entities, and sources of income, including gifts, loans and travel payments from sources that are subject to the regulatory or permitting authority of the Designated Employee's department.

4. All interests in real property which are located in whole or in part within, or not more than, two (2) miles outside of the jurisdiction of the District.

~~2. Income, loans and business positions (Form 700, Schedule C) where the source of income or loan, or the company with which the consultant holds a business position, is located within the geographical boundaries of the District, does business with, plans to do business with, or has within the previous two years done business with the District, or whose economic position may be affected by the decisions or recommendations of the consultant.~~

~~3. Gifts (Form 700, Schedule D) where the source of the gift is located within the geographical boundaries of the District, does business with, plans to do business with, or has within the previous two years done business with the District, or whose economic position may be affected by the decisions or recommendations of the consultant.~~

~~4. Travel payments, advances or reimbursements (Form 700, Schedule E) where the source of the payment, advance or reimbursement is located within the geographical boundaries of the District, does business with, plans to do business with, or has within the previous two years done business with the District, or whose economic position may be affected by the decisions or recommendations of the consultant.~~

#### **FURTHER INFORMATION AND INSTRUCTIONS**

Further information and instructions regarding the Statement of Economic Interests (Form 700) may be found within Form 700 itself, and the Form 700 Reference Pamphlet, both available at the California Fair Political Practices Commission website: [www.fppc.ca.gov](http://www.fppc.ca.gov)



Any filer required to disqualify themselves shall give notice of disqualification to the Clerk of the Board, to his or her immediate supervisor, and department manager. Such notice shall be in writing and shall be made part of the official records of the Clerk of the Board. The filer shall then refrain from participation and shall attempt in no way to use his or her official position to influence any other person with respect to the matter.



## VALLEJO SANITATION & FLOOD DISTRICT CONFLICT OF INTEREST CODE APPENDIX A

Last Adopted: July 14, 2016, Resolution 2016-5777

The Political Reform Act, Government Code sections 81000 et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations, section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference by state and local government agencies, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Accordingly, the terms of 2 California Code of Regulations, section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby adopted by the Board of Trustees of the Vallejo Sanitation and Flood Control District as the District's conflict of interest code. The provisions of 2 California Code of Regulations, section 18730, are hereby Incorporated by reference and, along with the attached Appendix in which members of the Board of Trustees and employees are designated and disclosure categories are set forth, constitute the conflict of interest code of the District.

Designated positions required to submit a Statement of Economic Interests (Form 700) shall file the disclosure statement with the District Clerk, who will then make the statements available for public inspection and reproduction (Government Code section 81008). In addition to the original filing submitted to the District Clerk, the District Manager shall file electronically with Solano County, using the County's eDisclosure filing system.

### LIST OF DESIGNATED POSITIONS

Individuals holding the following positions must file a Statement of Economic Interests (Form 700).

Classification	Disclosure Categories
Consultants*	1, 2, 3, 4
Commission Members	1, 2, 3, 4
Director of Engineering	Full Disclosure
Director of Plant Operations & Facilities Maintenance	Full Disclosure
Director of Safety and Risk Management	Full Disclosure
District Clerk	Full Disclosure
District Manager **	Full Disclosure
Environmental Services Director	Full Disclosure
Field Operations Superintendent	Full Disclosure
Finance Director/Treasurer	Full Disclosure
Human Resources Services Administrator	Full Disclosure
Trustee	Full Disclosure

Original

**RESOLUTION 2018-5878**

**RESOLUTION TO APPROVE REVISIONS TO THE DISTRICT'S CONFLICT OF INTEREST CODE, DESIGNATING POSITIONS AND DISCLOSURE REQUIRED FOR STATEMENTS OF ECONOMIC INTERESTS FORM 700**

**WHEREAS**, the Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes;

**WHEREAS**, the Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations §18730, containing the terms of a standard conflict of interest code which can be incorporated by reference by state and local government agencies and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act;

**WHEREAS**, the District Board of Trustees adopted a Conflict of Interest Code in 1976, and it has subsequently been amended to incorporate the terms contained in 2 Cal. Code Regs. §18730;

**WHEREAS**, Government Code §87306.5 requires the District to conduct a biennial review of the District's Conflict of Interest Code and to amend the same if circumstances warrant; and

**WHEREAS**, District staff and legal counsel have reviewed the Code and found several amendments are required.

**IT IS THEREFORE, RESOLVED**, by the Board of Trustees of Vallejo Flood and Wastewater District that the Conflict of Interest Code has been reviewed and amendments are necessary, and

**BE IT FURTHER RESOLVED**, that the District Manager shall notify the Solano County Board of Supervisors of the amendments to the Code, and

**BE IT FURTHER RESOLVED**, that employees and other persons designated in the Conflict of Interest Code shall file the appropriate Statements of Economic Interests (Form 700) with the District, which will make the statements available for public inspection and copying pursuant to Government Code §81008.

**ADOPTED** by the Board of Trustees of the Vallejo Flood and Wastewater District on the 11<sup>th</sup> day of September, 2018 by the following vote:

<b>AYES:</b>	President Sampayan; Trustees Dew-Costa, Hannigan, Malgapo, McConnell, Miessner, Sunga and Verder-Aliga
<b>NOES:</b>	None
<b>ABSENT:</b>	None
<b>ABSTAIN:</b>	None

**WITNESS** my hand and the Seal of said District this 11<sup>th</sup> day of September, 2018.

  
\_\_\_\_\_  
**HOLLY M. CHARLEY**  
Clerk of the Board



District Manager  
Melissa Morton

September 11, 2018

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**BOARD COMMUNICATION**

Consent Item No. 6D

**TO: THE HONORABLE PRESIDENT AND BOARD OF TRUSTEES**

**FROM: MELISSA MORTON, DISTRICT MANAGER**  
**HOLLY M. CHARLEY, DIRECTOR OF ADMINISTRATION/CLERK OF THE BOARD**

**SUBJECT: 2018 CONFLICT OF INTEREST CODE BIENNIAL REVIEW**

**BACKGROUND AND DISCUSSION**

The Political Reform Act (Government Code §81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission (FPPC) has adopted a regulation (2 California Code of Regulations §18730) containing the terms of a standard conflict of interest code, which can be incorporated by reference by state and local government agencies.

The District adopted a Conflict of Interest Code in 1976. The Code has since been amended to incorporate the terms contained in 2 Cal. Code Regs. §18730. The current Code continues the practice of incorporating the standard terms but customizes the Code for positions within the District that meet the requirements to file.

Legal Counsel and District staff have reviewed the District's Conflict of Interest Code and determined that there are significant changes necessary. This includes revisions to disclosure categories to ensure designated positions are only disclosing information that is relevant to the responsibilities of their position; the designation of several additional positions upon review of job descriptions and level of decision making authority; and revisions to existing filers' disclosure requirements to better align with the responsibilities of the positions.

It was determined that the position of Finance Director/Treasurer, District Manager and members of the Board of Trustees are required to file pursuant to Government Code section 87200, as positions that manage the District's public investments. This change has been indicated in the revisions, however at this time, the FPPC has advised the District to retain the original filings, therefore there is no change from the current practices of these filings being submitted to the Clerk of the Board and retained by the District.

In addition, it was determined that members of the Board of Trustees should be filing with the District's code reviewing body (Solano County), pursuant to Government Code section 87500(k). This requires the head of agency (the District Manager, who is currently filing with the County) and members of Boards or Commissions not under the direction of another legislative body to file with their code reviewing body. This will require Trustees to file using eDisclosure, the County's electronic filing system.

The District has also identified the need for clarification in the practice of reviewing consultant contracts to determine if the scope of services requires the filing of the Statement with the District. To ensure this practice occurs regularly, language has been added to use the Fair Political Practices Commission Form 805 (Agency Report of Consultants) to ensure accuracy and transparency.

Finally, to ensure transparency, language has been added to provide direction to designated positions on the process to adhere to should they determine they have a conflict and need to refrain from participating or influencing a decision.

Upon approval of the Board, the District will submit the revised Code to the Solano County Board of Supervisors, the designated code reviewing body for approval. Once approval has been received, then the changes will become effective and put into practice.

#### RECOMMENDATION

Review and approve the revisions to the District's Conflict of Interest Code.

#### ALTERNATIVES CONSIDERED

None

#### ENVIRONMENTAL REVIEW

None

#### FISCAL IMPACT

None

#### PROPOSED ACTION

Adopt a resolution to approve revisions to the District's Conflict of Interest Code, designating the positions and disclosure required for the Statements of Economic Interests Form 700.

#### DOCUMENTS ATTACHED

- A. Resolution
- B. Conflict of Interest Code (Redline)
- C. Conflict of Interest Code (Clean)

#### CONTACT PERSON

Holly M. Charléty, Director of Administration/Clerk of the Board, (707) 644-8949 ext. 1102



(707) 644-8949 (Admin)  
(707) 644-8976 (Billing)  
VallejoWastewater.org  
450 Ryder Street  
Vallejo, CA 94590

Board of Trustees

Bob Sampayan

Pippin Dew-Costa

Erin Hannigan

Jess Malgapo

Robert McConnell

Katy Miessner

Hermie Sunga

Rozzana Verder-Aliga

District Manager

Melissa Morton

February 6, 2018

**VALLEJO SANITATION AND FLOOD CONTROL DISTRICT NAME  
CHANGE**

To whom it may concern:

Please let this letter serve as official notification that our organization has gone through a name change. The following information has been modified:

Agency Name: Vallejo Flood and Wastewater District  
*previously "Vallejo Sanitation and Flood Control District"*

Agency website: [www.vallejowastewater.org](http://www.vallejowastewater.org)  
*previously [www.vsfcd.com](http://www.vsfcd.com)*

Agency email extension: [@vallejowastewater.org](mailto:@vallejowastewater.org)  
*previously [@vsfcd.com](mailto:@vsfcd.com)*

Agency Phone Number: The main number remains the same  
(707) 644-8949

Please note that any 3 digit extensions are no longer active. To inquire about current extensions or direct lines for agency employees, please call the main number listed above.

If you require any additional information in order to update the organization's information, please contact the District Clerk at (707) 652-7808 or [hcharlety@vallejowastewater.org](mailto:hcharlety@vallejowastewater.org).

**VALLEJO FLOOD AND WASTEWATER DISTRICT**

A handwritten signature in black ink, appearing to read "Melissa Morton".

**MELISSA MORTON**  
District Manager

MM/ CG

**Solano County**

**FEB 08 2018**

**Registrar of Voters**



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	8	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Report	<b>Department:</b>	Auditor-Controller
<b>File #:</b>	20-143	<b>Contact:</b>	Denny Cheuk, 784-3057
<b>Agenda date:</b>	02/25/2020	<b>Final Action:</b>	
<b>Title:</b>	Accept the Quarterly Review of the Statement of Assets of the Solano County Treasury as of December 31, 2019		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Treasury Audit Report FY2019-20 Q2		

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

### **DEPARTMENTAL RECOMMENDATION:**

The Auditor-Controller's Office (ACO) recommends the Board of Supervisors accept the Quarterly Review of the Statement of Assets of the Solano County Treasury as of December 31, 2019.

### **SUMMARY AND DISCUSSION:**

Pursuant to Government Code §26920, the County Auditor performs a quarterly review of the Treasurer's Statement of Assets in the County Treasury. The ACO's review is conducted in accordance with the Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The review included (1) counting cash on hand in the County Treasury; (2) verifying the records of the Treasurer and Auditor-Controller (ACO) were reconciled pursuant to Government Code §26905; and (3) issuing a report to the Board of Supervisors in accordance with the Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A review in accordance with the Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants consists primarily of inquiries of staff and analytical procedures applied to financial data. It is substantially less in scope than an examination in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, the ACO does not express such an opinion. All information included in the Statement of Assets is the representation of the Solano County Treasurer.

The ACO is not aware of any material modification that should be made to the Statement of Assets in order for it to be in conformity with accounting principles generally accepted in the United States of America.

### **FINANCIAL IMPACT:**

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

FY2019/20 Adopted Budget.

**ALTERNATIVES:**

The Board of Supervisors could elect not to accept the quarterly review of the Statement of Assets of the Solano County Treasury as of December 31, 2019.

This alternative is not consistent with sound public policy and is therefore not recommended.

**OTHER AGENCY INVOLVEMENT:**

The County Treasurer has reviewed and accepted the report.

The County Administrator's Office has reviewed the report.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



**OFFICE OF THE AUDITOR-CONTROLLER**

**PHYLLIS S. TAYNTON, CPA**  
Auditor-Controller

**SHEILA O. TURGO**  
Assistant Auditor-Controller



**SOLANO**  
**COUNTY**

675 Texas Street, Suite 2800  
Fairfield, CA 94533-6338  
(707) 784-6280  
Fax (707) 784-3420

[www.solanocounty.com](http://www.solanocounty.com)

**Independent Accountant's Review Report**

To the Board of Supervisors  
County of Solano  
Fairfield, California

Pursuant to Government Code §26920, we have reviewed the accompanying Statement of Assets of the Solano County Treasury as of December 31, 2019. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

***Management's Responsibility for the Financial Statement***

Solano County Treasury's management is responsible for the preparation and fair presentation of the Statement of Assets in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

***Accountant's Responsibility***

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the Statement of Assets to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

As required under Government Code §26920, the review also included a physical count of the cash in the Treasury and verification that the records of the County Treasury and the Auditor-Controller's Office are reconciled in accordance with Government Code §26905.

***Accountant's Conclusion***

Based on our review, we are not aware of any material modifications that should be made to the Statement of Assets in order for it to be in accordance with accounting principles generally accepted in the United States of America.

***Other Matters***

This report is intended for the information of the Board of Supervisors and the Treasury management. This restriction is not intended to limit the distribution of this report, which is a matter of public record.

Respectfully,



Denny Cheuk, CPA  
Solano County Auditor-Controller's Office, Internal Audit Division  
Fairfield, California  
February 10, 2020

**Solano County Treasury  
Statement of Assets  
December 31, 2019**

**Pooled Cash & Investments:**

Cash on Hand	\$ 1,098,061
Cash in Banks	3,373,725
Money Market & Mutual Funds	
Money Market Funds	125,946,096
Non-Cash Assets	
Accrued Interest and Other Non-Cash Assets	6,813,004
Investments (Fair Value)	
Federal Agency Securities	331,099,097
Treasury Agency Securities	495,891,020
Municipal Bonds	65,057,958
Corporate Securities	269,025,923
Supranational Securities	50,648,834
Total Investments	<u>1,211,722,832</u>
<b>Total Pooled Cash &amp; Investments</b>	<u><b>1,348,953,718</b></u>

**Non-Pooled Cash & Investments:**

Cash and Investment with Fiscal Agents	
Money Market Funds	11,671,459
Public Agency Retirement Services 115 Retirement Trust Fund	
Cash in Money Markets	8,967,256
Non-Cash Assets	111,146
Federal Agency Securities	4,026,770
Treasury Agency Securities	5,000,000
Municipal Bonds	2,635,460
Corporate Securities	10,720,995
Total Public Agency Retirement Services 115 Retirement Trust Fund	<u>31,461,627</u>
<b>Total Non-Pooled Cash &amp; Investments</b>	<u><b>43,133,086</b></u>
<b>Total Cash &amp; Investments</b>	<u><u><b>\$ 1,392,086,804</b></u></u>



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	9	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Notice of Completion	<b>Department:</b>	General Services
<b>File #:</b>	20-140	<b>Contact:</b>	James Bezek, 784-2781
<b>Agenda date:</b>	02/25/2020	<b>Final Action:</b>	
<b>Title:</b>	Approve the Notice of Completion for the Solano County Nut Tree Airport Hangar A Offices and Airport Administration Building Renovation Project located at 301 County Airport Road in Vacaville constructed by Z Squared Construction, Inc in El Dorado Hills; and Authorize the Clerk of the Board to record the executed Notice of Completion		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Notice of Completion, B - Summary of Project Budget, C - Project Location and Photographs		

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

Public Hearing Required? Yes ☐ No ☒

### **DEPARTMENTAL RECOMMENDATION:**

The Department of General Services recommends that the Board:

1. Approve the Notice of Completion (Attachment A) for the Solano County Nut Tree Airport Hangar A Offices and Airport Administration Building Renovation Project located at 301 County Airport Road in Vacaville constructed by Z Squared Construction, Inc in El Dorado Hills; and
2. Authorize the Clerk of the Board to record the executed Notice of Completion

### **SUMMARY:**

In March 2019 the Board awarded a contract to Z Squared Construction, Inc., Eldorado Hills, as the low-bidder to construct the Hangar A Offices and Administration Building Renovation Project located at the Nut Tree Airport. During the course of construction, the quality of work satisfied the requirements of the construction documents and has been deemed code compliant. The Department of General Services is requesting that the Board approve the Notice of Completion for the Project and authorize the Clerk of the Board to record the document in order to release retention funds held by the County.

### **FINANCIAL IMPACT:**

The construction contract with Z Squared Construction, Inc. was for \$1,092,527 and one contract change order was issued in the amount of \$48,148, resulting in a final construction contract of \$1,140,675. The total project soft costs including design fees, permits, project management, and other miscellaneous costs was \$194,529. The Project was completed within the approved appropriation and the total final Project cost was \$1,335,204. Project funding sources included \$487,949 from repurposed General Fund loan proceeds;

financing of \$759,924 through the State of California Department of Transportation (Caltrans) Aeronautics Local Airport Loan Program; and \$87,331 from the Airport Fund.

The Board repurposed General Fund loan proceeds for the Airport from the sale of property to Icon Aircraft for economic development including the Airport office building renovation project. The office building renovations are extending facility useful life and have accommodated aeronautical business growth. The Project budget and expenses are summarized in Attachment B.

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

**DISCUSSION:**

The Project involved renovation of key elements of the Airport Administration Building to extend the useful life of the facility; and remodeling substandard vacant aeronautical offices allowing expansion of the flight school training and business operation space. The Project is one of the implementing actions of the Nut Tree Airport Business Plan (ABP) with the objective of expanding aeronautical commercial operating spaces for the purpose of business growth, airport economic development and to improve long-term airport operating revenue. The Project represents an economic development investment into County facilities at the Airport.

Project improvements involved renovation of 6,200 square feet of building space contained within two adjacent County buildings. See project location and photographs of the completed project in Attachment C. Key elements of the renovation work included remodel of six public restrooms, public lobby areas, and flight planning and meeting spaces. Key improvements also comply with the American Disabilities Act and accessibility standards, installation of building fire alarm systems, new and upgraded mechanical equipment and heating/cooling control systems. A reroof of the Airport Administration Building, and upgrades for building/fire code and energy efficiency compliance were also completed. New flooring, ceiling systems and lighting, and building security and safety components for the public and business operators were also upgraded along with new amenities and furnishings within public spaces.

**ALTERNATIVES:**

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

**OTHER AGENCY INVOLVEMENT:**

County Counsel reviewed the recommended Notice of Completion as to form. The Department of Resource Management Building and Safety Division assisted with building plan reviews and compliance and provided building inspection and code compliance services for the Project.

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**

Recorded at request of the  
County of Solano

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

**NOTICE OF COMPLETION**

NOTICE IS GIVEN that the undersigned:

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

Project: Hangar A Offices and Airport Administration Building Project

Address: 301 County Airport Road  
Vacaville, CA 95688

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

Parcel #(s): 0129-240-090

That the contract for the performance of such work was awarded to Z Squared Construction of El Dorado Hills; that said work was completed on December 1, 2019 and was accepted by the Board of Supervisors and said County of Solano on February 25, 2020; and that Z Squared Construction was the contractor; and furthermore, that Liberty Mutual was the surety on the contractor's bonds.

State of California}  
County of Solano}

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

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

Attested:

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

**SUMMARY OF FINAL PROJECT COST AND FUNDING****Airport Office Building Renovations  
301 County Airport Road, Vacaville****Project Cost**

Construction	\$	1,092,527
Change Orders		48,148
Construction Administration & Inspection		72,863
Architectural Design		121,666
<b>Total</b>	<b>\$</b>	<b>1,335,204</b>

**Funding Sources**

Caltrans Loan	\$	759,924
Repurposed General Fund Loan		487,949
Airport Fund		87,331
<b>Total</b>	<b>\$</b>	<b>1,335,204</b>





**Airport Office Remodel Project**



1 2 3 4

A B

EXTERIOR DECK 218

ADMINISTRATION OFFICE 204

OFFICE 216

RECEPTION 202

BREAKROOM 203

OFFICE 213

STORAGE 212

OFFICE 214

RESTROOMS 208, 209

OFFICE 206

WAITING 205

CONFERENCE 109

STORAGE 118

MECH 119

ELV/TELECOM 120

LOBBY 121

1 2 3 4

A B

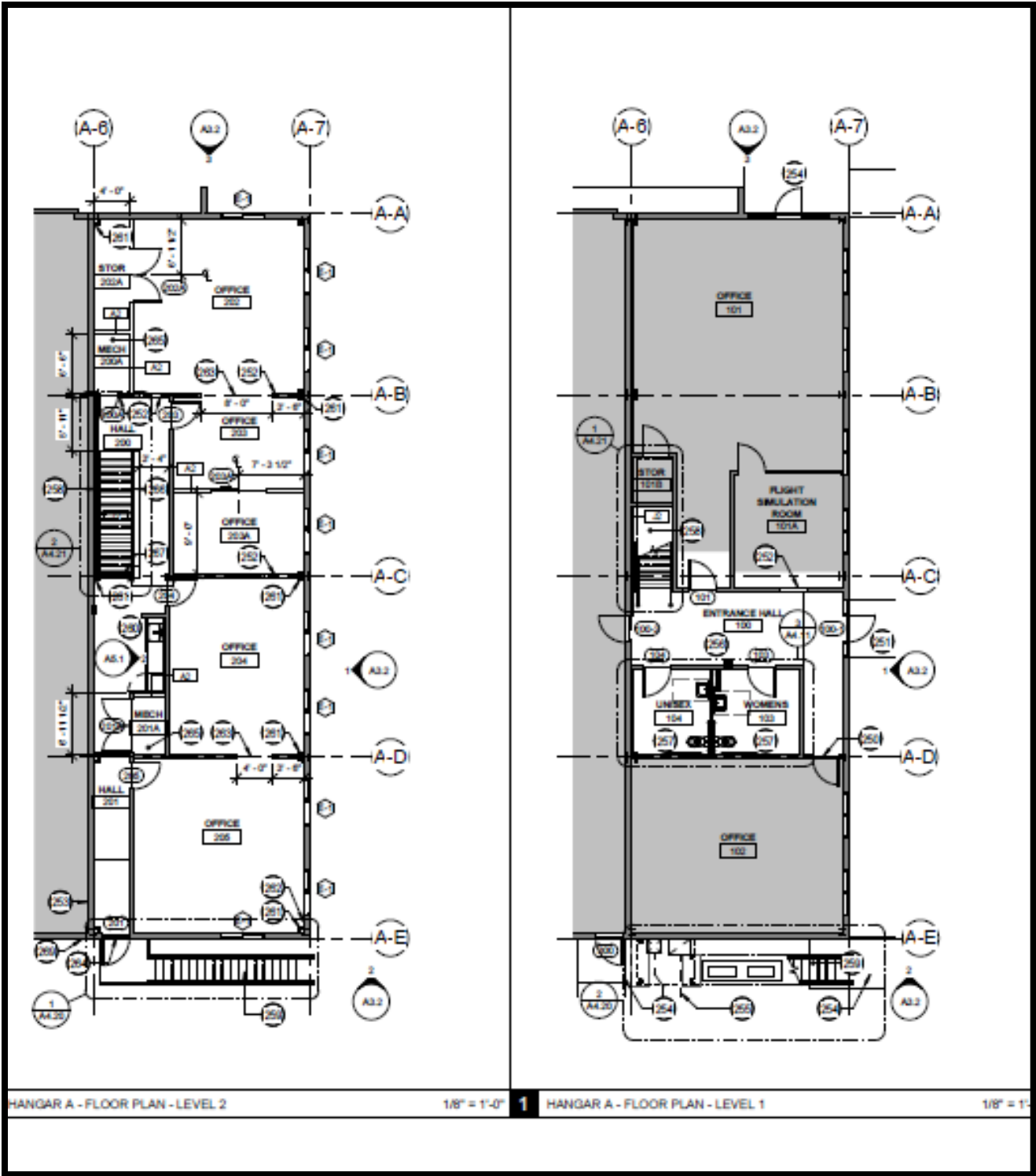
2

ADMINISTRATION BUILDING - FLOOR PLAN - LEVEL 2

1/8" = 1'-0"

NORTH

Building Floor Plans (Hangar A Offices)



















# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	10	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Contract plus Resolution	<b>Department:</b>	Human Resources
<b>File #:</b>	20-157	<b>Contact:</b>	Marc Fox, 784-2552
<b>Agenda date:</b>	02/25/2020	<b>Final Action:</b>	
<b>Title:</b>	Adopt a resolution approving a successor collective bargaining agreement between Solano County and Unit 3 - Law Enforcement Employee represented by Solano County Deputy Sheriff's Association		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Resolution, B - Unit 3 MOU		

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

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

### **DEPARTMENTAL RECOMMENDATION:**

The Director of Human Resources recommends that the Board of Supervisors adopt a resolution approving a successor collective bargaining agreement between the County and Unit 3 - Law Enforcement Employees represented by Solano County Deputy Sheriff's Association (DSA).

### **SUMMARY:**

The County and DSA have an existing collective bargaining agreement which expired December 30, 2019. Representatives from the County and DSA have met and conferred in good faith regarding the terms for the successor collective bargaining agreement. The County and DSA reached a total tentative agreement for the successor collective bargaining agreement, for a term through October 21, 2022. The employees represented by DSA 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 DSA is projected to increase payroll costs by a total of \$4,515,771 based on the terms of the agreement (effective February 25, 2020 through October 21, 2022). Of this total cost, \$259,328 is during Fiscal Year 2019/20, \$952,197 is during Fiscal Year 2020/21, \$1,391,061 is during Fiscal Year 2021/22, and \$1,913,185 is during Fiscal Year 2022/23.

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

### **DISCUSSION:**



Representatives of the County and DSA 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 February 25, 2020 through October 21, 2022.
2. **WAGES:** During Fiscal Year 2019/20 employees receive a three percent (3%) wage increase effective March 8, 2020. Additionally, Deputy Sheriff and Deputy Sheriff (Entry) receive a sixty-nine one hundredths of one percent (0.69%) increase effective March 8, 2020.

During Fiscal Year 2020/21 employees receive a three percent (3%) wage increase effective March 7, 2021.

During Fiscal Year 2021/22 employees receive a two percent (2%) wage increase effective March 6, 2022.

During Fiscal Year 2022/23 employees receive a one percent (1%) wage increase effective August 21, 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 2020, 2021, and 2022. In addition, employees who elect employee plus two or more dependents coverage receive an additional \$50 per month.
4. **CAREER INCENTITIVE PAY:**
  - Effective the pay period following adoption of the MOU - pay for the POST Advanced Certificate will increase from 8% to 9% over rate to which employed.
  - Effective the beginning of 26 pay period following the above increase - POST Advanced Certificate will increase from 9% to 10% over the rate for which employed.
5. **OTHER ITEMS:**
  - Effective July 1, 2020, the County will increase the maximum tuition reimbursement from \$1,100 to \$2,000 per year.

A copy of the collective bargaining agreement is attached. Some minor, non-substantive corrections were made to the collective bargaining agreement by the County and DSA.

#### **ALTERNATIVES:**

The Board of Supervisors could elect to not adopt the collective bargaining agreement between the County and DSA. 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 DSA 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 DSA.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2020 - \_\_\_\_\_

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS  
APPROVING THE MEMORANDUM OF UNDERSTANDING WITH  
UNIT 3 – LAW ENFORCEMENT EMPLOYEES, SOLANO COUNTY  
DEPUTY SHERIFF’S ASSOCIATION**

**Whereas**, Solano County Sheriff’s Deputy Sheriff’s Association represents the employees in Bargaining Unit 3 – Law Enforcement Employees within the County; and

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

**Whereas**, the County of Solano and the Association, having met and conferred in good faith reached a total tentative agreement on successor collective bargaining agreement for Unit 3 – Law Enforcement Employees; and

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

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

1. Approve the Memorandum of Understanding with Solano County Deputy Sheriff Association for Unit 3 – Law Enforcement Employees; 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 February 25, 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**

**For**

**Solano County Deputy Sheriff's  
Association  
Unit #3**

**February 25, 2020 through October 21, 2022**

**MEMORANDUM OF UNDERSTANDING**  
**Unit #3, Law Enforcement Employees**

**TABLE OF CONTENTS**

<b>1.</b>	<b>RECOGNITION .....</b>	<b>5</b>
1.1	Union Recognition .....	5
1.2	County Recognition .....	5
1.3	Release Time.....	6
<b>2.</b>	<b>TERM.....</b>	<b>6</b>
<b>3.</b>	<b>UNION SECURITY AND RIGHTS .....</b>	<b>6</b>
<b>4.</b>	<b>COUNTY MANAGEMENT RIGHTS .....</b>	<b>8</b>
<b>5.</b>	<b>SALARIES.....</b>	<b>9</b>
5.1	Salary Ranges and Pay Date .....	9
5.2	Pay for New Employees.....	9
5.3	Salary Upon Reemployment .....	9
5.4	Merit Increases within Grade.....	10
5.5	Salary Upon Promotion.....	11
5.6	Salary Upon Transfer .....	11
5.7	Salary Upon Demotion .....	12
5.8	Salary Upon Reclassification .....	12
5.9	Longevity Pay .....	13
5.10	Working Out of Class .....	14
5.11	Changes in Salary Allocation.....	14
5.12	Overpayment / Underpayment.....	14
<b>6.</b>	<b>BENEFITS.....</b>	<b>16</b>
6.1	Medical Insurance .....	16
6.2	Retiree Medical Insurance .....	16
6.3	Cafeteria Plan.....	17
6.4	Dental Insurance .....	18
6.5	Vision Insurance .....	19
6.6	Life Insurance .....	19
6.7	Deferred Compensation .....	20
6.8	Short Term Disability Insurance .....	20
6.9	Long Term Disability Insurance .....	20
6.10	Retirement.....	20
6.11	Social Security and Medicare .....	22
6.12	Tuition Reimbursement Program.....	23
6.13	Uniform Allowance .....	25
6.14	Personal Effects Damage Reimbursement.....	26
6.15	Limited Extra Help Benefits .....	27

<b>7.</b>	<b>WORKERS' COMPENSATION .....</b>	<b>28</b>
7.1	Workers' Compensation .....	28
7.2	Temporary Modified Duty Assignments .....	29
<b>8.</b>	<b>INCENTIVES AND DIFFERENTIALS.....</b>	<b>30</b>
8.1	Bilingual Pay.....	30
8.2	Call Back and Standby Pay Differential .....	31
8.3	Shift Differential .....	32
8.4	Court Time .....	32
8.5	Career Incentive .....	32
8.6	Field Training Officer Differential .....	33
8.7	Canine Compensation .....	33
<b>9.</b>	<b>VACATION.....</b>	<b>34</b>
<b>10.</b>	<b>SICK LEAVE .....</b>	<b>36</b>
<b>11.</b>	<b>LEAVE CONTRIBUTION PROGRAM.....</b>	<b>38</b>
11.1	Eligibility for Leave Contribution Program.....	38
11.2	Benefits of the Leave Contribution Program .....	38
11.3	Guidelines for Donation of Leave Credits to the Leave Contribution Program .....	39
<b>12.</b>	<b>BEREAVEMENT LEAVE .....</b>	<b>39</b>
<b>13.</b>	<b>OTHER LEAVES .....</b>	<b>40</b>
13.1	Maternity Leave .....	40
13.2	Family and Medical Leave.....	40
13.3	Jury Duty.....	40
13.4	Time Off for Blood Donation .....	41
13.5	Time Off for Promotional Examination.....	41
13.6	Military Leave of Absence.....	41
13.7	Leave of Absence Without Pay.....	41
<b>14.</b>	<b>HOLIDAYS .....</b>	<b>43</b>
14.1	Eligibility for Holidays .....	43
14.2	Holiday Compensation.....	43
14.3	Holidays .....	43
<b>15.</b>	<b>PROBATIONARY PERIOD .....</b>	<b>45</b>
15.1	Probationary Period .....	45
15.2	Rejection of Employee During the Probationary Period .....	46
<b>16.</b>	<b>LAYOFF .....</b>	<b>47</b>
<b>17.</b>	<b>This Section Reserved for Expansion.....</b>	<b>47</b>

<b>18. DISCIPLINARY ACTION .....</b>	<b>47</b>
18.1 Discipline Defined .....	47
18.2 Disciplinary Action Procedure.....	47
18.3 Disciplinary Action Appeal Process – Appeal to the Civil Service Commission .....	48
18.4 Disciplinary Action Appeal Process – Not to the Civil Service Commission.....	48
<b>19. GRIEVANCES.....</b>	<b>49</b>
19.1 Grievance Definition.....	49
19.2 Grievance Purpose .....	49
19.3 Grievance Steps .....	50
19.4 Grievance Timelines .....	52
19.5 Scope of Grievance Decisions .....	52
19.6 Compensation Complaints .....	52
19.7 County Code and Civil Service Commission .....	53
<b>20. HOURS OF WORK AND OVERTIME.....</b>	<b>53</b>
20.1 Hours of Work .....	53
20.2 Overtime .....	55
20.3 Assignment Rotation.....	56
<b>21. NO STRIKE / NO LOCKOUT .....</b>	<b>59</b>
<b>22. OTHER PROVISIONS .....</b>	<b>59</b>
22.1 Conflict of Interest .....	59
22.2 Personnel Files .....	60
22.3 Joint Labor Management Committee.....	60
<b>23. SEVERABILITY .....</b>	<b>60</b>
<b>24. SCOPE OF AGREEMENT .....</b>	<b>61</b>
<b>Appendix A .....</b>	<b>63</b>
<b>Appendix B.....</b>	<b>64</b>
<b>Appendix C .....</b>	<b>65</b>
<b>Appendix D .....</b>	<b>65</b>
<b>Side Letter of Agreement #1.....</b>	<b>64</b>

**MEMORANDUM OF UNDERSTANDING**  
**Unit #3, Law Enforcement Employees**

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

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

The legal relationship between the Solano County Deputy Sheriff's Association ("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**

Solano County recognizes the Solano County Deputy Sheriff's Association, (hereinafter designated as "Union") as the exclusive bargaining organization for all permanent full and permanent part-time employees in the following unit:

**Unit #3 – Law Enforcement Employees**

Classifications represented under this Agreement are identified in **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.



### 1.3 Release Time

The County agrees to provide a reasonable amount of release time for designated officers and representatives of the Union, with the Director of Human Resources' or his/her designee's approval, to engage in meet and confer/consult sessions with official representatives of the County.

## **2. TERM**

This Memorandum of Understanding will be in effect the later of December 31, 2019 or on the date it is adopted by the Board of Supervisors except those provisions that have been assigned other effective dates and will remain in effect to and including October 21, 2022.

## **3. UNION SECURITY AND RIGHTS**

### 3.1

3.1 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.

### 3.2

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.

### 3.3

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).

### 3.4

Dues deductions shall be made to the extent that net pay is available after mandatory deductions have been made from the gross pay of any pay period. Mandatory deductions include PERS, State and Federal Taxes, F.I.C.A., garnishments, etc.

### 3.5

Dues deduction shall not be retroactive

### 3.6

The County will not deduct any Union fines, penalties, or special assessments from the pay of any employees.

### 3.7

It shall be the sole responsibility of the Union to procure and enforce payroll deductions of dues from Unit employees, and to see that the certified list is properly completed and delivered to the County Payroll Bureau of the Auditor- Controller's Office.

- 3.8 The County will provide a list of employees newly hired into regular positions to the Union on at least a monthly basis.
- 3.9 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 section. The Union shall promptly refund to the County any funds received in accordance with this agreement, which are in excess of the amount of dues, which the County has agreed to deduct.
- 3.10 Human Resources New Employee Orientation
1. A representative of the Recognized Employee Organization (Union) shall be permitted twenty (20) minutes to meet with employees of the bargaining unit at the beginning of the New Employee Orientation conducted by Human Resources (HR).
  2. The County shall advise the employee organization of the dates and times at which the 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.

#### **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 to 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 just 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 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 meeting and conferring in advance with management representatives about the practical consequences that decisions 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 re-employed in the same class or in a lower class in the same series, within two (2) years, may upon the request or the head of the department in which they are being re-employed 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 re-employed 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. Advancement within a salary range is not automatic for merely completing a specific period of service but rather based on merit as documented on a performance evaluation form prescribed the Director of Human Resources or his/her designee. The merit increase shall consist of one step on the salary schedule for the class.

A performance evaluation must be submitted within six (6) pay periods following the employee's performance evaluation eligibility date. If the supervisor fails to render a performance evaluation within the specific timeframe, then the employee shall receive, if available, a salary step increase.

The merit increase eligibility dates for all employees hired or promoted into classifications in this unit, shall be the first day of the pay period following completion of 26 full pay periods as indicated in the chart below.

After	26 Pay Periods	26 Pay Periods	26 Pay Periods	26 Pay Periods
Salary Range Steps	2	3	4	5

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

The granting of any leave of absence without pay, other than military leave, or workers' compensation, exceeding seven (7) consecutive calendar days in a pay period shall cause the merit increase eligibility date to be deferred by an amount equal to the number of pay periods during which the employee was on the leave-of-absence without pay.

In addition to the above provision, and as an exception to **Section 12.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, except for administrative leave with pay as a result of an investigation, the employee's merit increase eligibility date shall be deferred by an amount equal to the number of full pay periods the employee was off on such leave.

- B. 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.

- C. An overall evaluation of either unacceptable or improvement needed requires a performance re-evaluation no later than seven (7) 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.
- D. Merit Increase Deferral: If, in the department head's (or designee'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 effort at improved performance might be productive, the department head or designee 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 seven (7) 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.
- E. Merit Increase Denial: If in the department head's (or designee's) judgment, the employee's performance is unacceptable or improvement is needed and the employee's performance does not merit a salary increase on the merit increase eligibility date, or after a period of deferment, the merit increase shall be denied until the next evaluation cycle (twenty-six (26) pay periods from the most recent evaluation due date.)
- F. 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 permanent, probationary or limited term employee who is promoted to a position in a class with a higher salary range, shall receive the recruiting salary for the class or such higher amount as would constitute at least a one (1) step increase over the salary received prior to the promotion, not to exceed the top step of the new range. The effective date of all promotions shall coincide with the first day of the pay period.

#### 5.6 Salary Upon Transfer

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

#### 5.7 Salary Upon Demotion

- A. When a permanent 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 new class, whichever is lower. 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 the Memorandum of Understanding.
- B. If a permanent 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 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, reclassification shall be considered to be a promotion.
- 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.

<u>Years of Continuous Regular Service</u>	<u>Effective Date of Salary Change</u>
--	--

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

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 per cent (2.5%) increase in compensation; employees who complete twenty (20) years of continuous full-time service, shall be entitled to an additional two and one-half percent (2.5%) increase in compensation (a total of 5%); employees who complete twenty-five (25) 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 7.5%); 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 (a total of 10%) employees who complete thirty-five (35) years of continuous full-time service, shall be entitled to an additional two and one-half (2.5%) percent increase in compensation (a total of 12.5%), over the rate for the class in which employed.

- A. All employees employed in regular or limited-term part-time positions, shall be entitled to longevity compensation in the same ratio to the longevity compensation received by employees in regular or limited-term full-time positions as the number of hours in the part-time work schedule is to the number of hours in the fulltime work schedule.
- B. Upon qualifying for longevity increase, any further pay increase shall be in the addition to thereto, and not restricted or reduced by reason of the longevity increase.



#### 5.10 Working Out of Class

- A. A working out-of-class assignment occurs when an employee receives a formal, written 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 another vacant position in a higher classification which (a) is specifically allocated to the department, and (b) 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. The employee 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. Such compensation shall begin on the first working day of the third pay period the employee works out-of-class.
- B. 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 but 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 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 a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.
  2. Full payment by personal check, money order, or cashier’s check if total amount of reimbursement exceeds biweekly earnings.
  3. For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
  4. An alternate method mutually agreed upon by the employee and the Auditor-Controller.
- 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 number 7 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 this section. Nor shall the relief available through the grievance procedure be enlarged by or as a result of the provisions of this section.
- I. The provisions of this section apply only to errors involving earnings, over payment, taxes, deductions, and accrued leave. No provision of this section shall preclude the correction or recovery of past errors (overpayments or other losses) which were the result of other matters.
- J. Any disagreement concerning actions taken under this sub-section may be referred to the grievance procedure contained in this MOU.

## **6. BENEFITS**

### **6.1 Medical Insurance**

Regular and limited term employees have the option of becoming members of the Public Employees' Medical and Hospital Care Act ("PEMHCA" or "PERS Health") insurance program. The County's monthly contribution to provide health insurance benefits for the individual employee and the employee's eligible dependents shall be adjusted in accordance with the Minimum Employer Contribution ("MEC") established by 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 with coverage effective January 1, 2019, the County's contribution to the cafeteria plan will be set at seventy-five percent (75%) of the 2019 PEMHCA Bay Area Kaiser Permanente family rate minus the PEMCHA MEC.

Effective the later of either January 1, 2020, or with coverage effective the 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), but only to a maximum of \$334.58 per month.

An employee who waives health insurance because the employee demonstrates to the County that s/he has alternate health insurance coverage shall receive \$500.00 per month minus the PEMHCA MEC.

A regular or limited term part-time employee shall receive a pro-rata amount of the total sum of the PEMHCA MEC and the cafeteria plan of the full-time employee contribution in proportion to the relationship their basic workweek bears to forty 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 first of the month following adoption of the collective bargaining agreement, an employee enrolled in PEMHCA for "employee plus two or more dependents" shall receive a County contribution of fifty dollars (\$50.00) per month into the Cafeteria Plan. Said employee may use this County contribution for health insurance premium conversion, health care reimbursement account, and/or dependent care reimbursement account. In the absence of a cafeteria plan election form, the County contribution shall be used for health insurance premium conversion. This 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/her HCRA at the end of the plan year or at the end of the grace period, if any, allowed under the County's Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his/her HCRA to obtain reimbursement for otherwise unreimbursed eligible medical expenses.

**Dependent Care Reimbursement Account:** During an annual open enrollment period (normally November), an employee may elect to enter into a salary reduction agreement whereby the County will direct the amount of the salary reduction on a pre-tax basis into the employee's Dependent Care Reimbursement Account ("DCRA"). The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the County's Plan Document. The employee will forfeit all unused funds in his/her DCRA at the end of the plan year or at the end of the grace period, if any, allowed under the County's Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his/her DCRA to obtain reimbursement of eligible dependent care expenses.

#### 6.4 Dental Insurance

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

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

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

## 6.5 Vision Insurance

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

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

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

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

## 6.6 Life Insurance

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

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

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

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

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

#### 6.7 Deferred Compensation

A Deferred Compensation Program as established by the Board of Supervisors is available to all employees employed in regular or limited-term positions. Such programs are hereby incorporated by reference.

To encourage County employee participation in the deferred compensation program, the County will contribute a dollar for dollar match up to a maximum of five dollars (\$5.00) 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

Employees represented by this bargaining unit do not participate in any County sponsored short term 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

A. PERS Contract.

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

B. PEPRA Tier.

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

C. PEPRA Basic Retirement Formula.

For non-safety (miscellaneous) employees required by law to participate in the PEPRA tier, the PEPRA established a pension formula of 2% of pensionable compensation for each qualifying year of service at the normal retirement age of sixty-two (62) 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.

For full safety employees required by law to participate in the PEPRA tier, the



PEPRA established a pension formula of 2.7% of pensionable compensation for each qualifying year of service at the normal retirement age of fifty-seven (57) years. For purposes of this formula, PERS will calculate an eligible retiree's pension based on the average annual pensionable compensation earned by the member during the thirty-six (36) consecutive month period immediately preceding retirement (or date of last separation from service if prior to retirement) or any other period of thirty-six (36) consecutive months during the member's applicable service that the member designates.

D. Disputes Over PEPRA.

If an employee or the 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 **Section 19**, Grievances. If any term of this MOU conflicts with the PEPRA or any amendment thereto, the PEPRA or such amendment will prevail.

E. Pre-PEPRA Tier 1.

The County's contract with the Public Employees' Retirement System provides the Miscellaneous Retirement (2.7% @ age 55) for employees in the bargaining unit who are not required by law to participate in the PEPRA Tier and who are not participants in the formula described in **6.10.F** below.

The County's contract with the Public Employees' Retirement System provides full Safety Retirement (3% @ age 50) for employees in the bargaining unit who are not required by law to participate in the PEPRA Tier and who are not participants in the formula described in **6.10.F** below.

F. Pre-PEPRA Tier 2

The County amended its contract with CalPERS to provide employees hired on or after May 4, 2012 in bargaining unit classifications with a Miscellaneous Retirement formula of 2% @ age 60 in lieu of the 2.7% at 55 formula described in subsection **6.10.E** above. This provision applies to employees who are not eligible under the County's contract with PERS to participate in the pension tier described in paragraph **6.10.E** above and who are not required by law to participate in the PEPRA tier described in paragraph **6.10.C** above.

The County amended its contract with CalPERS to provide employees hired on or after January 17, 2011 in bargaining unit classifications with a full Safety Retirement formula of 3% @ age 55 in lieu of the 3% at 50 formula described in subsection **6.10.E** above. This provision applies to employees who are not eligible under the County's contract with PERS to participate in the pension tier described in paragraph **6.10.E** above and who are not required by law to participate in the PEPRA tier described in paragraph **6.10.C** above.



G. Employee Payment of PERS Member Contributions.

1. PEPRA Member Contributions.

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

2. Non-PEPRA Member Contribution.

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

3. Employee Payment For Pre-PEPRA Formula Enhancement.

The County amended its contract with PERS to provide for the above-referenced pre-PEPRA Tier I retirement formulas. The cost of this benefit was established by PERS. The Parties agreed that such cost would be the responsibility of the employees. The county agreed to allow the employees to pay for that plan enhancement by payroll deduction with the cost amortized over twenty (20) years. That payment will continue to take the form of a percentage deduction made from the paycheck of each employee in the plan, until the above established cost has been recovered. Each year (July) the County will calculate the amount due for the subsequent 26 pay periods, based on the formula presented during negotiations (see **Appendix D**).

H. The parties agree that employees shall share in the PERS employer rate increases for employer rate costs between 16% - 18% as an additional employee deduction. This provision is sunset effective January 1, 2017.

6.11 Social Security and Medicare

Employees represented by this bargaining unit who participate in the non-safety (miscellaneous) PERS plan have coverage under the federal Social Security system. The Social Security system requires contributions by both the employee and the employer in accordance with schedules provided by the federal government.

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

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

## 6.12 Tuition Reimbursement Program

### A. Objectives

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

### B. Eligibility of Employees for Tuition Reimbursement

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 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 Officers Standards and Training.

### C. Policy for Tuition Reimbursement

1. Courses must be job related to the position held. With prior approval, General Education courses required for a job related degree program shall be eligible for reimbursement.
2. Courses must be taken for credit; audited courses will not be reimbursed.
3. Courses must be taken at 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 him/her from attending local courses.
4. Prerequisite courses for eligible courses or courses, which are required for the completion of a specific program, are also eligible for tuition reimbursement. However, reimbursements shall not be made until the appropriate eligible courses have been satisfactorily completed.
5. Courses are not eligible for tuition reimbursement if they:
  - a. Are taken to bring unsatisfactory performance up to an acceptable level.
  - 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.

6. Conventions, workshops, institutes, etc., are not included in the Tuition Reimbursement Program. Departments shall continue to use their conference and convention funds and make their requests in conformance with the policy of the Board of Supervisors.
7. Reimbursement shall be subject to certification by the department concerned that the course of study is directly related to the work of the employee and subject to the approval of the Director of Human Resources.
8. Requests for reimbursement must be approved before the course is undertaken.
9. Reimbursement shall be made only upon presentation of evidence of payment for and successful completion of courses (as evidenced by a grade of "C" or its equivalent) and a satisfactory (standard or above) current performance evaluation.

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 four hundred dollars (\$400). Effective July 1, 2020, the maximum reimbursement that may be received by an employee in one fiscal year shall be two thousand dollars (\$2,000).
  - c. An employee shall be reimbursed for expenses totaling five dollars (\$5.00) or more for a single course. Expenses less than five dollars (\$5.00) for a single course are not reimbursable.
  - d. No employee shall be reimbursed for non-resident fees above the normal resident fees.

E. Procedure for Tuition Reimbursement

1. 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.
2. The employee's department head 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.

3. The Director of Human Resources shall evaluate the request for reimbursement and approve or deny the request.
4. 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 to the Civil Service Commission, which shall make a final decision to approve or deny the request.
5. 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 Department of Human Resources. The employee shall also present evidence of payment of required textbook costs.
6. The department head may require that the employee evaluate the course in writing and forward such evaluation to the Department of Human Resources through normal supervisory channels.
7. Upon being informed of certification by the Department of Human Resources, the Auditor-Controller shall issue a warrant to the employee for reimbursement.

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

The County agrees to provide an annual uniform allowance of \$1200 to Deputy Sheriff classifications for the term of this contract, payable the first full pay period in September. An advance uniform allowance is paid in September for the fiscal year beginning the previous July through the following June. (i.e., In September 2010, the uniform allowance received will be for the fiscal year July 2010 -June 2011). Employees entitled to the uniform allowance who begin their employment with the County after the first full pay period in September will receive their uniform allowance for that fiscal year the next September prorated by the number of pay periods actually worked. (Example: an employee who works 19 out of 26 pay periods in a fiscal year would receive 73% of the uniform allowance for that year). If an employee leaves the County after receiving an advance uniform allowance for that fiscal year, a prorated amount based on the remaining pay periods will be deducted from the terminating employee's last paycheck.

Employees are responsible for the purchase, maintenance, and replacement of their uniforms; uniform shirts, pants, jackets, socks, boots/shoes, Class “A” jacket, Class “A” hat. Uniforms damaged on duty shall be repaired or replaced at the discretion of the Sheriff’s Office.

All law enforcement personnel will be issued safety equipment as listed below:

Body Armor, holster for the departmentally issued weapon, magazine holder for the departmentally issued weapon, Sam Brown belt, belt keeper, handcuffs, handcuff case, PR-24 baton, baton holder, flashlight and radio holder.

Uniforms and safety equipment shall meet departmental specifications and standards of appearance and be in good working order. Employees who leave the County shall return all issued safety gear to their respective department.

The County agrees to provide a \$600 annual equipment allowance to employees in the class of District Attorney Investigator and Welfare Fraud Investigator (Entry) and Welfare Fraud Investigator.

#### 6.14 Personal 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 or District Attorney on whether or not reimbursement is to be made. The final decision will be made at the sole discretion of the department head, as appropriate.

<b><u>Reimbursable Items</u></b>	<b><u>Maximum Amount</u></b>
Sheriff, D.A, or Welfare Fraud approved optional Personal Weapon	\$100.00
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 law enforcement duties only. In no event will an officer be reimbursed if the damage is determined to have been caused by the officer's negligence.

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

#### 6.15 Limited Extra Help Benefits

Extra-help employees shall not receive employee benefits, except as specifically provided in the following sub-sections:

- A. Employees appointed to extra-help positions created with the intent that said positions will become full-time regular positions may, upon approval by the Director of Human Resources, receive up to a maximum of one year accrual, the following benefits granted full-time permanent and probationary employees:
  - 1. Vacation accrual
  - 2. Sick leave accrual
  - 3. Credit for merit increases as provided in this Memorandum of Understanding
- B. Extra help employees in classifications which would have been governed under this collective bargaining agreement if they had been permanent positions, and which later become full-time regular employees under this Memorandum of Understanding may, upon approval by the Director of Human Resources, retroactively to a maximum of one year, receive the following benefits granted full-time permanent and probationary employees:
  - 1. Vacation accrual
  - 2. Sick leave accrual
  - 3. Credit for merit increases as provided in this Memorandum of Understanding
- C. The calculations for the benefits in paragraphs **6.15A** and **6.15B** will be based on the extra help service rendered to a maximum of one year immediately prior to the extra help conversion.

## **7. WORKERS' COMPENSATION**

### **7.1 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 employees.
- B. In lieu of the statutory three (3) days waiting period for temporary disability payments, pursuant to Labor Code section 4652, whenever an employee is compelled by direction of a physician to be absent from duty due to an injury or illness determined to be work related by the County, the employee shall receive full compensation for his/her scheduled workdays and paid holidays falling during the first three (3) days of such absence. Thereafter accrued leave shall be integrated with Worker's Compensation temporary disability benefits pursuant to Section 7.1H.
- C. In accordance with Labor Code 4850, whenever any 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 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 7.1I.
- D. In the event that the County is unable to determine if the injury or illness is work-related, the employee shall use sick leave and upon exhaustion of sick leave may utilize any other accumulated leave benefits. Once the injury or illness is determined to be work-related, leave benefits will be restored in accordance with Section E, above and Labor Code 4850.
- E. 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 who is receiving 4850 temporary disability benefits or Workers' Compensation temporary disability benefits for a maximum of 15 months.
- F. Sick leave and vacation credit shall accrue during any pay period in which the employee is eligible to receive 4850 temporary disability benefits or Workers' Compensation temporary disability benefits.

- G. Up to two (2) hours paid County time off may be used to attend repeat medical appointments due to a work related injury or illness. Such appointments should be scheduled during the employee's off duty hours whenever possible. Sick leave may be used for medical appointments due to work related injuries beyond two hours.
- H. Service credit as provided in this Memorandum of Understanding or in the Personnel and Salary Resolution toward longevity compensation, seniority, and step increase eligibility shall not be affected by any pay period during which an employee received both County paid leave and 4850 temporary disability benefits or workers' compensation temporary disability benefits.
- I. Workers' Compensation temporary disability shall be integrated with accrued County leave as follows:
  - 1. Employees must promptly inform departmental payroll clerks of their workers' compensation temporary disability benefit amount and provide documentation of receipt for which h/she is eligible.
  - 2. Employees' pay, including leave accruals and workers' compensation temporary disability benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay, bilingual differential, and longevity compensation as applicable. Upon exhaustion of sick leave, other accumulated leave may be integrated with weekly workers' compensation temporary disability benefits, at the employees' discretion. Employees must integrate all required leave to equal 100% of their full time equivalent position.

## 7.2 Temporary Modified Duty Assignments

- A. If an assignment exists, which the department head deems, in conjunction with the Director of Human Resources, to be filled on a temporary basis, first consideration shall be given to those industrially disabled employees within the department.
  - a. Whose authorized treating physician has indicated in writing that the employee is able to "perform the duties of the temporary assignment; and
  - b. Who has the capability and qualifications to perform the temporary assignment.
- B. The remuneration will be the employee's regular pay.
- 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.



- 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 employees will be given a second consideration on the same basis as provided above.

## **8. INCENTIVES AND DIFFERENTIALS**

### **8.1 Bilingual Pay**

- A. 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. The provisions of this Section shall be limited to those employees occupying permanent, probationary, or limited-term full-time positions.
  4. 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.
  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).
- B. Bilingual Differential Allowance
  1. Designated employees shall be eligible to receive additional compensation at the rate of \$65.00 per pay period (approximately \$1690.00 per year).
  2. Such compensation shall be effective the first day of the payroll period following certification by the Department of Human Resources that the employee is eligible to receive the bilingual differential.

C. Termination of Compensation

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

1. The employee terminates his/her employment with the County
2. The employee is released from County employment.
3. The position is determined to no longer require bilingual skills.
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.

D. Procedures for Requesting the Bilingual Differential Allowance

1. Recommendations for bilingual appointments shall be submitted by the department head to the Department of Human Resources 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. The Director of Human Resources shall evaluate the recommendation and approve or deny the request.

## 8.2 Call Back and Standby Pay Differential

A. Employees on Standby

Employees called back while on standby shall be paid for call back duty at their straight time hourly rate, not to exceed the maximum step of the working level classification, with a guaranteed payment equivalent to two (2) hours straight time pay when the call back time worked is less than two (2) hours.

B. Employees not on Standby and Called back to Work

Any employee, who is not on standby and is called back by the department during off-duty hours, shall receive a minimum of three (3) hours work time credit for any period worked less than three (3) hours.

C. Employees on Standby

If an employee is required by the Sheriffs' Department to be on standby duty, such employee shall be compensated for the time spent on assigned standby at two dollars and fifty cents (\$2.50) per hour. If such standby is spent on weekends or holidays, the employees shall be compensated at three dollars (\$3.00) per hour. No employees shall be paid 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.

8.3 Shift Differential

1. An employee, who works eight (8) hours or more with at least five (5) hours between 5pm and 5am shall in addition to his or her regular salary, be paid a three percent (3%) shift differential above the employee's base hourly rate for each hour worked. This provision does not apply to employees working an overtime shift.

8.4 Court Time

Permanent and probationary employees shall be compensated at one and one-half times (1.5x) their normal hourly rate of pay for the actual time required to be in attendance for court appearances during off-duty hours with a minimum of four and one-half (4.5) hours for all court periods spent which are less than three (3) hours. If that sum is less than or equal to three hours, then the employee is compensated at four and one-half hours (e.g. Court time is 2 hours \* 1.5x (overtime rate) = 3 hours; employee is compensated the minimum of 4.5 hrs.).

The employee may elect, subject to conformance with compensatory time off accrual, to receive the compensation as an accrual to his/her compensatory time off bank and, absent such an election or non-conformance, will receive the court time compensation as additional earnings.

8.5 Career Incentive

The County agrees to provide Career Incentive pay to all members in the unit as follows:

Intermediate Certificate	An amount equal to five percent (5%) over the rate for which employed.
Advanced Certificate	An amount equal to eight percent (8%) over the rate for which employed. Effective the beginning of the first pay period following the Board of Supervisor's adoption of the collective bargaining agreement: An amount shall be increased from eight percent (8%) to nine percent (9%) over the rate for which employed.

Effective the beginning of the twenty-sixth (26th) pay period following the increase in Career Incentive pay set forth above: An amount shall be increased from nine percent (9%) to ten percent (10%) over the rate for which employed.

Employees are eligible to receive pay for either an Intermediate Certificate or an Advanced Certificate, but not both.

#### 8.6 Field Training Officer Differential

Deputy Sheriffs designated by the Sheriff or his/her designee, as a Field Training Officer (FTO) shall be eligible to receive additional compensation in the amount of five percent (5%) of the FTO's base pay per pay period. In order to receive such additional compensation the employee must be engaged in the training of Deputy Sheriffs at least thirty percent (30%) of the pay period.

#### 8.7 Canine Compensation

1. **Agreement on hours worked** – The amount of off-duty compensable working time attributable to all ordinary aspects of canine care (including without limitation, caring, feeding, exercising, grooming, kennel cleaning, cleaning of County vehicles) by employees assigned to canine duty amounts to thirty (30) minutes per day, 3.5 hours per week. This amounts to a good faith estimate, intended to be comprehensive, accurate and inclusive of all pertinent facts.
2. **Compensation** – Employees assigned to canine duty shall be paid five percent (5%) of the canine handler's base pay per pay period.
3. If and when an employee assigned to canine duty performs any work involving the canine, the employee shall report such work immediately to the employer within 24 hours and shall submit a written report the next scheduled duty date. Extraordinary work includes, but is not limited to, unanticipated trips for emergency veterinary care, or any other canine related work, which causes substantial increase in canine work time beyond 3.5 hours, compensated per week.
4. **Miscellaneous** – In addition to the ordinary canine care compensation, Solano County shall provide for the canine's food, grooming supplies, disinfectants, kenneling and all approved veterinary care.

All parties agree that upon retirement of the canine from active duty, the current handler may purchase the canine from the County for one (\$1). Upon the sale of the canine, the County will be absolved from all further costs associated with the care and feeding of the canine.

## 9. VACATION

- A. Full-time regular or limited-term employees receive vacation benefits for each pay period of continuous service according to the following schedule:

### Vacation Credit

Pay Periods of Continuous Service	Per Pay Period of Continuous Service	Maximum Earnable Vacation Accrual
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.

- B. Part-time regular or limited-term employees 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.
- C. Vacation time taken shall not be counted as time worked for purposes of overtime computation.
- D. 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.
- E. Employees who are terminating their employment for reasons other than paid County retirement shall not use vacation or comp time as their termination date (e.g., requesting vacation or comp time to begin 3-7 and the actual termination date to be 3-13, etc.).
- F. Employees do not become eligible to take their earned vacation until they have completed thirteen (13) pay periods of continuous service, which service includes successful completion of the probation period and the acquisition of status of a permanent or limited-term non-probationary employee. Employees in classes having a twenty-six (26) pay period probationary period will become eligible to take their earned vacation after completing thirteen (13) pay periods of continuous service. After completion of thirteen (13) pay periods of continuous service, employees then become eligible to take vacation as it is earned. Once an employee

becomes eligible to take earned vacation, he/she may use this vacation as an extension of sick leave.

- G. 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. 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.
- H. 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 any hour. 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.
- I. 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.
- J. 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 forty (40) hours. Officers must give seven (7) days' notice of intent to take vacation time off.
- K. If, due to an emergency or operational necessity, an employee at the vacation accrual maximum has a scheduled vacation canceled or a vacation request denied, they shall receive a ninety (90) day period during which they shall continue to accrue vacation while being afforded the opportunity to reduce their vacation below the allowable accrual maximums.

## 10. SICK LEAVE

- A. An employee who enters the service of the County in a regular or limited-term position shall begin earning sick leave dating from the first of the pay period following the pay period in which the employee commenced such continuous service, unless such commencement date was the first working day of a pay period, in which case, the first day of sick leave accrual shall date from the first of the pay period in which the service began.
- B. Every employee holding a regular or limited-term full-time position, shall accrue 3.70 working hours sick leave with pay for each pay period of service; except, that no employee shall earn sick leave credit during a pay period in which he/she is absent without authorization or in which he/she is absent without pay for more than sixteen (16) working hours. During the pay period in which a leave of absence without pay is granted for two (2) days or less, the employee shall accrue sick leave with pay in proportion to the relationship the time worked during that pay period bears to eighty (80) hours. It shall be computed to the nearest hundredth of an hour. Sick leave accrual is credited at the end of each pay period and may be taken in the following pay period.
- C. Every employee holding a regular part-time or limited-term part-time position shall accrue sick leave with pay in proportion to the relationship his/her basic workweek bears to forty (40) hours. No such employee shall earn sick leave credit during a pay period in which he/she is absent without pay more than fifteen (15%) percent of the regularly scheduled working hours for the position. The number of hours of entitlement for sick leave earned while employed as a full-time employee shall not be reduced by virtue of an employee's status being changed to part-time after such entitlement was earned as a full-time employee.
- D. Not more than 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 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.
- F. 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.

- 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, release from County employment as a result of a permanent reduction in the number of authorized regular help positions, or to take office as an elected County official, shall be paid for their accumulated unused sick leave in the following manner:

1. Convert all to the retirement health savings account.
2. Prior to the expiration of this contract, if feasible, the County shall implement a program where sick leave, which is paid out in accordance with this section, may be placed into an employee's account on a pre-tax basis to pay for retiree health care. Any such program shall be at no cost to the County.

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, grandchild, or the minor child for whom the employee has legal custody.
- I. Hospitalization of a member of the immediate family is a valid reason for sick leave under the following conditions:
1. 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: 1) Be a permanent full-time or permanent part-time employee who has passed his/her initial County probationary period, 2) Have exhausted all accumulated leave including annual leave, 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, 3) Be able to return to work for at least 30 days, and 4) Have applied and received approval for a Leave of Absence Without Pay.

### **11.2 Benefits of the Leave Contribution Program**

- A. Accrued vacation, compensatory time off, 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.
- B. 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.

### 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 permanent full or permanent 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 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.
- D. Initial leave time donations must be a minimum of four (4) hours and thereafter, in four 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. While an employee is on leave using donated leave hours, no vacation or sick leave hours will accrue.
- G. 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.
- H. Payment for unused sick leave at the time of termination of employment shall be in accordance with **Section 3 (J) SICK LEAVE, of the Personnel and Salary Resolution.**
- I. In accordance with Internal Revenue Service Ruling 90-29, leave transferred for medical reasons will not be considered wages for the employees who surrenders the leave and will therefore not be included in gross income or subject to withholding.  
An employee who donates leave incurs no deductible expense or loss either upon the donation or use by the recipient.

## **12. BEREAVEMENT LEAVE**

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;
- 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.

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.

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, paragraph two. 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, paragraph one.

### **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 the use of vacation, compensatory time off or a leave without pay following normal departmental procedures. An employee may use any accrued paid leave time or leave without pay for up to four (4) months in connection with the birth of a child. 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 Jury Duty**

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 he/she deposits his/her fees for such services, exclusive of mileage, with the County Treasurer within thirty (30) calendar days after his/her 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.

#### 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) month 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 and are in the classified service shall be entitled to necessary time off with pay for the purpose of only taking a promotional examination for the County (includes, for example, written and oral examinations, hiring interviews).

#### 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 employees 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. 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 request, 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 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. 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.
- F. Benefits shall not accrue while an employee is on leave of absence without pay.
- G. Whenever an employee has been granted a leave without pay and desires to return before expiration of such leave, the department head may require that reasonable notice not in excess of fifteen (15) calendar days be given.
- H. A leave of absence may be revoked by the Civil Service Commission upon evidence submitted by the Department of Human Resources that the cause for granting leave was misrepresented or has ceased to exist.
- I. Failure to return at the expiration of a leave of absence or being absent without leave shall be considered as an automatic resignation. Such resignation may be rescinded by the department head if the employee presents satisfactory reasons for his/her absence within three (3) days of the date his/her automatic resignation became effective.
- J. A leave of absence without pay may be granted for any of the following reasons:
  - 1. Illness or disability
  - 2. Pregnancy
  - 3. To take a course of study which will increase the employee's usefulness on return to his/her position.
  - 4. Recall to active duty military status when 30 days of compensation for military leave has occurred.

5. For other reasons acceptable to the department head and/or the Director of Human Resources.

## **14. HOLIDAYS**

### 14.1 Eligibility for Holidays

- 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 work day 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 scheduled.

### 14.2 Holiday Compensation

- A. Any employee whose work schedule does not provide for paid holidays off shall, during any pay period in which a fixed holiday(s) occurs, receive eight (8) hours pay for each holiday in addition to his/her regular pay. Any such employee whose work schedule is more than eight (8) hours in a workday, shall use his/her leave accrual balances to make up the difference between the holiday pay received and the hours required to complete his/her full work shift for that workday. Previously accrued holiday compensatory time off shall be scheduled with the approval of the department head. If time off cannot be scheduled, the employee shall be paid at the straight time rate on an hour for hour basis for all accumulated but unused Holiday compensatory time off as of the fiscal year in the last full pay period in the outgoing fiscal year.
- B. When a paid holiday falls on a Saturday, the preceding Friday *is* a paid holiday. When a paid holiday falls on a Sunday, the Monday following *is* a paid holiday.

### 14.3 Holidays

- A. Fixed Paid Holidays Include:

New Year's Day	January 1
Martin Luther King's Birthday	3 <sup>rd</sup> Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	3 <sup>rd</sup> Monday in February
Memorial Day	last Monday in May
Independence Day	July 4

Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veterans' Day	November 11
Thanksgiving	4 <sup>th</sup> Thursday in November
Day following Thanksgiving	
Christmas	December 25

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 effective January 1st of each 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 within this bargaining unit, 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 within this bargaining unit 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 within this bargaining unit between July 1st and December 31st of any given year shall not receive any Floating Holidays for that year, but shall receive two (2) Floating Holidays effective January 1st of the succeeding year.
      - c) Employees who transfer or promote into this bargaining unit from a bargaining unit from which they have previously earned three (3) days of floating holiday eligibility shall retain their floating holiday eligibility.
    - 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 eight (8) hours at a time and are not to be utilized on a partial basis. Part-time employees shall receive Floating Holidays in proportion to the relationship their basic work week bears to forty (40) hours.

- 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, which the employee is currently employed.
- C. Employees assigned to non-24 hour positions shall take the fixed holiday, unless otherwise required to work, as directed by the Sheriff.

## **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 26 biweekly full pay periods.
- B. For Deputy Sheriff (Entry):

All new full-time regular employees who do not possess a Basic P.O.S.T. Certificate shall serve a probationary period of 26 biweekly pay periods extending from the first full pay period following the employee's completion of P.O.S.T. Academy Training. The probationary period shall not exceed thirty-nine (39) full pay periods of active duty following completion of P.O.S.T. Academy training, unless extended in whole or in part, by an employee's leave of absence.
- 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 nine (9) 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) full pay periods of active duty when the extension is by mutual agreement between the probationary employee,



appointing authority and the Director of Human Resources or when the probationary period is extended pursuant to Section 15.1 (D) above. Except as stated in section B above, the probationary period shall not exceed thirty-nine (39) full pay periods of active duty.

#### 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 15 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 or transferred shall have the right of appeal in accordance with Section 15 of this Memorandum of Understanding.
- C. Notwithstanding any other provisions of this Memorandum of Understanding, 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 of the position to be retreated into within the limits of available authorized positions.
- D. 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.
- E. If an employee cannot be restored to the former class,
  - 1. The employee may be appointed by the department head to any other vacant position in any class provided:
    - a. the position is in the current department;
    - b. the class is in the same representation unit as the former class;
    - c. the employee meets the minimum qualifications for the class;
    - d. the salary range for the class does not exceed the range of the class held immediately prior to promotion;
    - e. The Director of Human Resources 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 or 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**

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 ninety (90) day period, such employee shall be entitled to payoff of earned benefits as provided in this Memorandum of Understanding.

## **17. This Section Reserved for Expansion**

## **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/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/her choosing at the meeting.

The department director/designee 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, whose classification is governed under the Civil Service Commission, may either appeal such dismissal, suspension, demotion or reduction of 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) calendar days of the decision of the department director/designee. 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 provide 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-one (21) calendar days of the date the Director of Human Resources' decision is provided to the employee. Mediation shall be provided by the California State Mediation and Conciliation Services, unless the employee and County mutually agree to a different mediator. Mediation shall be advisory only and the parties shall not issue any public statement of fact or opinion on the matter in question. All discussions, notes, proceedings, etc. shall neither be made public nor be introduced into any other disciplinary action step by either party.

If the parties are unable to resolve the dispute, then either party may appeal 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 a cost of coin to determine which party shall move first, the County or the Union shall alternatively strike one name from the list until one name remains and such person shall serve as the arbitrator.

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 mediator.

**D. Scope of Arbitration Decisions**

Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.

If the Director of Human Resources or his/her designee in pursuance of the disciplinary action procedures resolves a disciplinary action appeal which involves suspension or discharge, the Director of Human Resources/designee 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 pursuant 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 provision of this Memorandum of Understanding and excluding those provisions of this Memorandum of Understanding, which specifically provide that the decision of any County official shall be final, the interpretation, or application of those provisions not being subject to the grievance procedure.

### **19.2 Grievance Purpose**

The purposes of this procedure are:

1. To resolve grievance disputes informally at the lowest possible level;
2. To provide an orderly and prompt procedure for resolving disputes which arise regarding the interpretation of the memorandum of Understanding.

3. To encourage communication between employees, the union, and County representatives;
4. To determine and correct, if possible, the causes of grievance disputes.

### 19.3 Grievance Steps

Grievances shall be processed in the following manner:

**A. Step 1. Informal Discussion**

Any employee who believes that he/she has a grievance shall discuss his/her complaint with his/her immediate supervisor (or such management official designated by the department head within fifteen (15) calendar days of the incident or occurrence. This meeting shall be held in an effort to resolve the grievance informally. The immediate supervisor/management official shall have ten (10) calendar days from the date of the informal discussion to respond to the employee. If an agreement is reached to resolve the issue, the supervisor will confirm the outcome in writing.

If the management official's response does not resolve the grievance, the employee has ten (10) calendar days from the management official's response date to file the grievance in writing with the department head or his/her designee. If the management official fails to respond, the employee has ten (10) calendar days from the date the management official's response was issued to file the grievance in writing with the department head or his/her designee.

**B. Step 2. Department Head and/or the Designated Representative**

The department head or his/her designated representative will meet with the grievant and his/her Union representative and shall provide a written response to the grievant within twenty-one (21) calendar day of having received it.

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 day of the response made at Step 2. Notwithstanding this procedure, all complaints involving or concerning the payment of compensation shall be in writing to the Director of Human Resources or his/her designee with a copy to the department head. A grievance shall be initiated in writing on the Solano County Grievance Form.

**C. Step 3. Director of Human Resources**

Any employee or any official of the Association may notify the Director of Human Resources, or his/her designee, in writing that a grievance exists stating the particulars of the grievance and, if possible, the nature of the determination desired. The Director of Human Resources, or his/her designee, shall have twenty-one (21) calendar days in which to investigate the issues meet with the complainant and attempt to reach a satisfactory resolution of the problem. No grievance may be

processed under Step (4) or Step (5) below which has not first been filed and investigated in accordance with Step (3).

**D. Step 4. Mediation**

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

Mediation will be convened within ninety (90) working days of receipt of the timely request for mediation. The Adjustment board shall be comprised of a mediator from the State Mediation Service, one (1) Union representative and one (1) representative of the County.

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

**E. 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 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 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 completion of mediation.

#### 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 grievances to the next higher step.

If any of the time periods for processing a grievance, as outlined above, end on a day which is not a normal County workday (i.e., a weekend or recognized County holiday) the timelines shall be extended to 5:00 p.m. on the next regular County work day.

#### 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, and unless such dispute falls within the definition of a grievance as set forth in **Section 19.1**
- C. Proposals to add or to change this Memorandum of Understanding or written agreements to addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of this employment.

#### 19.6 Compensation Complaints

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.

No change in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from arbitrator proceedings hereunder) will be recognized unless agreed to by the Director of Human Resources or his/her designee, and the Union.

**19.7 County Code and Civil Service Commission**

- A. The provisions of this Section shall not abridge any rights to which an employee may be entitled under the County Code., nor shall it be administered in a manner which would abrogate any power, which under the County Code, may be within the sole province and discretion of the Civil Service Commission.
- B. All grievances of employees in representation units represented by the Union shall be processed under this Section. If the County Code requires that a differing option be available to the employee, no action under Step 3, 4 or 5 of Section 15.A above, shall be taken unless it is determined that the employee is not availing himself/herself of such option.

No employee may utilize the grievance procedure when another procedure has previously been utilized.

- C. If any award by an arbitrator requires action by the Board of Supervisors or the Civil Service Commission before it can be placed in effect, the Director of Human Resources will recommend to the Board of Supervisors or the Civil Service Commission as appropriate, that it follow such award.

**20. HOURS OF WORK AND OVERTIME**

**20.1 Hours of Work**

- A. Work Hours

**SAFETY - EXCLUDING D.A. INVESTIGATORS**

One hundred sixty (160) hours per 28 day period shall be the standard work period.

**NON-SAFETY AND D.A. INVESTIGATORS**

Forty (40) hours per seven day period shall be the standard work period.

- B. Workday

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 and probationary full-time employees. The lunch period shall not be considered part of the eight (8) hours of work, except in operations where the employee continues to work during the lunch period.

During the annual time changes from Pacific Standard Time to Daylight Savings Time and Daylight Savings Time to Standard Time, employees will be paid for



actual hours worked. Shift time lost due to the time change may be made up by using accrued compensatory time off (CTO), vacation time, or with the concurrence of the Department Head, working an additional hour. Employees who do not have sufficient leave accruals and who do not work the additional hour will be recorded as time without pay.

C. 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.

D. Available Fixed Schedules (For All Unit Employees)

Following are examples of existing fixed schedules; a) 5 days work/2 days off and 8 hours per work day, b) 4 days work/3 days off and 10 hours per work day, c) 9/80 schedule 8 days at 9 hours and 1 day at 8 hours, d) Deputy Sheriff classifications, 12 hour schedule, 6 days work @ 12 hours, 1 day of work @ 8 hours in an eighty (80) hour fourteen (14) day pay period.

E. Alternate Schedule

Should the Department Head elect to end the 4/10 schedule, 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 Association and, upon request, meet and confer.

Deputy Sheriff's assigned to the 4-10 schedule shall work 4 days on/3 days off and 10 hours per workday.

F. Time Off

1. Regardless of the schedule worked, all employees will accrue time off based on the five days per week, two days off (regular) work schedule.
2. Days in all work schedules shall be charged as time off based upon the number of hours missed (i.e. ten hours for a 4/10 schedule, twelve hours for a twelve hour schedule; etc.).
3. Holiday compensatory time off for employees in patrol shall be taken off only on "overlap" Wednesdays for so long as the 4/10 schedule remains in effect.

G. Shift Assignments – Patrol

Once every twelve (12) months, full-time Deputy Sheriffs assigned to patrol shall indicate their team preference. Currently, patrol has four (4) teams; two (2) teams work day shift and two (2) teams work night shift. The Department shall then assign teams taking into account operational needs, indicated employee preference, special needs/skills, etc. All things being equal, length of service shall be used as an additional determining factor.

No Deputy Sheriff shall occupy the same team for more than two (2) consecutive rotations, except as specially waived by the Sheriff.

When a vacancy on a team occurs during a shift period, the Department shall fill that vacancy with another employee of their choosing for the remainder of the assignment period. Probationary employees shall be assigned at the discretion of the Department. If necessary, the Department may reassign other employees for the purpose of assigning probationary employees.

Should the Department's scheduling practice change, relative to teams and/or shifts, the parties shall reopen negotiations on rotation requirements only.

H. Schedule Changes

Employees assigned to fixed work schedules shall have specified starting and ending times to their work shifts. These employees shall have a fixed number of hours per shift. However, they may not have the same starting and ending times for their shifts on each workday. Except in cases of emergency, employees shall be provided at least seven (7) calendar days notice prior to a change in their work schedule. On the mutual agreement of the employee and the Department, employees' schedules may be modified without the seven (7) day notice requirement.

I. Breaks

Employees working work schedules of work shifts of ten (10) hours or less shall be entitled to one (1) thirty (30) minute lunch break and two (2) fifteen (15) minute breaks. Employees working shifts in excess of ten (10) hours shall be entitled to one (1) forty-five (45) minute lunch break and two (2) fifteen (15) minute work breaks. Compensated lunch and break period are understood to be considered work time and the employee may be required to perform work.

20.2 Overtime

- A. Employees shall be paid for all time worked in excess of eight (8) hours (or in excess of their regular workday if longer than eight (8) hours) in a workday at one and one-half times the base rate of pay. Employees covered under FLSA shall be paid for all time worked in excess of forty (40) hours in a workweek at one and

one-half times the regular rate of pay; however, employees may elect compensatory time off at one and one-half hours off for each overtime hour worked.

- B. Any CTO accumulated in excess of eighty (80) hours by an employee covered under FLSA shall be taken off within the fiscal year in which it is earned. If the department head is unable to schedule sufficient time off during the fiscal year, the employees' accrual balance shall be reduced to eighty (80) hours and the payoff shall be made to the employee prior to the end of the fiscal year in which it was earned.

In addition to the fiscal year end payout, a department head may authorize employees to reduce the accrued hours to eighty (80) hours on the first paycheck of December. The payout of compensatory time off may occur subject to it being offered (authorized) by the department head, in both December and June of any given fiscal year.

- C. Compensatory approved at time off, except for holidays, shall be approved at the sole discretion of the Appointing Authority.

### 20.3 Assignment Rotation

The purpose of the following is to outline procedures for determining internal transfers of Deputy Sheriffs to lateral assignments.

#### A. Policy

1. It shall be the policy of the Solano County Sheriff's Department to periodically reassign personnel laterally to various bureaus within the department in order to broaden and develop individual skills; utilize, where practical, particular talents and abilities; and carry on the many facets of the department's responsibilities in an effective and efficient a manner as possible. Lateral assignments will be made in a fair and equitable manner, consistent with the guidelines below.

The filling of lateral assignment positions must be considered in view of the attainment of overall departmental goals and objectives. Thus, the careful evaluation of the factors below will be done in conjunction with the requirements of the position and the needs of the department. The final selection for all lateral assignments rests solely with the Sheriff or his/her designee.

2. For the purpose of this policy, the term "lateral assignment" refers to the reassignment of Deputy Sheriffs from one bureau to another internally, for periods of up to four (4) years with the exception of the Coroner which shall be a minimum of five (5) years. The actual term of assignment will be

dependent on the employee performing satisfactorily and the needs of the organization.

- a. The term “**lateral assignment**” is synonymous with the internal reassignment of Deputy Sheriffs from one bureau to another.
- b. The term “**lateral assignment**” most commonly refers to the reassignment of Deputy Sheriffs to one of the following bureaus: Civil, Marine Patrol, Investigations, SOLNET, SET and Coroner and other lateral assignments created and designated as such by the Sheriff.

B. Basic Lateral Assignment Eligibility

1. Candidates shall have completed a minimum of three (3) years law enforcement service, prior to the effective date of the transfer.
  - a. At least two (2) of those years shall have been continuous and current employment with the Solano County Sheriff's Department.
  - b. Candidates who, subsequent to an authorized leave of absence, are duly reinstated will be entitled to consider service prior to the reinstatement as continuous with current employment, less the actual period away on leave.
2. Subject to (a) and (b) above, employees holding other lateral transfer assignments at the time of selection may be considered for a consecutive lateral assignment in the same bureau if the Sheriff determines it is necessary for the good of the department. Deputy Sheriffs may apply and be assigned to other bureaus for successive lateral assignments.

C. The Selection Process

An announcement of intention to fill lateral assignments will solicit from interested candidate and interoffice memorandum (an original, and one copy), stating the lateral assignment position the candidate is interested in ; the candidate's qualifications, experience, training or exposure, and other pertinent data the employee may wish to have considered. Memos shall be submitted directly to the office of the Sheriff or his/her designee.

Candidates may submit a memorandum of interest for any lateral assignment position to be filled. (Two different positions require two separate memos.)

The memorandum will be reviewed by the appropriate division commander to determine eligibility. The appropriate division commander will notify those candidates who are determined to be ineligible. Such notification shall be in writing to the candidate.

Candidates and supervisors will be notified as soon as practical of the final selection.

The results of a candidate's lateral assignment evaluation will be retained for a period of eight (8) weeks after the selection is made for the open position. These results will be open for review by the candidate. After the eight (8) week period, the results will be purged from the employee's file, unless a grievance has been filed.

All candidates are encouraged to discuss the results of their candidacy with the appropriate bureau supervisor, division commanders, and the Sheriff.

D. Evaluation Criteria

1. Interview

All eligible candidates will be interviewed. The interview will be conducted by at least one lieutenant and a member from the candidate's immediate supervisory.

2. Supervisory Input

Division commanders will consult with the supervisors within their divisions regarding all eligible candidates under consideration. Due consideration must be given for the timeliness of each supervisor's relationship with each candidate.

Supervisory input will be considered in the light of the supervisor's direct knowledge of the candidate's job performance in relation to the lateral assignment to be filled.

The commander of the division in which the vacancy exists will confer with his/her bureau supervisors, regarding the recommendation of his/her division, and will present their recommendations in writing to the sheriff.

3. Performance Evaluation

The candidate's last two written evaluations will be reviewed by the division commander and summarized for the Sheriff.

4. The division commander will review the following items and prepare a summary for the Sheriff.

- Attendance

The candidate's attendance and punctuality record.

- Written Skills

The candidate's ability to prepare complete, concise, and grammatically written communications and reports.

- Interpersonal Relationships and Communication Skills  
The candidate's verbal communications skills, including interviewing and interrogating, and his/her interpersonal relationship skills.
- Demonstrated Skills  
The candidate's performance in current and previous assignments. The term "performance" includes initiative, tenacity, thoroughness, and proven ability.
- Training, Education and Specific Employee Interests  
The candidate's formalized training and educational efforts will be reviewed by the Sheriff.
  - Training, both inside and outside the department as well as self-initiated education, may be particularly helpful in certain lateral assignments.

Memorandums of interest should reflect any extracurricular training and education the candidate wishes to have considered.

An employee's specific job-related interests and dislikes, as expressed by the candidate in the employee's memorandum of interest, will be reviewed by the Sheriff.

## **21. NO STRIKE / NO LOCKOUT**

The Union, its members and representatives, agree that they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, curtailment of production, and concerted refusal of overtime work. Refusal to operate designated equipment (provided such equipment is safe and sound), or to perform customary duties; and neither the Union nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the County, nor to effect a change of personnel or operations of management or of employees not covered by this Memorandum of Understanding.

The County agrees to engage in any lockout during the term of this memorandum.

## **22. OTHER PROVISIONS**

### **22.1 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 or compensation shall inform his/her department head, in writing and in advance, of the time required and the nature of such activity. It shall be the responsibility of each department head to ensure that employees in his/her department do not engage in any activity, which constitutes a conflict of interest. The department head shall issue an opinion and reason to an employee if the employee's proposed activity constitutes a possible conflict of interest within seven (7) calendar days from the date the department head received notice of the 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.

## 22.2 Personnel Files

The official personal history 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 personal history 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 actions placed in the employee's personal history 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 personal history file may be subject to reasonable changes 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 evaluations and written reprimands shall only be placed in an employee's official personal history file if the employee has either, signed and dated the document, or a supervisor/manager has signed and dated it indicating the date the employee was given a copy. Disciplinary action shall only be placed in the file after the employee has been provided a copy of the action.

## 22.3 Joint Labor Management Committee

The parties agree to a joint labor management committee, to discuss DSA concerns involving the FLSA overtime rules as it relates to the definition of hours worked for purposes of calculating overtime. The joint labor management committee is contingent upon participation of Unit 4, Law Enforcement Supervisors, and will be comprised of a maximum of three (3) individuals appointed jointly by Unit 3, Law Enforcement Employees and Unit 4, Law Enforcement Employees and a maximum of three (3) individuals appointed by the County.

## **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. SCOPE OF AGREEMENT**

The parties acknowledge that each has had the unlimited right and opportunity to raise, discuss, and meet and confer with the other on all matters within the scope of representation and that the agreements reached between the parties are fully set forth herein in writing. There are no agreed upon terms, promises, binding practices, or conditions except as expressly set forth in this Agreement. Except as otherwise mandated by applicable state or federal law, the employees' entitlement to economic rights and benefits of County employment derive exclusively from the express terms of this Agreement. Pursuant to this Article, the County may from time to time provide employees with additional economic benefits and may regulate employee conduct through its Personnel Policies as they currently exist or as the County may revise them from time to time.



In witness hereof the authorized representatives have set their hands as set forth below, the latest of which shall be deemed the signed date of this Memorandum of Understanding:

**FOR THE COUNTY:**

Marc Fox  
Director of Human Resources

Georgia Cochran	Date
Chief Spokesperson	
Consultant	

Brad DeWall \_\_\_\_\_ Date \_\_\_\_\_  
Undersheriff

Carlise Mickens Date  
Senior Human Resources Analyst

**FOR THE UNION:**

Jerry Camous  
Chief Spokesperson  
Mastagni, Holstedt APC

Daryl Snedeker  
President, Deputy Sheriff's Association

Frank Smith  
Deputy Sheriff

Date

Mason Mineni  
District Attorney Investigator

Craig Stanley  
Welfare Fraud Investigator

Sean Mattson  
Sergeant-Sheriff

**Appendix A**

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

Deputy Sheriff  
Deputy Sheriff (entry)  
District Attorney Investigator  
Welfare Fraud Investigator  
Welfare Fraud Investigator (entry)

## **Appendix B**

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

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Dep Sheriff	\$7,003.25	\$7,353.44	\$7,721.11	\$8,107.15	\$8,512.52
Dep Sheriff (Entry)	\$6,296.52	\$6,611.34	\$6,941.87	\$7,289.02	\$7,653.48
District Attorney Investigator	\$8,325.73	\$8,742.04	\$9,179.14	\$9,638.13	\$10,119.99
Welfare Fraud Investigator	\$7,040.14	\$7,392.12	\$7,761.74	\$8,149.86	\$8,557.33
Welfare Fraud Investigator (Entry)	\$5,984.39	\$6,283.62	\$6,597.82	\$6,927.67	\$7,274.06

2. Effective the later of January 12, 2020 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 classification of Deputy Sheriff or Deputy Sheriff (Entry) shall receive a wage increase of sixty-nine one hundredths of one percent (0.69%) as an equity adjustment, which shall be cumulative and not compounded (e.g., 3% + 0.69% = 3.69%).
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.
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.

The hourly rate is calculated by multiplying monthly pay rate by twelve (12) months and dividing that value by two thousand eighty (2,080) hours.

**Appendix CNOT IN USE**

**Appendix D**

**Retirement Payback Formula**

**Deputy Sheriff's Association (DSA) - Unit 3**

<b>Cost of the Benefit</b>	<b>\$4,921,043</b>
Term in Years	20
Amount due to County each Year	\$220,742
<b>Variable</b>	<b>Value</b>
Pay Periods per year	26
Number of Pay periods	520
Number of Employees	113
Average Monthly Salary	\$5,122
Total Monthly Payroll	\$578,786
Average per pay period Gross Salary	\$2,364
Average Annual Gross Salary	\$61,464
Total Annual Payroll	\$6,945,432
<b>Formula for Employee Share</b>	<b>Amount</b>
Annual amount of payback = Total cost divided by 20 years.	\$220,742
Annual per employee pay back = Divide annual amount of payback by the average number of employees for the previous year.	\$1,953.47
Average pay back per employee per pay period = Divide the annual per employee payback by number of pay periods	\$75.13
Percentage of gross per pay period salary deducted from each probation employee = Divide the average pay back per employee per pay period by the average per pay period gross salary.	3.18%

**Cost of the Benefit:**

- \$4,921,043 for Safety, excluding District-Attorney Investigators (series)  
Payroll deductions began on July 23, 2004 paychecks.
- \$731,985 for District-Attorney Investigators (series)  
Payroll deductions began on January 5, 2007 paychecks.
- \$75,036,452 for all Miscellaneous (non-safety) employees  
Payroll deductions began on December 13, 2002 paychecks.



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	11	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Contract plus Resolution	<b>Department:</b>	Human Resources
<b>File #:</b>	20-158	<b>Contact:</b>	Marc Fox, 784-2552
<b>Agenda date:</b>	02/25/2020	<b>Final Action:</b>	
<b>Title:</b>	Adopt a resolution approving a successor collective bargaining agreement between Solano County and Unit 4 - Law Enforcement Supervisors represented by Solano County Deputy Sheriff's Association.		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Resolution, B - Unit 4 MOU		

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

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

### **DEPARTMENTAL RECOMMENDATION:**

The Director of Human Resources recommends that the Board of Supervisors adopt a resolution approving a successor collective bargaining agreement between the County and Unit 4 - Law Enforcement Supervisors represented by Solano County Deputy Sheriff's Association (DSA).

### **SUMMARY:**

The County and DSA have an existing collective bargaining agreement which expired December 30, 2019. Representatives from the County and DSA have met and conferred in good faith regarding the terms for the successor collective bargaining agreement. The County and DSA reached a total tentative agreement for the successor collective bargaining agreement, for a term through October 21, 2022. The employees represented by DSA 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 DSA is projected to increase payroll costs by a total of \$1,120,632 based on the terms of the agreement (effective February 25, 2020 through October 21, 2022). Of this total cost, \$61,793 is during Fiscal Year 2019/20, \$245,245 is during Fiscal Year 2020/21, \$346,530 is during Fiscal Year 2021/22, and \$467,063 is during Fiscal Year 2022/23.

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

### **DISCUSSION:**

Representatives of the County and DSA 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 February 25, 2020 through October 21, 2022.
2. **WAGES:** During Fiscal Year 2019/20 employees receive a three percent (3%) wage increase effective March 8, 2020.

During Fiscal Year 2020/21 employees receive a three percent (3%) wage increase effective March 7, 2021.

During Fiscal Year 2021/22 employees receive a two percent (2%) wage increase effective March 6, 2022.

During Fiscal Year 2022/23 employees receive a one percent (1%) wage increase effective August 21, 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 2020, 2021, and 2022. In addition, employees who elect employee plus two or more dependents coverage receive an additional \$50 per month.

4. **CAREER INCENTITIVE PAY:**

**District Attorney Investigator - Supervising**

- Effective the pay period following adoption of the MOU - pay for the POST Advanced Certificate will increase from 8% to 9% over rate to which employed.
- Effective the beginning of 26 pay period following the above increase - POST Advanced Certificate will increase from 4% to 5% over the rate for which employed.

**Sergeant - Sheriff**

- Effective the pay period following adoption of the MOU - pay for the POST Intermediate Certificate will increase from 0% to 3% and POST Advanced Certificate will increase from 3% to 4% over rate to which employed.
- Effective the beginning of 26 pay period following the above increase - POST Advanced Certificate will increase from 4% to 5% over the rate for which employed.

**Welfare Fraud Investigator (Supervising)**

- Effective the pay period following adoption of the MOU - pay for the POST Advanced Certificate will increase from 8% to 9% over rate to which employed.
- Effective the beginning of 26 pay period following the above increase - POST Advanced Certificate will increase from 9% to 10% over the rate for which employed.

5. **OTHER ITEMS:**

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

A copy of the collective bargaining agreement is attached. Some minor, non-substantive corrections were made to the collective bargaining agreement by the County and DSA.

**ALTERNATIVES:**

The Board of Supervisors could elect to not adopt the collective bargaining agreement between the County and DSA. 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 DSA 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 DSA.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

**RESOLUTION NO. 2020 - \_\_\_\_\_**

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS  
APPROVING THE MEMORANDUM OF UNDERSTANDING WITH UNIT 4 – LAW  
ENFORCEMENT SUPERVISORS, SOLANO COUNTY DEPUTY SHERIFF’S  
ASSOCIATION**

**Whereas**, Solano County Deputy Sheriff’s Association represents the employees in Bargaining Unit 4 – Law Enforcement Supervisors within the County; and

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

**Whereas**, the County of Solano and the Association, having met and conferred in good faith reached a total tentative agreement on successor collective bargaining agreement for Unit 4 – Law Enforcement Supervisors; and

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

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

1. Approve the Memorandum of Understanding with Solano County Deputy Sheriff Association for Unit 4 – Law Enforcement 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 February 25, 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**

**For**

**Solano County Deputy Sheriff's  
Association  
Unit #4**

**February 25, 2020 through October 21, 2022**

**MEMORANDUM OF UNDERSTANDING**  
**Unit #4, Law Enforcement Supervisors**

**Table of Contents**

<b>1.</b>	<b>RECOGNITION .....</b>	<b>6</b>
1.1	Union Recognition .....	6
1.2	County Recognition .....	6
<b>2.</b>	<b>TERM.....</b>	<b>7</b>
<b>3.</b>	<b>UNION SECURITY AND UNION RIGHTS .....</b>	<b>7</b>
<b>4.</b>	<b>COUNTY MANAGEMENT RIGHTS .....</b>	<b>9</b>
<b>5.</b>	<b>SALARIES.....</b>	<b>10</b>
5.1	Salary Ranges and Pay Date .....	10
5.2	Pay for New Employees.....	10
5.3	Salary Upon Reemployment .....	10
5.4	Merit Increases within Grade.....	11
5.5	Salary Upon Promotion.....	12
5.6	Salary Upon Transfer .....	13
5.7	Salary Upon Demotion .....	13
5.8	Salary Upon Reclassification.....	13
5.9	Longevity Pay .....	14
5.10	Working Out of Class .....	15
5.11	Changes in Salary Allocation.....	15
5.12	Overpayment / Underpayment.....	15
<b>6.</b>	<b>BENEFITS.....</b>	<b>18</b>
6.1	Medical Insurance .....	18
6.2	Retiree Medical Insurance .....	18
6.3	Cafeteria Plan.....	18
6.4	Dental Insurance .....	20

6.5	Vision Insurance .....	20
6.6	Life Insurance .....	21
6.7	Deferred Compensation .....	21
6.8	Short Term Disability Insurance .....	21
6.9	Long Term Disability Insurance .....	22
6.10	Retirement.....	22
6.11	Social Security and Medicare .....	24
6.12	Tuition Reimbursement Program.....	24
6.13	Uniform Allowance .....	27
6.14	Personal Effects Damage Reimbursement.....	28
6.15	Limited Extra Help Benefits .....	29
<b>7.</b>	<b>WORKERS' COMPENSATION .....</b>	<b>30</b>
7.1	Workers' Compensation .....	30
7.2	Temporary Modified Duty Assignments .....	31
<b>8.</b>	<b>INCENTIVES AND DIFFERENTIALS.....</b>	<b>32</b>
8.1	Bilingual Pay.....	32
8.2	Call Back and Standby Pay Differential .....	34
8.3	Shift Differential .....	34
8.4	Court Time .....	35
8.5	Career Incentive .....	36
<b>9.</b>	<b>VACATION.....</b>	<b>37</b>
<b>10.</b>	<b>SICK LEAVE .....</b>	<b>39</b>
<b>11.</b>	<b>LEAVE CONTRIBUTION PROGRAM.....</b>	<b>41</b>
11.1	Eligibility for Leave Contribution Program.....	41
11.2	Benefits of the Leave Contribution Program .....	42
11.3	Guidelines for Donation of Leave Credits to the Leave Contribution Program.....	42
<b>12.</b>	<b>BEREAVEMENT LEAVE .....</b>	<b>43</b>

<b>13.</b>	<b>OTHER LEAVES .....</b>	<b>44</b>
13.1	Maternity Leave .....	44
13.2	Family and Medical Leave.....	44
13.3	Jury Duty .....	44
13.4	Time Off for Blood Donation .....	44
13.5	Time Off for Promotional Examination.....	45
13.6	Military Leave of Absence.....	45
13.7	Leave of Absence without Pay .....	45
<b>14.</b>	<b>HOLIDAYS .....</b>	<b>47</b>
14.1	Holiday Compensation.....	47
14.2	Holidays .....	47
<b>15.</b>	<b>PROBATIONARY PERIOD .....</b>	<b>49</b>
15.1	Probationary Period .....	49
15.2	Rejection of Employee During the Probationary Period .....	50
15.3	Retreat to Vacant Positions .....	50
<b>16.</b>	<b>LAYOFF .....</b>	<b>51</b>
<b>17.</b>	<b>This Section Reserved for Expansion.....</b>	<b>51</b>
<b>18.</b>	<b>DISCIPLINARY ACTION .....</b>	<b>52</b>
18.1	Discipline Defined .....	52
18.2	Disciplinary Action Procedure.....	52
18.3	Disciplinary Action Appeal Process – Appeal to the Civil Service Commission .....	53
18.4	Disciplinary Action Appeal Process – Not to the Civil Service Commission	53
<b>19.</b>	<b>GRIEVANCES.....</b>	<b>54</b>
19.1	Grievance Definition.....	54
19.2	Grievance Purpose .....	55
19.3	Grievance Steps .....	55
19.4	Grievance Timelines .....	57
19.5	Scope of Grievance Decisions .....	57

19.6	Compensation Complaints .....	57
19.7	County Code and Civil Service Commission .....	58
<b>20.</b>	<b>HOURS OF WORK AND OVERTIME.....</b>	<b>58</b>
20.1	Hours of Work .....	58
20.2	Overtime .....	60
20.3	Assignment Rotation.....	61
<b>21.</b>	<b>NO STRIKE / NO LOCKOUT .....</b>	<b>64</b>
<b>22.</b>	<b>OTHER PROVISIONS .....</b>	<b>65</b>
22.1	Conflict of Interest .....	65
22.2	Personnel Files .....	65
22.3	Joint Labor Management Committee.....	66
<b>23.</b>	<b>SEVERABILITY .....</b>	<b>66</b>
<b>24.</b>	<b>FULL UNDERSTANDING.....</b>	<b>66</b>
Appendix A .....		68
Appendix B .....		69
Appendix C .....		70
Appendix D .....		70

**MEMORANDUM OF UNDERSTANDING**  
**Unit #4, Law Enforcement Supervisors**

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

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

The legal relationship between the Solano County Deputy Sheriff's Association ("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**

Solano County recognizes the Solano County Deputy Sheriffs' Association, (hereinafter designated as "Union") as the exclusive bargaining organization for all permanent full and permanent part-time employees in the following unit:

**Unit #4 – Law Enforcement Supervisors**

Classifications represented under this Agreement are identified in **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 will be in effect on the later of December 31, 2019 or on the date it is adopted by the Board of Supervisors, except those provisions that have been assigned other effective dates and will remain in effect to and including October 21, 2022.

## **3. UNION SECURITY AND UNION RIGHTS**

- 3.1 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.
- 3.2 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.
- 3.3 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).
- 3.4 Dues deductions shall be made to the extent that net pay is available after mandatory deductions have been made from the gross pay of any pay period. Mandatory deductions include PERS, State and Federal Taxes, F.I.C.A., garnishments, etc.
- 3.5 Dues deduction shall not be retroactive
- 3.6 The County will not deduct any Union fines, penalties, or special assessments from the pay of any employees.
- 3.7 It shall be the sole responsibility of the Union to procure and enforce payroll deductions of dues from Unit employees, and to see that the certified list is delivered to the County Payroll Bureau of the Auditor- Controller's Office.
- 3.8 The County will provide a list of employees newly hired into regular positions to the Union on at least a monthly basis.

- 3.9 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 section. The Union shall promptly refund to the County any funds received in accordance with this agreement, which are in excess of the amount of dues, which the County has agreed to deduct.
- 3.10 Human Resources New Employee Orientation
1. A representative of the Recognized Employee Organization (Union) shall be permitted twenty (20) minutes to meet with employees of the bargaining unit at the beginning of the New Employee Orientation conducted by Human Resources (HR).
  2. The County shall advise the employee organization of the dates and times at which the 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.

#### **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 just 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 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 meeting and conferring in advance with management representatives about

the practical consequences that decisions 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 re-employed 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 re-employed 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 re-employed in the same department.
  - 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;
  - 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

Advancement within a salary range is not automatic for merely completing a specific period of service but rather based on merit as documented on a performance evaluation form prescribed the Director of Human Resources or his/her designee. The merit increase shall consist of one step on the salary schedule for the class.

A performance evaluation must be submitted within six (6) pay periods following the employee's performance evaluation eligibility date. If the supervisor fails to render a performance evaluation within the specific timeframe, then the employee shall receive, if available, a salary step increase.

The merit increase eligibility dates for all employees hired or promoted into classifications in this unit, shall be the first day of the pay period following completion of 26 full pay periods as indicated in the chart below.

After	26 Pay Periods	26 Pay Periods	26 Pay Periods	26 Pay Periods
Salary Range Steps	2	3	4	5

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

The granting of any leave of absence without pay, other than military leave, or workers' compensation exceeding seven (7) consecutive calendar days in a pay period shall cause the merit increase eligibility date to be deferred by an amount equal to the number of pay periods during which the employee was on the leave-of-absence without pay.

In addition to the above provision, and as an exception to **Section 12.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, except for administrative leave with pay as a result of an investigation, the employee's merit increase eligibility date shall be deferred by an amount equal to the number of full pay periods the employee was off on such leave.

- A. 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.

- B. An overall evaluation of either unacceptable or improvement needed requires a performance re-evaluation no later than seven (7) 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.
- C. Merit Increase Deferral: If, in the department head's (or designee'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 effort at improved performance might be productive, the department head or designee 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 seven (7) 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.
- D. Merit Increase Denial: If, in the department head's (or designee's) judgment, the employee's performance is unacceptable or improvement is needed and the employee's performance does not merit a salary increase on the merit increase eligibility date, or after a period of deferment, the merit increase shall be denied until the next evaluation cycle (twenty-six (26) pay periods from the most recent evaluation due date.)
- E. 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 permanent probationary or limited term employee who is promoted to a position in a class 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 classification. For purposes of this section, the term "salary received prior to the promotion" means the employee's salary plus P.O.S.T. Career Incentive Pay up to a maximum of the value provided for the Intermediate certificate, when

compared to the employee's promotive salary plus P.O.S.T Career Incentive Pay for a P.O.S.T. Intermediate certificate.

The effective date of all promotions shall coincide with the first day of the pay period.

#### 5.6 Salary Upon Transfer

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

#### 5.7 Salary Upon Demotion

A. When a permanent 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 new class, whichever is lower. 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 the Memorandum of Understanding.

B. If a permanent 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 prior to demotion shall be retained.

When a probationary employee is demoted to a class not previously occupied by the employee, he/she shall receive the recruiting salary for the lower class and shall receive a new merit increase eligibility date as provided by the provisions of this Memorandum of Understanding.

A promotional probationary employee demoted to a class formerly occupied in good standing shall retain the step status, probationary status and merit increase eligibility date that would have been achieved if he/she would have remained in the lower class.

#### 5.8 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, reclassification shall be considered to be a promotion.
- 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 salary 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 per cent (2.5%) increase in compensation; employees who complete twenty (20) years of continuous full-time service, shall be entitled to an additional two and one-half percent (2.5%) increase in compensation (a total of 5%); employees who complete twenty-five (25) 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 7.5%); employees who complete thirty (30) years of continuous full-time service,

shall be entitled to an additional two and one-half (2.5%) percent increase in compensation (a total of 10%); employees who complete thirty-five (35) years of continuous full-time service, shall be entitled to an additional two and one-half (2.5%) percent increase in compensation (a total of 12.5%), over the rate for the class in which employed.

- B. All employees employed in regular or limited-term part-time positions, shall be entitled to longevity compensation in the same ratio to the longevity compensation received by employees in regular or limited-term full-time positions as the number of hours in the part-time work schedule is to the number of hours in the full-time work schedule.
- C. Upon qualifying for longevity increase, any further pay increase shall be in the addition thereto, and not restricted or reduced by reason of the longevity increase.

#### 5.10 Working Out of Class

- A. A working out-of-class assignment occurs when an employee receives a formal, written 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 another vacant position in a higher classification which (a) is specifically allocated to the department, and (b) 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 the employee 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. Such compensation shall begin on the first working day of the third pay period the employee works out-of-class.
- B. 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:
- B.
1. "Earnings" means the biweekly rate of pay including additional pays, differentials, and overtime.
  2. "Taxes" means payment of Social Security, Medicare or State Disability taxes; excluding federal and state withholding taxes.
  3. "Deductions" means employee paid deductions, including but not limited to medical premiums and retirement deductions; excluding voluntary deductions (such as deferred compensation) and 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.
- C. In the case of an overpayment of earnings or under withheld taxes or deductions, the employee shall reimburse the County. The employee has the following options for reimbursement:
1. Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.
  2. Full payment by personal check, money order, or cashier's check if total amount of reimbursement exceeds biweekly earnings.
  3. For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.



4. An alternative method mutually agreed upon by the employee and the Auditor-Controller.
- D. In the case of a leave accrual error which results in an overpayment, reimbursement may be made through one (1) of the following methods as mutually agreed to by the employee and the Auditor-Controller:
1. Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.
  2. Full payment by personal check, money order, or cashier's check if total amount of reimbursement exceeds biweekly earnings.
  3. 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.
- E. 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.
- F. In the case of an underpayment, the County will pay the employee a one-time adjustment through payroll. The limit described in number 7 of this section shall not apply to underpayments.
- G. 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.
- H. 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.
- I. The provisions of this section do not apply to grievance disputes which contend that the County has underpaid by misapplying or incorrectly interpreting the terms of this or any previous agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended, or otherwise modified by the provisions of this section. Nor shall the relief available through the grievance procedure be enlarged by or as a result of the provisions of this section.

- J. The provisions of this section apply only to errors involving earnings, over payment, taxes, deductions, and accrued leave. No provision of this section shall preclude the correction or recovery of past errors (overpayments or other losses) which were the result of other matters.
- K. 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 and limited term employees have the option of becoming members of the Public Employees' Medical and Hospital Care Act ("PEMHCA" or "PERS Health") insurance program. The County's monthly contribution to provide health insurance benefits for the individual employee and the employee's eligible dependents shall be adjusted in accordance with the Minimum Employer Contribution ("MEC") established by 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 with coverage effective January 1, 2019, the County's contribution toward the cafeteria plan will be seventy-five percent (75%) of the 2019 PEMCHA Bay Area Kaiser Permanente family rate minus the PEMHCA MEC.

Effective the 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), but only to a maximum of \$334.58 per month.

An employee who waives health insurance because the employee demonstrates to the County that s/he has alternate health insurance coverage shall receive \$500.00 per month minus the PEMHCA MEC.

A regular or limited term part-time employee shall receive a pro-rata amount of the total sum of the PEMHCA MEC and the cafeteria plan of the full-time employee contribution in proportion to the relationship their basic workweek bears to forty 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 first of the month following adoption of the collective bargaining agreement, an employee enrolled in PEMHCA for "employee plus two or more dependents" shall receive a County contribution of fifty dollars (\$50.00) per month into the Cafeteria Plan. Said employee may use this County contribution for health insurance premium conversion, health care reimbursement account, and/or dependent care reimbursement account. In the absence of a cafeteria plan election form, the County contribution shall be used for health insurance premium conversion. This 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/her HCRA at the end of the plan year or at the end of the grace period, if any, allowed under the County's Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his/her HCRA to obtain reimbursement for otherwise unreimbursed eligible medical expenses.

**Dependent Care Reimbursement Account:** During an annual open enrollment period (normally November), an employee may elect to enter into a salary reduction agreement whereby the County will direct the amount of the salary reduction on a pre-tax basis into the employee's Dependent Care Reimbursement Account

(“DCRA”). The employee’s election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the County’s Plan Document. The employee will forfeit all unused funds in his/her DCRA at the end of the plan year or at the end of the grace period, if any, allowed under the County’s Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his/her DCRA to obtain reimbursement of eligible dependent care expenses.

#### 6.4 Dental Insurance

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

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

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

#### 6.5 Vision Insurance

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

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

The County shall maintain the existing vision insurance benefits throughout the term of this Agreement. However, it is understood that insurance plan providers from time to time mandate changes in benefits and the County has no responsibility

for replacement of benefits which may be eliminated or modified by any plan provider.

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

#### 6.6 Life Insurance

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

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

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

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

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

#### 6.7 Deferred Compensation

A Deferred Compensation Program as established by the Board of Supervisors is available to all employees employed in regular or limited-term positions. Such programs are hereby incorporated by reference.

To encourage County employee participation in the deferred compensation program, the County will contribute a dollar for dollar match up to a maximum of \$5 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

Employees represented by this bargaining unit do not participate in any County sponsored short term 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

A. PERS Contract.

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

B. PEPRA Tier.

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

C. PEPRA Basic Retirement Formula.

For non-safety (miscellaneous) employees required by law to participate in the PEPRA tier, the PEPRA established a pension formula of 2% of pensionable compensation for each qualifying year of service at the normal retirement age of sixty-two (62) 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.

For full safety employees required by law to participate in the PEPRA tier, the PEPRA established a pension formula of 2.7% of pensionable compensation for each qualifying year of service at the normal retirement age of fifty-seven (57) years. For purposes of this formula, PERS will calculate an eligible retiree's pension based on the average annual pensionable compensation earned by the member during the thirty-six (36) consecutive month period immediately preceding retirement (or date of last separation from service if prior to retirement) or any other period of thirty-six (36) consecutive months during the member's applicable service that the member designates.

D. Disputes Over PEPRA.

If an employee or the 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 **Section 19**, Grievances. If any term of this MOU conflicts with the PEPRA or any amendment thereto, the PEPRA or such amendment will prevail.

E. Pre-PEPRA Tier 1.

The County's contract with the Public Employees' Retirement System provides the Miscellaneous Retirement (2.7% @ age 55) for employees in the bargaining unit who are not required by law to participate in the PEPRA Tier and who are not participants in the formula described in **6.10.F** below.

The County's contract with the Public Employees' Retirement System provides full Safety Retirement (3% @ age 50) for employees in the bargaining unit who are not required by law to participate in the PEPRA Tier and who are not participants in the formula described in **6.10.F** below.

F. Pre-PEPRA Tier 2

The County amended its contract with CalPERS to provide employees hired on or after May 4, 2012 in bargaining unit classifications with a Miscellaneous Retirement formula of 2% @ age 60 in lieu of the 2.7% at 55 formula described in subsection **6.10.E** above. This provision applies to employees who are not eligible under the County's contract with PERS to participate in the pension tier described in paragraph **6.10.E** above and who are not required by law to participate in the PEPRA tier described in paragraph **6.10.C** above.

The County amended its contract with CalPERS to provide employees hired on or after January 17, 2011 in bargaining unit classifications with a full Safety Retirement formula of 3% @ age 55 in lieu of the 3% at 50 formula described in subsection **6.1.E** above. This provision applies to employees who are not eligible under the County's contract with PERS to participate in the pension tier described in paragraph **6.10.E** above and who are not required by law to participate in the PEPRA tier described in paragraph **6.10.C** above.

G. Employee Payment of PERS Member Contributions.

1. PEPRA Member Contributions.

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

2. Non-PEPRA Member Contribution.

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

3. Employee Payment For Pre-PEPRA Formula Enhancement.



The County amended its contract with PERS to provide for the above-referenced pre-PEPRA Tier I retirement formulas. The cost of this benefit was established by PERS. The Parties agreed that such cost would be the responsibility of the employees. The county agreed to allow the employees to pay for that plan enhancement by payroll deduction with the cost amortized over twenty (20) years. That payment will continue to take the form of a percentage deduction made from the paycheck of each employee in the plan, until the above established cost has been recovered. Each year (July) the County will calculate the amount due for the subsequent 26 pay periods, based on the formula presented during negotiations (see **Appendix D**).

4. Pre-Tax Treatment PERS Member Contributions.

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

6.11 Social Security and Medicare

Employees represented by this bargaining unit who participate in the non-safety (miscellaneous) PERS plan have coverage under the federal Social Security system. The Social Security system requires contributions by both the employee and the employer in accordance with schedules provided by the federal government.

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

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

6.12 Tuition Reimbursement Program

A. Objective

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



B. Eligibility of Employees for Tuition Reimbursement

Only full-time employees filling regular positions, on other than a limited-term basis, who have completed their 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 Officers, Standards and Training.

C. Policy for Tuition Reimbursement

1. Courses must be job related to the position held. With prior approval, General Education courses required for a job-related degree program shall be eligible for reimbursement.
2. Courses must be taken for credit; audited courses will not be reimbursed.
3. Courses must be taken at 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 him/her from attending local courses.
4. 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.
5. Courses are not eligible for tuition reimbursement if they:
  - a. Are taken to bring unsatisfactory performance up to an acceptable level.
  - 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.

6. Conventions, workshops, institutes, etc., are not included in the Tuition Reimbursement Program. Departments shall continue to use their conference and convention funds and make their requests in conformance with the policy of the Board of Supervisors.
7. Reimbursement shall be subject to certification by the department concerned that the course of study is directly related to the work of the employee and subject to the approval of the Director of Human Resources.
8. Requests for reimbursement must be approved before the course is undertaken.
9. Reimbursement shall be made only upon presentation of evidence of payment for and successful completion of courses (as evidenced by a grade of "C" or its equivalent) and a satisfactory (standard or above) current performance evaluation.

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 four hundred dollars (\$400). Effective July 1, 2020, the maximum reimbursement that may be received by an employee in one fiscal year shall be two thousand dollars (\$2,000).
  - c. An employee shall be reimbursed for expenses totaling five dollars (\$5.00) or more for a single course. Expenses less than five dollars (\$5.00 for a single course are not reimbursable
  - d. No employee shall be reimbursed for non-resident fees above the normal resident fees.

E. Procedure for Tuition Reimbursement

1. 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.

2. The employee's department head 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.
3. The Director of Human Resources shall evaluate the request for reimbursement and approve or deny the request.
4. 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 to the Civil Service Commission, which shall make a final decision to approve or deny the request.
5. 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 Department of Human Resources. The employee shall also present evidence of payment of required textbook costs.
6. The department head may require that the employee evaluate the course in writing and forward such evaluation to the Department of Human Resources through normal supervisory channels.
7. Upon being informed or certification by the Department of Human resources, the Auditor-Controller shall issue a warrant to the employee for reimbursement.

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

The County agrees to provide an annual uniform allowance of \$1200 to Sergeant-Sheriff Classifications for the term of this contract, payable the first full pay period in September.

An advance uniform allowance is paid in September for the fiscal year beginning the previous July through the following June. (i.e., In September 2010, the uniform allowance received will be for the fiscal year July 2010 – June 2011). Employees entitled to the uniform allowance who begin their employment with the County after the first full pay period in September will receive their uniform allowance for that fiscal year the next September prorated by the number of pay periods actually worked. (Example: and employee who works 19 out of 26 pay periods in a fiscal year would receive 73% of the uniform allowance for that year.) If an employee leaves the County after receiving an advance uniform allowance for that fiscal year, a prorated amount based on the remaining pay periods will be deducted from the terminating employee's last paycheck.

Employees are responsible for the purchase, maintenance, and replacement of their uniforms; uniform shirts, pants, jackets, socks, boots/shoes, Class "A" jacket, Class "A" hat. Uniforms damaged on duty shall be repaired or replaced at the discretion of the Sheriff's Office.

All law enforcement personnel will be issued safety equipment as listed below:

Body Armor, holster for the departmentally issued weapon, magazine holder for the departmentally issues weapon, Sam Brown belt, belt keeper, handcuffs, handcuff case, PR-24 baton, baton holder, and flashlight and radio holder.

Uniforms and safety equipment shall meet departmental specifications and standards of appearance and be in good working order. Employees who leave the County shall return all issued safety gear to their respective department.

The County agrees to provide a \$600 annual equipment allowance to employees in the class of District Attorney Investigator- Supervising and Welfare Fraud Investigator – Supervising.

#### 6.14 Personal 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 cause 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 or District Attorney on whether or not reimbursement is to be made. The final decision will be made at the sole discretion of the department head, as appropriate.

<b>Reimbursable Items</b>	<b>Maximum Amount</b>
Sheriff, D.A., or Welfare Fraud approved optional Personal Weapon	\$100.00
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 law enforcement duties only. In no event will an officer be reimbursed if the damage is determined to have been caused by the officer's negligence.

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

#### 6.15 Limited Extra Help Benefits

Extra-help employees shall not receive employee benefits, except as specifically provided in the following sub-sections:

- A. Employees appointed to extra-help positions created with the intent that said positions will become full-time regular positions may, upon approval by the Director of Human Resources, receive up to a maximum of one year accrual, the following benefits granted full-time permanent and probationary employees:
  - 1. Vacation accrual
  - 2. Sick leave accrual
  - 3. Credit for merit increases as provided in this Memorandum of Understanding
- B. Extra help employees in classifications which would have been governed under this collective bargaining agreement if they had been permanent

positions, and which later become full-time regular employees under this Memorandum of Understanding may, upon approval by the Director of Human Resources, retroactively to a maximum of one year, receive the following benefits granted full-time permanent and probationary employees:

1. Vacation accrual
  2. Sick leave accrual
  3. Credit for merit increases as provided in this Memorandum of Understanding
- C. The calculations for the benefits in paragraphs **6.15A** and **6.15B** will be based on the extra help service rendered to a maximum of one year immediately prior to the extra help conversion.

## **7. WORKERS' COMPENSATION**

### **7.1 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 employees.
- B. In lieu of the statutory three (3) days waiting period for temporary disability payments, pursuant to Labor Code section 4652, whenever an employee is compelled by direction of a physician to be absent from duty due to an injury or illness determined to be work related by the County, the employee shall receive full compensation for his/her scheduled workdays and paid holidays falling during the first three (3) days of such absence. Thereafter accrued leave shall be integrated with Worker's Compensation temporary disability benefits pursuant to Section H, below.
- C. In accordance with Labor Code 4850, whenever any eligible 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 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 I, below.
- D. In the event that the County is unable to determine if the injury or illness is work-related, the employee shall use sick leave and upon exhaustion of sick

leave may utilize any other accumulated leave benefits. Once the injury or illness is determined to be work-related, leave benefits will be restored in accordance with Section B, above and Labor Code 4850.

- E. 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 who is receiving 4850 temporary disability benefits or Workers' Compensation temporary disability benefits for a maximum of fifteen (15) months.
- F. Sick leave and vacation credit shall accrue during any pay period in which the employee is eligible to receive 4850 temporary disability benefits or Workers' Compensation temporary disability benefits.
- G. Up to two (2) hours paid County time off may be used to attend repeat medical appointments due to a work related injury or illness. Such appointments should be scheduled during the employee's off duty hours whenever possible. Sick leave may be used for medical appointments due to work related injuries beyond two hours.
- H. Service credit as provided in this Memorandum of Understanding or in the Personnel and Salary Resolution toward longevity compensation, seniority, and step increase eligibility shall not be affected by any pay period during which an employee received both County paid leave and 4850 temporary disability benefits or workers' compensation temporary disability benefits.
- I. Workers' Compensation temporary disability shall be integrated with accrued County leave as follows:
  - 1. Employees must promptly inform departmental payroll clerks of their workers' compensation temporary disability benefit amount and provide documentation of receipt for which he/she is eligible.
  - 2. Employees' pay, including leave accruals and workers' compensation temporary disability benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay, bilingual differential, and longevity compensation as applicable. Upon exhaustion of sick leave, other accumulated leave may be integrated with weekly workers' compensation temporary disability benefits, at the employees' discretion. Employees must integrate all required leave to equal 100% of their full time equivalent position.

## 7.2 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:

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 the temporary assignment.
- B. The remuneration will be the employee's regular pay.
- 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.
- 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 employees will be given a second consideration on the same basis as provided above.

## **8. INCENTIVES AND DIFFERENTIALS**

### **8.1 Bilingual Pay**

- A. 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).

B. Bilingual Differential Allowance

1. Designated employees shall be eligible to receive additional compensation at the rate of \$65.00 per pay period (approximately \$1690.00 per year).
2. Such compensation shall be effective the first day of the payroll period following certification by the Department of Human Resources that the employee is eligible to receive the bilingual differential.

C. Termination of Compensation

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

1. The employee terminates with his/her employment with the county.
2. The employee is released from County employment.
3. The position is determined to no longer require bilingual skills.
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.

D. Procedures for Requesting the Bilingual Differential Allowance

1. Recommendations for bilingual appointments shall be submitted by the department head to the Department of Human Resources 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. The Director of Human Resources shall evaluate the recommendation and approve or deny the request.

## 8.2 Call Back and Standby Pay Differential

### A. Standby

If an employee is required by the Sheriffs' Department to be on standby duty, such employee shall be compensated for the time spent on assigned standby at two dollars and fifty cents (\$2.50) per hour. If such standby is spent on weekends or holidays, the employees shall be compensated at three dollars (\$3.00) per hour. No employees shall be paid 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

### B. Call Back

1. Employees on Standby  
Employees called back while on standby shall be paid for call back duty at their straight time hourly rate, not to exceed the maximum step of the working level classification, with a guaranteed payment equivalent to two (2) hours straight time pay when the call back time worked is less than two {2} hours.
2. Employees not on Standby  
Any employee, who is not on standby and is called back by the department during off-duty hours, shall receive a minimum of three (3) hours work time credit for any period worked less than three (3) hours.

## 8.3 Shift Differential

- A. An employee who works eight (8) or more hours with at least five (5) hours between 5pm and 5am shall in addition to his or her regular salary, be paid a three percent (3%) shift differential above the employee's base hourly rate for each hour worked. This provision does not apply to employees working an overtime shift.

8.4 Court Time

- A. Permanent and probationary employees incumbent in the class of Sergeant-Sheriff shall be compensated at one and one-half times (1.5x) their normal hourly rate of pay for the actual time required to be in attendance for court appearances during off-duty hours with a minimum of four and one-half (4.5) hours for all court periods spent which are less than three (3) hours. If that sum is less than or equal to three hours, then the employee is compensated at four and one-half hours (e.g. Court time is 2 hours \* 1.5x (overtime rate) = 3 hours; employee is compensated the minimum of 4.5hrs.).
- B. Compensatory time off, except for holidays shall be approved at the sole discretion of the Appointing Authority.

## 8.5 Career Incentive

The County agrees to provide Career Incentive pay to all members in the unit as follows:

Sergeant – Sheriff  
Intermediate Certificate

Effective the beginning of the first pay period following the Board of Supervisor's adoption of the collective bargaining agreement: An amount shall be increased from zero percent (0%) to three percent (3%) over the rate for which employed.

Advanced Certificate

Effective the beginning of the first pay period following the Board of Supervisor's adoption of the collective bargaining agreement: An amount shall be increased from three percent (3%) to four percent (4%) over the rate for which employed.

Effective the beginning of the twenty-sixth (26th) pay period following the increase in Career Incentive pay set forth above: An amount shall be increased from four percent (4%) to five percent (5%) over the rate for which employed.

Welfare Fraud Investigator (Supervising):

Intermediate Certificate

An amount equal to five percent (5%) over the rate for which employed.

Advanced Certificate

An amount equal to eight percent (8%) over the rate for which employed. Effective the beginning of the first pay period following the Board of Supervisor's adoption of the collective bargaining agreement: An amount shall be increased from eight percent (8%) to nine percent (9%) over the rate for which employed.

Effective the beginning of the twenty-sixth (26th) pay period following the increase in Career Incentive pay set forth above: An amount shall be increased from nine percent (9%) to ten percent (10%) over the rate for which employed.

All other classifications:  
Advanced Certificate

An amount equal to three percent (3%) over the rate for which employed. Effective the beginning of the first pay period following the Board of Supervisor's adoption of the collective bargaining agreement: An amount shall be increased from three percent (3%) to four percent (4%) over the rate for which employed.

Effective the beginning of the twenty-sixth (26th) pay period following the increase in Career Incentive pay set forth above: An amount shall be increased from four percent (4%) to five percent (5%) over the rate for which employed.

Note: Employees are eligible to receive pay for either an Intermediate Certificate or an Advanced Certificate, but not both.

## 9. VACATION

- A. Full-time regular or limited-term employees receive vacation benefits for each pay period of continuous service according to the following schedule:

### Vacation Credit

Pay Periods of Continuous Service	Per Pay Period of Continuous Service	Maximum Earnable Vacation Accrual
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.

- B. Part-time regular or limited-term employees 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.

- C. Vacation time taken shall not be counted as time worked for purposes of overtime computation.
- D. 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.
- E. Employees who are terminating their employment for reasons other than paid County retirement shall not use vacation or comp time as their termination date (e.g., requesting vacation or comp time to begin 3-7 and the actual termination date to be 3-13, etc.).
- F. Employees do not become eligible to take their earned vacation until they have completed thirteen (13) pay periods of continuous service, which service includes successful completion of the probation period and the acquisition of status of a permanent or limited-term non-probationary employee. Employees in classes having a twenty-six (26) pay period probationary period will become eligible to take their earned vacation after completing thirteen (13) pay periods of continuous service. After completion of thirteen (13) pay periods of continuous service, employees then become eligible to take vacation as it is earned. Once an employee becomes eligible to take earned vacation, he/she may use this vacation as an extension of sick leave.
- G. 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. 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.
- H. 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 any hour. 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.
- I. 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.

- J. 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 forty (40) hours. Officers must give seven (7) days' notice of intent to take vacation time off.
- K. If, due to an emergency or operational necessity, an employee at the vacation accrual maximum has a scheduled vacation canceled or denied, they shall receive a ninety (90) day period during which they shall continue to accrue vacation while being afforded the opportunity to reduce their vacation below the allowable accrual maximums.

## **10. SICK LEAVE**

- A. An employee who enters the service of the County in a regular or limited-term position shall begin earning sick leave dating from the first of the pay period following the pay period in which the employee commenced such continuous service, unless such commencement date was the first working day of a pay period, in which case, the first day of sick leave accrual shall date from the first of the pay period in which the service began.
- B. Every employee holding a regular or limited-term full-time position shall accrue 3.70 working hours sick leave with pay for each pay period of service; except, that no employee shall earn sick leave credit during a pay period in which he/she is absent without authorization or in which he/she is absent without pay for more than sixteen (16) working hours. During the pay period in which a leave of absence without pay is granted for two (2) days or less, the employee shall accrue sick leave with pay in proportion to the relationship the time worked during that pay period bears to eighty (80) hours. It shall be computed to the nearest hundredth of an hour. Sick leave accrual is credited at the end of each pay period and may be taken in the following pay period.
- C. Every employee holding a regular part-time or limited-term part-time position shall accrue sick leave with pay in proportion to the relationship his/her basic workweek bears to forty (40) hours. No such employee shall earn sick leave credit during a pay period in which he/she is absent without pay more than fifteen (15%) percent of the regularly scheduled working hours for the position. The number of hours of entitlement for sick leave earned while employed, as a full-time employee shall not be reduced by

virtue of an employee's status being changed to part-time after such entitlement was earned as a full-time employee.

- D. Not more than 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 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.
- F. 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.
- 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, release from County employment as a result of a permanent reduction in the number of authorized regular help positions, or to take office as an elected County official, shall be paid for their accumulated unused sick leave in the following manner:

Convert all to the retirement health savings account

Prior to the expiration of this contract, if feasible, the County shall implement a program where sick leave, which is paid out in accordance with this section, may be placed into an employee's account on a pre-tax basis to pay for retiree health care. Any such program shall be at no cost to the County.



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, grandchild, or the minor child for whom the employee has 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: 1) Be a permanent full-time or permanent part-time employee who has passed his/her initial County probationary period, 2) Have exhausted all accumulated leave including annual leave, 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, 3) Be able to return to work for at least 30

days, and 4) 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, 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.

### 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 permanent full or permanent 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 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.
- D. Initial leave time donations must be a minimum of four (4) hours and thereafter, in four-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 consecutive one shift increments (i.e. a full time employee working five days/week) will be in 8 hours for eight hour.
- F. While an employee is on leave using donated leave hours, no vacation or sick leave hours will accrue.
- G. 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.

- H. Payment for unused sick leave at the time of termination of employment shall be in accordance with **Section 3 (J) SICK LEAVE, of the Personnel and Salary Resolution.**
- I. In accordance with Internal Revenue Service Ruling 90-29, leave transferred for medical reasons will not be considered wages for the employees who surrenders the leave and will therefore not be included in gross income or subject to withholding. An employee who donates leave incurs no deductible expense or loss either upon the donation or use by the recipient.

## **12. BEREAVEMENT LEAVE**

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;
- 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.

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.

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, paragraph two. 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, paragraph one.

### **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 this physician after pregnancy, but who wish to delay their return to work may request the use of vacation, compensatory time off or a leave without pay following normal departmental procedures. An employee may use any accrued paid leave time or leave without pay for up to four (4) months in connection with the birth of a child. 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 Jury Duty**

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 he/she deposit his/her fees for such services, exclusive of mileage, with the County Treasurer within thirty (30) calendar days after his/her 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.

#### **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) month 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 and are in the classified service shall be entitled to necessary time off with pay for the purpose of only taking a promotional examination for the County (includes, for example, written and oral examinations, hiring interviews).

### 13.6 Military Leave of Absence

- A. 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.
- B. An employee who resigns in order to enter military service shall have the right to return to County employment after the termination of his/her active military service as provided by Section 395.3 of the California Military and Veterans' Code and Title 38 U.S. Code, Chapter 43 (Veterans' Reemployment Right).

### 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 employees 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. 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 request, 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 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 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. 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.
- F. Benefits shall not accrue while an employee is on leave of absence without pay.
- G. Whenever an employee has been granted a leave without pay and desires to return before expiration of such leave, the department head may require that reasonable notice not in excess of fifteen (15) calendar days be given.
- H. A leave of absence may be revoked by the Civil Service Commission upon evidence submitted by the Department of Human Resources that the cause for granting leave was misrepresented or has ceased to exist.
- I. Failure to return at the expiration of a leave of absence or being absent without leave shall be considered as an automatic resignation. Such resignation may be rescinded by the department head if the employee presents satisfactory reasons for his/her absence within three (3) days of the date his/her automatic resignation became effective.
- J. A leave of absence without pay may be granted for any of the following reasons:
  - 1. Illness or disability
  - 2. Pregnancy
  - 3. To take a course of study which will increase the employee's usefulness on return to his/her position.
  - 4. Recall to active duty military status when thirty (30) days of compensation for military leave has occurred.
  - 5. For other reasons acceptable to the department head and/or the Director of Human Resources.

## 14. HOLIDAYS

- 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 1<sup>st</sup>) 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 scheduled.

### 14.1 Holiday Compensation

- A. **Holidays Worked**  
Any employee whose work schedule does not provide for paid holidays off shall, during any pay period in which a fixed holiday(s) occurs, receive eight (8) hours pay for each holiday in addition to his/her regular pay. Previously accrued compensatory time off shall be scheduled with the approval of the department head. If time off cannot be scheduled, the employee shall be paid at the straight time rate on an hour for hour basis for all accumulated but unused Holiday compensatory time off as of the fiscal year in the last full pay period in the outgoing fiscal year..
- B. 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.

### 14.2 Holidays

- A. Fixed Paid Holidays Include:

New Year's Day	January 1
Martin Luther King's Birthday	3 <sup>rd</sup> Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	3 <sup>rd</sup> Monday in February
Memorial Day	last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September

Columbus Day	2 <sup>nd</sup> Monday in October
Veterans' Day	November 11
Thanksgiving	4 <sup>th</sup> Thursday in November
Day following Thanksgiving	
Christmas	December 25

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 effective January 1st of each 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 in this bargaining unit, 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 in this bargaining unit 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 transfer or promote into this bargaining unit from which they have previously earned three (3) days of floating holiday eligibility shall retain their floating holiday eligibility.
    - 2) Employees who successfully complete their initial probationary period within this bargaining unit between July 1st and December 31st of any given year shall not receive any Floating Holidays for that year, but shall receive two (2) Floating Holidays effective January 1st of the succeeding year.
    - 3) Subject to advance approval by the Department, these holidays may be taken at any time during the calendar year, but must be taken within the calendar



year in which they are given. Floating Holidays are to be taken eight (8) hours at a time and are not to be utilized on a partial basis. Part-time employees shall receive Floating Holidays in proportion to the relationship their basic workweek bears to forty (40) hours.

- 4) 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, which the employee is currently employed.
4. Employee's assigned to non-24 hour positions shall take the fixed holiday, unless otherwise required to work, as directed by the Sheriff.

## **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 26 biweekly full pay periods extending from the date the employee successfully complete P.O.S.T. Academy training. No probation period shall exceed a total of 39 full pay periods, unless extended in whole or in part by an employee's leave of absence.
- B. 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 (26<sup>th</sup>) pay period.
- C. 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.
- D. There shall be an evaluation of each employee's job performance nine (9) 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.

The probationary period may exceed twenty-six (26) full pay periods of active duty when the extension is by mutual agreement between the probationary employee, appointing authority and the Director of Human Resources or when the probationary period is extended pursuant to Section 15.1 (C) above. The probationary period shall not exceed thirty-nine (39) full pay periods of active duty.

#### 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 15 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 or transferred shall have the right of appeal in accordance with Section 15 of this Memorandum of Understanding.

#### 15.3 Retreat to Vacant Positions

- A. Notwithstanding any other provisions of this Memorandum of Understanding, 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 of the position to be retreated into within the limits of available authorized positions.
- B. Any employee who (1) has completed an initial County probationary period and obtained permanent status; (2) is promoted from one class to another, both of which are in the same department and Representation Unit subject to these provisions; and (3) fails the promotional probation period, shall be restored to the classification held immediately prior to promotion if a position in that class is vacant. Such restoration includes restoration of the employee's former salary, merit increase eligibility date, and all other benefits to which the employee would have been entitled if the promotion had not occurred.

- C. If an employee cannot be restored to the former class,
1. The employee may be appointed by the department head to any other vacant position in any class provided:
    - a. the position is in the current department;
    - b. the class is in the same representation unit as the former class;
    - c. the employee meets the minimum qualifications for the class;
    - d. the salary range for the class does not exceed the range of the class held immediately prior to promotion;
    - e. The Director of Human Resources concurs with the appointment.
  2. The employee will serve a new probationary period.
    - a. The employee's name will be placed on the current or continuous eligible list for that classification held immediately prior or 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**

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 ninety (90) day period, such employee shall be entitled to payoff of earned benefits as provided in this Memorandum of Understanding.

## **17. This Section Reserved for Expansion**

## **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/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/her choosing at the meeting.

The department director/designee may amend, modify or revoke any or all of the charges or proposed disciplinary action.

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

- F. A description of the proposed action to be taken;
- G. 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;
- H. A clear and concise statement of the reasons for the proposed action;
- I. 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
- J. 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/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/her choosing at the meeting.

The department director/designee 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, whose classification is governed under the Civil Service Commission, may either appeal such dismissal, suspension, demotion or reduction of 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) calendar days of the decision of the department director/designee. 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 provide 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-one (21) calendar days of the date the Director of Human Resources' decision is provided to the employee. Mediation shall be provided by the California State Mediation and Conciliation Services, unless the employee and County mutually agree to a different mediator. Mediation shall be advisory only and the parties shall not issue any public statement of fact or opinion on the matter in question. All discussions, notes, proceedings, etc. shall neither be made public nor be introduced into any other disciplinary action step by either party.

If the parties are unable to resolve the dispute, then either party may appeal 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 a cost of coin to determine which party shall move first, the County or the Union shall alternatively strike one name from the list until one name remains and such person shall serve as the arbitrator.

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 mediator.

**D. Scope of Arbitration Decisions**

Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.

If the Director of Human Resources or his/her designee in pursuance of the disciplinary action procedures resolves a disciplinary action appeal which involves suspension or discharge, the Director of Human Resources/designee 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 pursuant 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 provision of this Memorandum of Understanding excluding those provisions of this Memorandum of Understanding, which specifically provide that the decision of any County official shall be final, the interpretation, or application of those provisions not being subject to the grievance procedure.

## 19.2 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 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

Grievances shall be processed in the following manner:

### A. **Step 1. Informal Discussion**

Any employee who believes that he/she has a grievance shall discuss his/her complaint with his/her immediate supervisor (or such management official designated by the department head within fifteen (15) calendar days of the incident or occurrence. This meeting shall be held in an effort to resolve the grievance informally. The immediate supervisor/management official shall have ten (10) calendar days from the date of the informal discussion to respond to the employee. If an agreement is reached to resolve the issue, the supervisor will confirm the outcome in writing.

If the management official's response does not resolve the grievance, the employee has ten (10) calendar days from the management official's response date to file the grievance in writing with the department head or his/her designee. If the management official fails to respond, the employee has ten (10) calendar days from the date the management official's response was issued to file the grievance in writing with the department head or his/her designee.

### B. **Step 2. Department Head and/or the Designated Representative**

The department head or his/her designated representative will meet with the grievant and his/her Union representative and shall provide a written response to the grievant within twenty-one (21) calendar day of having received it.

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 day of the response made at Step 2. Notwithstanding this procedure, all complaints involving or

concerning the payment of compensation shall be in writing to the Director of Human Resources or his/her designee with a copy to the department head. A grievance shall be initiated in writing on the Solano County Grievance Form.

C. **Step 3. Director of Human Resources**

Any employee or any official of the Association may notify the Director of Human Resources, or his/her designee, in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. The Director of Human, or his/her designee, Resources shall have twenty-one (21) calendar days in which to investigate the issues, meet with the complainant and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under Step 4 or Step 5 below, which has not first been filed and investigated in accordance with Step 3.

D. **Step 4. Mediation**

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

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

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

E. **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 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 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 conclusion of mediation.

#### 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 grievances to the next higher step.

If any of the time periods for processing a grievance, as outlined above, end on a day which is not a normal County workday (i.e. a weekend or recognized County holiday) the timelines shall be extended to 5:00 p.m. on the next regular County work day.

#### 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, and unless such dispute falls within the definition of a grievance as set forth in **Section 19.1**.
- C. Proposals to add to or to change this Memorandum of Understanding or written agreements to addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of this employment.

#### 19.6 Compensation Complaints

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 the 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 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.

No change in the Memorandum of Understanding or interpretations thereof (except interpretations resulting from arbitrator proceedings hereunder) will be recognized unless agreed to by the Director of Human Resources and the Union.

19.7 County Code and Civil Service Commission

- A. The provisions of this Section shall not abridge any rights to which an employee may be entitled under the County Code, nor shall it be administered in a manner which would abrogate any power, which under the County Code, may be within the sole province and discretion of the Civil Service Commission.
- B. All grievances of employees in representation units represented by the Union shall be processed under this Section. If the County Code requires that a differing option be available to the employee, no action under Step 3, 4 or 5 of Section 15.A above shall be taken unless it is determined that the employee is not availing himself/herself of such option.
- C. No employee may utilize the grievance procedure when another procedure has previously been utilized.
- D. If any award by an arbitrator requires action by the Board of Supervisors or the Civil Service Commission before it can be placed in effect, the Director of Human Resources will recommend to the Board of Supervisors or the Civil Service Commission as appropriate, that it follow such award.

**20. HOURS OF WORK AND OVERTIME**

20.1 Hours of Work

A. Work Hours

**SAFETY -EXCLUDING SUPERVISING D.A. INVESTIGATOR**

One hundred sixty (160) hours per 28 day period shall be the standard work period.

**NON-SAFETY AND SUPERVISING D.A. INVESTIGATOR**

Forty (40) hours per seven day period shall be the standard work period.

B. Workday

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 and probationary full-time employees. The lunch period shall not be considered part of the eight (8) hours of work, except in operations where the employee continues to work during the lunch period.

During the annual time changes from Pacific Standard Time to Daylight Savings Time and Daylight Savings Time to Standard Time, employees will be paid for actual hours worked. Shift time lost due to the time change may be made up by using accrued compensatory time off (CTO), vacation time or with the concurrence of the Department Head, working an additional hour. Employees who do not have sufficient leave accruals and who do not work the additional hour will be recorded as time without pay.

C. 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.

D. Available Fixed Scheduled (For All Unit Employees)

Following are examples of existing fixed schedules; a) 5 days work/2 days off and 8 hours per work day, b) 4 days work/3 days off and 10 hours per work day, c) 9/80 schedule 8 days at 9 hours and 1 day at 8 hours d) Deputy Sheriff and Sergeant classifications, 12 hour schedule, 6 days work at 12 hours, 1 day of work at 8 hours in an 80 hour/14 day pay period.

E. Alternate Schedule

Should the Department Head elect to end the 4/10 schedule, 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 Association and, upon request, meet and confer.

Sergeant Sheriffs assigned to the 4-10 schedule shall work 4 days on/3 days off and 10 hours per workday.

F. Time Off

1. Regardless of the schedule worked, all employees will accrue time off based on the five days per week, two days off (regular) work schedule.

2. Days in all work schedules shall be charged time off based upon the number of hours missed (i.e. ten hours for a 4/10 schedule, twelve hours for a twelve hour schedule; etc.)
3. Holiday compensatory time off for employees in patrol shall be taken off only on “overlap” Wednesdays for so long as the 4/10 schedule remains in effect.

G. Schedule Changes

Employees assigned to fixed work schedules shall have specified starting and ending times to their work shifts. These employees shall have a fixed number of hours per shift. However, they may not have the same starting and ending times for their shifts on each workday. Except in cases of emergency, employees shall be provided at least seven (7) calendar days notice prior to a change in their work schedule. On the mutual agreement of the employee and the Department, employee's schedules may be modified without the seven (7) day notice requirement.

H. Breaks

Employees working work schedules of work shifts of ten (10) hours or less shall be entitled to one (1) thirty (30) minute lunch break and two (2) fifteen (15) minute breaks. Employees working shifts in excess of ten (10) hours shall be entitled to one (1) forty-five (45) minute lunch break and two (2) fifteen (15) minute work breaks. Compensated lunch and break period are understood to be considered work time and the employee may be required to perform work.

20.2 Overtime

- A. Employees incumbent in positions classified as Sergeant-Sheriff and Supervising D.A. Investigator shall be paid for all time worked in excess of eight (8) hours in a work day or forty (40) hours in a workweek at one and one-half times the regular rate of pay; however, employees may be granted, at the sole discretion of the department head, compensatory time off at one and one-half hours off for each hour worked.
- B. Any CTO accumulated in excess of eighty (80) hours shall be taken off within the fiscal year in which it is earned. If the department head is unable to schedule sufficient time off during the fiscal year the employee's accrual balance shall be reduced to eighty (80) 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.

In addition to the fiscal year end payout, a department head may authorize employees to reduce the accrued hours to eighty (80) on the first paycheck of December. The payout of compensatory time off may occur subject to it being offered (authorized) by the department head, in both December and June of any given fiscal year.

### 20.3 Assignment Rotation

The purpose of the following is to outline procedures for determining internal transfers of Sergeant-Sheriffs to lateral assignments.

#### A. Policy

1. It shall be the policy of the Solano County Sheriffs' Department to periodically reassign personnel laterally to various bureaus within the department in order to broaden and develop individual skills; utilize, where practical, particular talents and abilities; and carry on the many facets of the department's responsibilities in an effective and efficient a manner as possible.

Lateral assignments will be made in a fair and equitable manner, consistent with the guidelines below.

The filling of lateral assignment positions must be considered in view of the attainment of overall departmental goals and objectives. Thus, the careful evaluation of the factors below will be done in conjunction with the requirements of the position and the needs of the department. The final selection for all lateral assignments rests solely with the Sheriff or his/her designee.

2. For the purpose of this policy, the term "lateral assignment" refers to the reassignment of Sergeant-Sheriffs from one bureau to another internally, for periods of up to four (4) years with the exception of the Coroner assignment which shall be a minimum of five (5) years. The actual term of assignment will be dependent on the employee performing satisfactorily and the needs of the organization.
  - a. The term "lateral assignment" is synonymous with the internal reassignment of Sergeant-Sheriffs from one bureau to another.
  - b. The term "lateral assignment" most commonly refers to the reassignment of Sergeant-Sheriffs to one of the following bureaus: Civil, Marine Patrol, Investigations, SOLNET, Coroner, SET, and other lateral assignments created and designated as such by the Sheriff.

B. The Selection Process

An announcement of intention to fill lateral assignments will solicit from interested candidates an interoffice memorandum (an original and one copy), stating the lateral assignment position the candidate is interested in; the candidate's qualifications, experience, training or exposure, and other pertinent data the employee may wish to have considered. Memos shall be submitted directly to the office of the Sheriff or his/her designee.

Candidates may submit a memorandum of interest for any lateral assignment position to be filled. (Two different positions require two separate memos.)

The memorandum will be reviewed by the appropriate division commander to who are determined to be ineligible. Such notification shall be in writing to the candidate.

Candidates and supervisors will be notified as soon as practical of the final selection.

The results of a candidate's lateral assignment evaluation will be retained for a period of eight (8) weeks after the selection is made for the open position. These results will be open for review by the candidate. After the eight (8) week period, the results will be purged from the employee's file, unless a grievance has been filed.

All candidates are encouraged to discuss the results of their candidacy with the appropriate bureau supervisor, division commanders, and the Sheriff.

C. Evaluation Criteria

1. **Interview**

All eligible candidates will be interviewed. The interview will be conducted by at least one Lieutenant-Sheriff and a member from the candidate's immediate supervisory rank.

2. **Supervisory Input**

Division commanders will consult with the supervisors within their divisions regarding all eligible candidates under consideration. Due consideration must be given for the timeliness of each supervisor's relationship with each candidate

Supervisory input will, be considered in the light of the supervisor's direct knowledge of the candidate's job performance in relation to the lateral assignment to be filled.

The commander of the division in which the vacancy exists will confer with his/her bureau supervisor, regarding the recommendations of his/her division, and will present their recommendations in writing to the Sheriff.

3. **Performance Evaluation**

The candidate's last two written evaluations will be reviewed by the division commander and summarized for the Sheriff.

4. The division commander will review the following items and prepare a summary for the Sheriff.

a. **Attendance**

The candidate's attendance and punctuality record.

b. **Written Skills**

The candidate's ability to prepare/complete, concise and grammatically written communications and reports.

c. **Interpersonal Relationships and Communication Skills**

The candidate's verbal communications skills, including interviewing and interrogations, and his/her interpersonal relationship skills.

d. **Demonstrated Skills**

The candidate's performance in current and previous assignments. The term "performance" includes initiative, tenacity, thoroughness, and proven ability.

e. **Training, Education and Specific Employee Interests**

The candidate's formalized training and educational efforts will be reviewed by the Sheriff.

Training, both inside and outside the department as well as self-initiated education, may be particularly helpful in certain lateral assignments. Memorandums of interest should reflect any extracurricular training and education the candidate wishes to have considered. An employee's specific job related interests and dislikes, as expressed by the candidate in the employee's memorandum of interest, will be reviewed by the Sheriff.

**D. Shift Assignments Patrol Sergeants**

Once every twelve (12) months, full-time Patrol Sergeants (Sergeant Sheriffs) assigned to patrol shall indicate their team preference. Currently, patrol has four (4) teams; two (2) teams work day shift and two (2) teams work night shift. The Department shall then assign ~~teams~~ teams taking into account operational needs, indicated employer preference, special needs /skills, etc. All things being equal, length of service shall be used as an additional determining factor.

No Patrol Sergeant shall occupy the same team for more than two (2) consecutive rotations, except as specifically waived by the Sheriff.

When a vacancy on a team occurs during a shift period, the Department shall fill that vacancy with another employee of their choosing for the remainder of the assignment period. Probationary employees shall be assigned at the discretion of the Department. If necessary, the Department may reassign other employees for the purpose of assigning probationary employees.

Should the Department's scheduling practice change relative to teams and/or shifts, the parties shall reopen negotiations on rotation requirements only.

**21. NO STRIKE / NO LOCKOUT**

The Union, its members and representatives, agree that they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or to perform customary duties; and neither the Union nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the County, nor to effect a change of personnel or operations of management or of employees not covered by this Memorandum of Understanding.

The County agrees not to engage in any lockout during the term of this memorandum.



## 22. OTHER PROVISIONS

### 22.1 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. Any officer or employee wishing to engage in any occupation or outside activity for compensation shall inform his/her department head, in writing and in advance, of the time required and the nature of such activity. It shall be the responsibility of each department head to ensure that employees in his/her department do not engage in any activity, which constitutes a conflict of interest. The department head shall issue an opinion and reason to an employee if the employee's proposed activity constitutes a possible conflict of interest within seven (7) calendar days from the date the department head received notice of the 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 **Section 19, Grievance Procedure** of this MOU.

### 22.2 Personnel Files

The official personal history 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 personal history 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 actions placed in the employee's personal history 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 personal history file may be subject to reasonable changes 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 evaluations and written reprimands shall only be placed in an employee's official personal history file if the employee has either, signed and dated the document, or a supervisor/manager has signed and dated it indicating the date the employee was given a copy. Disciplinary action shall only be placed in the file after the employee has been provided a copy of the action.

### 22.3 Joint Labor Management Committee

The parties agree to form a joint labor management committee, which shall schedule a meeting by January 31, 2011, to discuss DSA concerns involving the FLSA overtime rules as it relates to the definition of hours worked for purposes of calculating overtime. Each party will appoint three individuals to serve on the Committee.

## **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**

The parties acknowledge that each has had the unlimited right and opportunity to raise, discuss, and meet and confer with the other on all matters within the scope of representation and that the agreements reached between the parties are fully set forth herein in writing. There are no agreed upon terms, promises, binding practices, or conditions except as expressly set forth in this Agreement. Except as otherwise mandated by applicable state or federal law, the employees' entitlement to economic rights and benefits of County employment derive exclusively from the express terms of this Agreement. Pursuant to this Article, the County may from time to time provide employees with additional economic benefits and may regulate employee conduct through its Personnel Policies as they currently exist or as the County may revise them from time to time.

In witness hereof the authorized representatives have set their hands as set forth below, the latest of which shall be deemed the signed date of this Memorandum of Understanding:

**FOR THE COUNTY:**


Marc Fox  
Director of Human Resources


Georgia Cochran  
Chief Spokesperson

Brad DeWall \_\_\_\_\_ Date \_\_\_\_\_  
Undersheriff

Carlise Mickens  
Senior Human Resources Analyst

**FOR THE UNION:**

  
 \_\_\_\_\_  
 Jerry Camous  
 Chief Spokesperson  
 Mastagni, Holstedt APC

  
 \_\_\_\_\_  
 Date

Daryl Snedeker  
President, Deputy Sheriff's Association

Frank Smith  
Deputy Sheriff

Date

Mason Mineni Date  
District Attorney Investigator

Sean Mattson  
Sergeant - Sheriff

Craig Stanley Date  
Welfare Fraud Investigator

**Appendix A**

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

District Attorney Investigator (Supervising)  
Sergeant-Sheriff  
Welfare Fraud Investigator (Supervising)

**Appendix B**

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

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
District Attorney Investigator (Supervising)	9,776.71	10,265.55	10,778.84	11,317.78	11,883.68
Sergeant-Sheriff	8,694.05	9,128.73	9,585.14	10,064.46	10,567.64
Welfare Fraud Investigator (Supervising)	8,549.69	8,977.14	9,426.01	9,897.30	10,392.18

2. Effective the later of January 12, 2020 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.

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.

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 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** Not in use

**Appendix D**  
**Retirement Payback Formula**  
**Deputy Sheriff's Association (DSA) - Unit 4**

<b>Cost of the Benefit</b>	<b>\$4,921,043</b>
Term in Years	20
Amount due to County each Year	\$220,742
<b>Variable</b>	<b>Value</b>
Pay Periods per year	26
Number of Pay periods	520
Number of Employees	113
Average Monthly Salary	\$5,122
Total Monthly Payroll	\$578,786
Average per pay period Gross Salary	\$2,364
Average Annual Gross Salary	\$61,464
Total Annual Payroll	\$6,945,432
<b>Formula for Employee Share</b>	<b>Amount</b>
Annual amount of payback = Total cost divided by 20 years.	\$220,742
Annual per employee pay back = Divide annual amount of payback by the average number of employees for the previous year.	\$1,953.47
Average pay back per employee per pay period = Divide the annual per employee payback by number of pay periods	\$75.13
Percentage of gross per pay period salary deducted from each probation employee = Divide the average pay back per employee per pay period by the average per pay period gross salary.	3.18%

Cost of the Benefit:

- \$4,921,043 for Safety, excluding District-Attorney Investigators (series)  
Payroll deductions began on July 23, 2004 paychecks.
- \$731,985 for District-Attorney Investigators (series)  
Payroll deductions began on January 5, 2007 paychecks.
- \$75,036,452 for all Miscellaneous (non-safety) employees

Payroll deductions began on December 13, 2002 paychecks.



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	12	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Grant Application	<b>Department:</b>	Health and Social Services
<b>File #:</b>	20-142	<b>Contact:</b>	Gerald Huber, 784-8400
<b>Agenda date:</b>	02/25/2020	<b>Final Action:</b>	
<b>Title:</b>	Approve a Mental Health Student Services Act grant application of \$4,000,000 to enhance mental health services in school settings, in collaboration with Solano County Office of Education (SCOE) and participating school districts, for a period of four years		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>			

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

### **DEPARTMENTAL RECOMMENDATION:**

The Department of Health and Social Services recommends that the Board of Supervisors approve a Mental Health Student Services Act grant application of \$4,000,000 to enhance mental health services in school settings, in collaboration with Solano County Office of Education (SCOE) and participating school districts, for a period of four years.

### **SUMMARY:**

Solano County Health and Social Services would like to apply for the MHSSA of 2019 grant to enhance existing partnerships among Solano County Behavioral Health, Solano County Office of Education (SCOE), and participating school districts. These enhanced partnerships are expected to increase services and supports that bolster prevention and early intervention of mental illness for students, strengthen crisis intervention, aid in stigma reduction, and provide additional resources for vulnerable students. Most importantly, it is expected that the receipt of this grant will result in a collaborative approach that decreases youth suicides and suicide attempts, reduces drop-out rates, and increases overall access to mental health services and supports on school campuses and for students who may be homeschooled due to a mental health condition and/or recent hospitalization

### **FINANCIAL IMPACT:**

Grant funding may be used to supplement, but not supplant, existing financial and resource commitments. The grant application includes a section for counties to explain local matching funds that will support and/or sustain the program during the term of the grant and beyond. Existing services and supports currently funded by Mental Health Service Act (MHSA) and local education agencies will be used as match for the grant. This grant application does not impact the County General Fund. The costs associated with preparing the agenda



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

**DISCUSSION:**

The MHSOAC, governing body for MHSA, recognized that the effects of mental health crises are evident on school campuses and that reaching pupils in the school setting is practical as a first point of contact for mental, behavioral, and substance use disorder services for youth. The MHSOAC is administering funds provided through California Senate Bill 75, which includes establishing mental health partnerships between County Behavioral Health Departments and educational entities. The MHSSA of 2019 is a competitive grant program established to fund these partnerships for the purpose of increasing access to mental health services in locations that are easily accessible to students and their families.

The grants awarded shall be used to provide support services that include, at a minimum, services provided on school campuses, suicide prevention services, drop-out prevention services, placement assistance and service plans for students in need of ongoing services, and outreach to high-risk youth including youth involved in the foster care system, youth who identify as LGBTQ, and youth who have been expelled or suspended from school. This grant would provide an opportunity to expand upon existing partnerships to provide mental health services in school settings, including the culturally responsive school-based wellness center initiative.

Solano County Behavioral Health, if awarded the grant, will designate the SCOE to serve as the recipient of the funds and lead agency in developing and implementing a four-year plan in partnership with participating educational partners including local school districts.

**ALTERNATIVES:**

The Board could choose not to allow an application for the MHSSA of 2019 grant and to refuse receipt of funds from this grant if awarded. This is not recommended as the grant provides funding for expansion of a collaborative approach to prevention, early intervention, and mental health service delivery to vulnerable children and youth in Solano County schools. Additionally, not having adequate access to services addressing the needs of students can result in untreated mental illness leading to the development of more serious, disabling mental health conditions, and increased high school dropout rates that could put youth at risk for unemployment, homelessness, and increased youth suicides.

**OTHER AGENCY INVOLVEMENT:**

The Department is collaborating with Solano County Office of Education and multiple school districts to develop and submit a grant application which outlines collaborative mental health programming for vulnerable students in Solano County. Through the MHSA community planning process stakeholders have identified the need for increased mental health services in school settings.

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	13	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Miscellaneous	<b>Department:</b>	Health and Social Services
<b>File #:</b>	20-139	<b>Contact:</b>	Gerald Huber, 784-8400
<b>Agenda date:</b>	02/25/2020	<b>Final Action:</b>	
<b>Title:</b>	Approve the work plan and revised bylaws for the Alcohol and Drug Advisory Board		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Work Plan, B - Bylaws, C - Bylaws (Redlined)		

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

### **DEPARTMENTAL RECOMMENDATION:**

The Department of Health and Social Services recommends that the Board approve the work plan and revised bylaws for the Alcohol and Drug Advisory Board (ADAB).

### **SUMMARY:**

The ADAB reviewed and updated its work plan to focus on current priorities for endorsement by the Board of Supervisors. In summary, the work plan includes three goals and strategies:

1. Policy development and evaluation - advise Behavioral Health leadership and the Board of Supervisors on related policy considerations, and collaborate with other Solano County advisory boards and county agencies.
2. Facilitation of treatment resource expansion - propose measures to respond to new substance use risks and to improve treatment; invite contracted providers to present to the Board at least annually; and encourage public support of harm reduction strategies.
3. Public awareness and ADAB visibility - develop a speakers' bureau, increase web presence, and promote participation in the ADAB.

As part of its efforts to reduce stigma associated with substance use disorder prevention and treatment, the ADAB reviewed its bylaws and identified stigmatizing language to be replaced to align with best practices. Attaining "recovery" from substance use disorder is a personal journey that is defined by the individual, not appropriately described by the term "sobriety" or even "clean and sober." Terms like "alcoholism and drug abuse" are replaced with "substance use disorder"; "aid" from treatment providers is changed to "services"; and "recovering alcoholic" is replaced with "person in recovery." These terms recognize that substance use disorders are treatable, medical conditions, not a personal weakness or a choice to "abuse" substances. ADAB approved the revised bylaws by unanimous vote at their January 8, 2020 meeting.

**FINANCIAL IMPACT:**

There is no financial impact to the County General Fund. The costs of preparing this report are nominal and absorbed by the Department's FY2019/20 Adopted Budget.

**DISCUSSION:**

The ADAB was established by the Board of Supervisors Resolution 94-191 on September 6, 1994, pursuant to Health and Safety Code section 11805 stating that each county "may have an advisory board on alcohol and other drug problems appointed by the board of supervisors." Solano County provides most of its substance use disorder treatment services through contracts with community-based organizations. The ADAB provides a forum for participation by the contracted providers, community, consumers, and other agencies in planning, evaluating and prioritizing services for the community.

The ADAB members serve on a voluntary basis for two-year terms, providing input to ensure that the community needs regarding substance use disorder treatment are met through prevention, early intervention, and treatment. The ADAB reviews, evaluates, and participates in the planning process, while also encouraging public understanding of substance use issues and advising the County Substance Use Disorder Administrator and Board of Supervisors.

There are currently six members and three vacancies on the ADAB. Additional vacancies include the District 3 Representative, Member at Large, and the Mental Health Advisory Board representative.

**ALTERNATIVES:**

The Board could choose not to approve this Work Plan or the changes to the by-laws. This is not recommended because both were approved by unanimous vote of the ADAB.

**OTHER AGENCY INVOLVEMENT:**

No other agencies participated in the work products from the ADAB.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

# **Solano County Alcohol and Drug Advisory Board (ADAB)**

## **2019-2020 Work Plan**

### **Mission**

The Alcohol & Drug Advisory Board (ADAB) is composed of individuals from diverse disciplines and backgrounds, representing a cross section of Solano County. The ADAB ensures that community needs are met regarding substance use disorder (SUD) related issues through prevention, early intervention, treatment and ongoing recovery. The ADAB reviews, evaluates and participates in the planning process, advises the SUD Administrator and Board of Supervisors (BOS) and encourages public understanding of SUD, thereby ensuring the most effective use of public funds and services.

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To further the Mission of the Solano County Drug and Alcohol Advisory Board it is vital to formulate and implement a focused work plan. The Board adopted its previous plan in March 2013. This revised and updated plan will be implemented over the next year. The Board will review this plan at each regular Board meeting to determine if the Board is on track with meeting the goals and objectives.

### **STRATEGY 1 – POLICY DEVELOPMENT AND EVALUATION**

*Goal: Provide ongoing subject matter expertise to the Behavioral Health Leadership and Board of Supervisors concerning legislation and policies affecting substance use issues and treatment in Solano County. The ADAB will regularly report to the BOS on the effectiveness of substance use disorder treatment programs and policies within the County.*

- Review and advise Behavioral Health Leadership and the BOS on local, State and federal legislation that affects Solano County treatment and SUD prevention programs.
- Collaborate with other County Advisory Boards and Solano County agencies for mutual support and to share information to better define and address the problems within Solano County. Potential partners include:
  - Solano County Superior Court
  - Juvenile Justice Coordinating Council
  - Partnership Health Plan
  - Solano County Mental Health Advisory Board
  - Solano County Board of Education
  - Solano County Sheriff-Coroner's Office
  - Solano County District Attorney's Office
  - Solano County Probation Department

### **STRATEGY 2 – FACILITATION OF TREATMENT RESOURCE EXPANSION**

*Goal: Increase the public and BOS' knowledge of the availability and effectiveness of treatment services available within Solano County. Propose measures to address new SUD risks and areas of*

*inadequate treatment resources.*

- Solano County SUD treatment program representatives will be invited to do a presentation of their facilities and services to the ADAB at least annually.
- Individual Board members will regularly correspond with their District Supervisors in order to anticipate the needs of the BOS regarding SUD policy development.
- The ADAB will regularly coordinate with County law enforcement, Superior Court and Probation Department to understand the current risks, unmet needs and the availability of emergent treatment resources for the management of acute SUD.
- The ADAB will work with all stakeholders to increase public support for Solano County harm reduction efforts through prevention-oriented activities such as facilitation of drug take-back programs, public education and web site development.

### STRATEGY 3 – PUBLIC AWARENESS AND ADAB VISIBILITY

*Goal: Educate the citizens of Solano County on the nature and extent of substance problems within our communities. Provide a public resource for understanding available options for referral to SUD treatment programs. Continue to develop the ADAB website. Make an ADAB speaker's bureau available to local civic organizations.*

- The expertise of the ADAB members is a significant County resource. Board members should take every opportunity to reach out and speak to community groups with an interest in substance use disorder prevention, treatment and recovery.
- Update the Solano County ADAB web page to include links to the Network of Care (NOC) website and work with County staff to ensure SUD resources and information are current on the NOC website.
- Actively recruit additional ADAB members through the press, Supervisors, the Napa-Solano County Medical Society, and health care facilities.

The Solano County Alcohol and Drug Advisory Board believes this work plan will enhance the effectiveness of Solano County harm reduction and treatment programs by increasing County leaderships' understanding and community awareness of the issues and challenges facing Solano County as it relates to substance use disorders.

- Provide a regular report to the Board of Supervisors concerning the ADAB's findings and recommendations concerning substance abuse risks within Solano County with recommendations to facilitate BOS policy development.
- Provide regular reports to the BOS of the ADAB's findings regarding the function, effectiveness and treatment availability of County SUD programs.
- The ADAB will present regular reports to the BOS concerning the findings of these activities.

The ADAB will present an annual report the Board of Supervisors that includes findings and recommendations concerning SUD risks and findings regarding the function, effectiveness and treatment availability issues of County substance abuse programs.

**SOLANO COUNTY  
Alcohol & Drug Advisory Board  
BY-LAWS**

**February 25, 2020**

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**ARTICLE I - NAME**

**SECTION 1. NAME:** The name of this organization shall be the Solano County Alcohol and Drug Advisory Board ("Advisory Board").

**ARTICLE II - PURPOSE**

**SECTION 1. AUTHORITY:** The Advisory Board shall function according to the provisions of Resolution Number 12-102 of the Solano County Board of Supervisors ("Board of Supervisors") and shall be deemed to be a local entity for purposes of the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code).

**SECTION 2. DUTIES AND RESPONSIBILITIES:** The Advisory Board shall:

- A. Review and evaluate the county program budget and any amendments thereto, and the community's substance use prevention, treatment, and rehabilitation needs, services, facilities, and special problems; and may make on-site visits to such facilities, and interview persons who are employees of such facilities and who have received services from such facilities.
- B. Participate in the planning process and review procedures used to insure citizen and professional involvement at all stages of the planning process.

- C. Advise Solano County Substance Abuse Administrator on policies, goals and operations of the county program and on any other related matters the Substance Abuse Administrator refers to it or which are raised by the Advisory Board.
- D. Encourage public understanding of the problems of substance use disorder and support throughout the county development and implementation of effective substance use programs that enhance recovery.
- E. In the event the Substance Abuse Administrator and the Advisory Board disagree regarding the development or implementation of any element of the county program budget or any related matter, the Advisory Board may designate a representative to report or make a presentation before the Board of Supervisors relating to such disagreement and ask for direction, if necessary.

### **ARTICLE III - MEMBERSHIP**

**SECTION 1. QUALIFICATIONS:** The Advisory Board shall be comprised of nine members appointed by the Board of Supervisors as follows:

1. One member of the public from each Supervisorial District
2. An at-large member of the public
3. An individual who has received treatment or services for a substance use disorder related to alcohol and who has attained long term recovery
4. An individual who has received treatment or services for a substance use disorder related to drugs and who has attained long term recovery
5. A representative of the County Mental Health Advisory Board

Members must understand prior to selection that service on at least one standing committee, if needed, is a condition of appointment. The Advisory Board shall be comprised to the extent possible of persons who have a professional interest in or personal commitment to recovering from substance mis-use in their communities. The membership shall include representatives from various ethnic, economic, social, and occupational groups. All members of the Advisory Board shall be residents of Solano County.

- A. No member of the Advisory Board, or their spouse, shall be a full-time or part-time county employee of any county facility which provides substance use disorder services, nor a member of the Board of Supervisors or any of their staff, nor a person in recovery with less than one (1) year of continuous abstinence and recovery.
- B. Neither providers and/or their spouses shall be eligible to serve. Provider shall be defined as any employee of a private agency (profit or non-profit) receiving funds from Solano County Department of Health and Social Services for the provision of substance use disorder services.
- C. Each Advisory Board member shall file an annual statement disclosing his/her interest and that of his/her spouse in investments, real property and income designated as reportable under the category to which the member's position is assigned in Exhibit A of the Conflict of Interest Code of the Advisory Board. The instruction manual in this code (available in the office of the Solano County Board of Supervisors) is, therefore, included by reference in the by-laws of the Advisory Board.



**SECTION 2. TERM OF OFFICE:** Each member shall be appointed for a term of three (3) years. At the end of each three (3) year term, members may reapply. No individual member shall serve more than two (2) consecutive full three (3) year appointed terms.

**SECTION 3. VACANCIES:** A vacancy on the Advisory Board shall be filled by the Board of Supervisors.

**SECTION 4. COMPENSATION:** The members of the Advisory Board shall serve without compensation. They shall be reimbursed for pre-authorized expenses incurred in connection with their duties as members of the Advisory Board.

**SECTION 5. ATTENDANCE:** All Advisory Board members must inform the Secretary of the Advisory Board if they will not be attending an Advisory Board meeting, otherwise it will be construed as an unexcused absence. The Advisory Board shall entertain a motion to recommend termination by the Board of Supervisors for unexcused absence from three (3) consecutive board meetings. The determination of what constitutes an excused absence shall be at the discretion of the Executive Committee.

**SECTION 6. REMOVAL OF MEMBERS:** The members of the Advisory Board may be removed for cause, i.e., unable to participate on committee work, or when they have more than three (3) consecutive unexcused absences, or when they no longer qualify for membership per Article III, Section 1, above.

**SPECIAL CIRCUMSTANCES:** A productive Advisory Board member removed from the Advisory Board may be transferred or placed on an inactive board status until the basis of removal (cause) no longer exists. At such time, the member may reapply and with the Executive Committee or full board approval, be reinstated to the Advisory Board

filling any vacancy for which he/she may qualify. If there is no vacancy, the person may fill the next vacancy occurring on the Advisory Board. Special circumstances may include, but not be limited to: a) personal prolonged illness, b) immediate family member illness, or c) temporary reassignments (six months or less).

**SECTION 7. TECHNICAL ADVISORY COMMITTEE MEMBERSHIP:** Solano County service providers shall be members of the Solano County Alcohol and Drug Advisory Board Technical Advisory Committee. The Technical Advisory Committee shall provide its expertise and knowledge to the Advisory Board. This committee shall not have voting or veto power, but is encouraged to attend all meetings in order to assist the Advisory Board whenever requested to do so.

#### **ARTICLE IV – MEETINGS**

**SECTION 1. SCHEDULE:** The Advisory Board shall meet regularly at a stated date, time, and place to be decided by the Advisory Board. Said meetings should occur monthly, but the Advisory Board may decide to meet less or more than monthly. The Advisory Board shall meet a minimum of six (6) times per year. All meetings of the Advisory Board shall be subject to the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code).

**SECTION 2. QUORUM:** A majority of the Advisory Board shall constitute a quorum for the transaction of business.

**SECTION 3. CONFLICT OF INTEREST:** No member who would personally or professionally benefit from a county funded project may vote on, advise or render an opinion on any issue involving any portion of those contracted monies.

## **ARTICLE V - OFFICERS**

**SECTION 1. ELECTED OFFICERS:** The officers of the Advisory Board shall be the Chair and Vice-Chair. Only officially appointed Advisory Board members may serve in these offices.

**SECTION 2. ELECTIONS:** In December of each year the Advisory Board shall elect its officers for the ensuing year. Nominations will be made at the end of the December meeting and immediately thereafter a vote shall be taken by handwritten ballot. The newly elected officers shall assume their respective responsibilities commencing January 1 of the next year.

**SECTION 3. TERM OF OFFICE:** Each officer shall serve for one year in the same office. No Chair or Vice-Chair shall serve for more than two (2) consecutive, elected terms.

**SECTION 4. VACANCIES:** Any vacancy shall be filled by an Advisory Board election at the first regular monthly meeting following the occurrence of the vacancy. In the event of a vacancy in the office of Chair, the Vice-Chair will be moved into that vacancy for that meeting.

**SECTION 5. DUTIES AND RESPONSIBILITIES:** The Chair shall preside at all regular and special meetings of the Advisory Board. He/she, or a person designated by him/her in the absence of the Chair and Vice-Chair, shall act as the official representative of the Advisory Board in its communications with other organizations and groups. In the absence or unavailability of the Chair, the Vice-Chair will assume the duties and

responsibilities of that position on an interim basis.

**SECTION 6. OTHER OFFICERS:** The Advisory Board may elect such other officers as they deem necessary to perform such duties as determined by the Advisory Board.

**SECTION 7. RULES OF ORDER:** The meetings of the Advisory Board shall be governed by the authority of "Robert's Rules of Order" modified to allow the Chair to participate during discussion, and he/she will vote only in case of a tie, except the Chair may vote in the annual election of officers.

## **ARTICLE VI - COMMITTEES**

**SECTION 1. EXECUTIVE COMMITTEE:** There shall be a standing Executive Committee comprised of the Chair and Vice-Chair and standing Committee Chairs. Duties and responsibilities shall be as delegated by the Advisory Board or it's duly appointed representatives.

**SECTION 2. OTHER COMMITTEES:** Other standing and special committees may be appointed by the Chair with the approval of the Advisory Board. The Technical Advisory Committee shall be a standing committee. Each standing committee shall select a Chair who serves at the pleasure of that committee.

## **ARTICLE VII – AMENDMENTS**

**SECTION 1. AMENDMENT OF BY-LAWS:** The By-laws may be amended at any meeting of the Advisory Board by a two-thirds (2/3) vote of the full membership provided that copies of proposed amendments are sent to all members of the board at

least five (5) days prior to the meeting at which the vote is taken. Any By-law changes must be approved by the Board of Supervisors.

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Amendment Approved by BOS: February 25, 2020  
Amendment Approved by BOS: May 12, 2012  
Established September 6, 1994

SOLANO COUNTY  
Alcohol & Drug Advisory Board  
BY-LAWS  
February 25, 2020

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**ARTICLE I - NAME**

**SECTION 1. NAME:** The name of this organization shall be the Solano County Alcohol and Drug Advisory Board ("Advisory Board").

**ARTICLE II - PURPOSE**

**SECTION 1. AUTHORITY:** The Advisory Board shall function according to the provisions of Resolution Number 12-102 of the Solano County Board of Supervisors ("Board of Supervisors") and shall be deemed to be a local entity for purposes of the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code).

**SECTION 2. DUTIES AND RESPONSIBILITIES:** The Advisory Board shall:

- A. Review and evaluate the county program budget and any amendments thereto, and the community's substance use prevention, treatment, and rehabilitation needs, services, facilities, and special problems; and may make on-site visits

to such facilities, and interview persons who are employees of such facilities and who have received services from such facilities.

- B. Participate in the planning process and review procedures used to insure citizen and professional involvement at all stages of the planning process.
- C. Advise Solano County Substance Abuse Administrator on policies, goals and operations of the county program and on any other related matters the Substance Abuse Administrator refers to it or which are raised by the Advisory Board.
- D. Encourage public understanding of the problems of substance use disorder and support throughout the county development and implementation of effective substance use programs that enhance recovery.
- E. In the event the Substance Abuse Administrator and the Advisory Board disagree regarding the development or implementation of any element of the county program budget or any related matter, the Advisory Board may designate a representative to report or make a presentation before the Board of Supervisors relating to such disagreement and ask for

direction, if necessary.

### **ARTICLE III - MEMBERSHIP**

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Members must understand prior to selection that service on at least one standing committee, if needed, is a condition of appointment.. The Advisory Board shall be comprised to the extent possible of persons who have a professional interest in or personal commitment to recovering from substance mis-use in their communities. The membership shall include representatives from various ethnic, economic, social, and occupational groups. All members of the Advisory Board shall be residents of Solano County.



- A. No member of the Advisory Board, or their spouse, shall be a full-time or part-time county employee of any county facility which provides substance use disorder services, nor a member of the Board of Supervisors or any of their staff, nor a person in recovery with less than one (1) year of continuous abstinence and recovery.
  
- B. Neither providers and/or their spouses shall be eligible to serve. Provider shall be defined as any employee of a private agency (profit or non-profit) receiving funds from Solano County Department of Health and Social Services for the provision of substance use disorder services.
  
- C. Each Advisory Board member shall file an annual statement disclosing his/her interest and that of his/her spouse in investments, real property and income designated as reportable under the category to which the member's position is assigned in Exhibit A of the Conflict of Interest Code of the Advisory Board. The instruction manual in this code (available in the office of the Solano County Board of Supervisors) is, therefore, included by reference in the by-laws of the Advisory Board.

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committee work, or when they have more than three (3) consecutive unexcused absences or when they no longer qualify for membership per Article III, Section 1., above.

SPECIAL CIRCUMSTANCES: A productive Advisory Board member removed from the Advisory Board may be transferred or placed on an inactive board status until the basis of removal (cause) no longer exists. At such time, the member may reapply and with the Executive Committee or full board approval, be reinstated to the Advisory Board filling any vacancy for which he/she may qualify. If there is no vacancy, the person may fill the next vacancy occurring on the Advisory Board. Special circumstances may include, but not be limited to: a) personal prolonged illness, b) immediate family member illness, or c) temporary reassignments (six months or less).

**SECTION 7. TECHNICAL ADVISORY COMMITTEE MEMBERSHIP:** Solano

County service providers shall be members of the Solano County Alcohol and Drug Advisory Board Technical Advisory Committee. The Technical Advisory Committee shall provide its expertise and knowledge to the Advisory Board. This committee shall not have voting or veto power, but is encouraged to attend all meetings in order to assist the Advisory Board whenever requested to do so.

**ARTICLE IV - MEETINGS**

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**SECTION 2. ELECTIONS:** In December of each year the Advisory Board shall elect its officers for the ensuing year. Nominations

will be made at the end of the December meeting and immediately thereafter a vote shall be taken by handwritten ballot. The newly elected officers shall assume their respective responsibilities commencing January 1 of the next year.

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**SECTION 7. RULES OF ORDER:** The meetings of the Advisory Board shall be governed by the authority of "Robert's Rules of Order" modified to allow the Chair to participate during discussion, and he/she will vote only in case of a tie, except the Chair may vote in the annual election of officers.

#### **ARTICLE VI - COMMITTEES**

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#### **ARTICLE VII - AMENDMENTS**

**SECTION 1. AMENDMENT OF BY-LAWS:** The By-laws may be amended at any meeting of the Advisory Board by a two-thirds (2/3) vote of the full membership provided that copies of proposed amendments are sent to all members of the board at least five (5) days prior to the meeting at which the vote is taken. Any By-law changes must be approved by the Board of Supervisors.

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(Amendment Approved by the BOS: February 25, 2020)



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	14	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Contract	<b>Department:</b>	Probation
<b>File #:</b>	20-132	<b>Contact:</b>	Christopher Hansen, 784-4803
<b>Agenda date:</b>	02/25/2020	<b>Final Action:</b>	

**Title:** Approve a 3 year contract with Leaders in Community Alternatives (LCA) to provide In-Custody and Community Based Employment/Vocational training services to adult participants at the Fairfield and Vallejo Centers for Positive Change (CPC), as well as the Claybank Detention Facility, for an amount not to exceed \$2,255,622 for the period of March 1, 2020 through February 28, 2023; Delegate authority to the County Administrator, pending County Counsel concurrence, to execute the contract and any modifications to contract limits not to exceed \$75,000; and Authorize the Chief of Probation to execute any amendments which are technical or administrative in nature

**Governing body:** Board of Supervisors

**District:** All

**Attachments:** A - Links to RFP and Contract

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

### **DEPARTMENTAL RECOMMENDATION:**

The Probation Department recommends that the Board of Supervisors:

1. Approve a three 3 year contract with Leaders in Community Alternatives (LCA) to provide In-Custody and Community Based Employment/Vocational Training services to adult participants at the Fairfield and Vallejo Centers for Positive Change (CPC), as well as the Claybank Detention Facility, for an amount not to exceed \$2,255,622 for the period of March 1, 2020 through February 28, 2023.
2. Delegate authority to the County Administrator, pending County Counsel concurrence, to execute the contract and any future amendments including changes to terms and conditions, scope of services and modifications to contract limits not to exceed \$75,000.
3. Authorize the Chief of Probation to execute any future contract amendments that are administrative or technical in nature.

### **SUMMARY**

The Probation Department (Department) in conjunction with the Sheriff's Office (SO) issued a competitive Request for Proposals (RFP) in July 2019 (RFP#952-0708-20) to solicit bids for In-Custody and Community Based Employment/Vocational Training Services at the Fairfield and Vallejo Centers for Positive Change



(CPC) as well as the Claybank Detention Facility for the period of March 1, 2020 through February 28, 2023. After careful consideration of the bid criteria, the bidders' qualifications as determined by the information provided by the proposals received, and the overall price and value to the County, the Department and the SO determined that Leaders in Community Alternatives (LCA) was the most responsive bidder to provide the services.

## **DISCUSSION:**

### **Development of the RFP**

The first task initiated in the RFP process was to establish the composition of the team who would create and review the RFP. The Probation Department, Sheriff's Office, and General Services ("County") collaboratively prepared and developed the components of the RFP.

Keeping in mind the County's commitment to ensuring public safety through the reduction of recidivism by increasing the life skills and competencies of both in and out of custody individuals, the RFP was developed to solicit bids for an evidence-based program that addressed and measured risk, needs, and responsivity of participants with the ultimate goal of providing them with new skills and competencies for sustainable employment.

A preliminary draft RFP was distributed to the Chief of Probation, the Criminal Justice Services Manager, Deputy County Counsel, and the Purchasing Manager for further review and comment.

### **RFP Issuance**

Upon approval of the RFP draft by the respective department representatives, the In-Custody and Community Based Employment/Vocational Training RFP #952-0708-20 was issued on July 8, 2019. The RFP was posted on the Solano County website and notice was sent to vendors registered on Public Purchase. A copy of the RFP is included as Attachment A.

### **RFP Amendment & Addendum**

The County prepared an Addendum to the RFP to address all written questions from vendors, and to amend the timeline and extend the deadline for proposal submittal from August 23, 2019 to September 6, 2019.

### **RFP Scoring Methodology**

The categories for evaluating the proposals set forth in the RFP included:

- 1) Service Description
- 2) Multi-Disciplinary Collaboration
- 3) Service History
- 4) Justice System Collaboration
- 5) Responsivity
- 6) Interagency Collaboration
- 7) Staff Training
- 8) Data Collection and Reporting

### **RFP Contract Award**

The Notice of Intent to Award was posted on the Solano County website on November 18, 2019. LCA was the best-evaluated proposer that the County is now considering for contract award. LCA's contract is included as

Attachment B.

Leaders in Community Alternatives

LCA's long-established history of model programs implementation for medium- to high-risk criminal justice populations uniquely qualifies them to provide the In-Custody and Community Based Employment/Vocational Training services. LCA has over 28 years of experience in providing services to criminal justice agencies, designing, developing and delivering culturally competent, bi-lingual case management and treatment services for the juvenile and adult client population in residential, outpatient, and in-custody settings throughout the state of California.

LCA has established comprehensive re-entry programs that create an environment for the participants to have a successful and sustained community reintegration. Moreover, LCA has extensive experience in developing vocational training models inside jails and are very familiar with the delivery of services needed for this specific population and working within the constraints of a jail setting.

As part of their proposal, LCA will deliver a comprehensive In-Custody and Community Based Employment/Vocational Training model that includes, but is not limited to:

- Evidence-based utilization of tool to assess employment readiness, motivation, past experiences, and fundamental soft skillsets.
- Individualized employment services plan for each referred client.
- Group Model delivery of in-classroom training and skill building utilizing evidence-informed employment services curricula designed specifically for the justice involved population (Change Companies' Interactive Journaling), both in-custody and in the community.
- Individualized assistance in résumé building and customized job search.
- Coordination, enrollment, and tuition assistance for vocational training programs, such as truck driving, trade training, and forklift training.
- Plan for offering subsidized employment assistance to encourage employers to offer second chances and hire justice involved clients, as needed.
- Job retention support - continue to ensure barriers are removed and clients are supported during their first 180 days of employment.
- For in-custody clients, ensure transition plan and referrals are provided to the client and offer a continuum of care through services at the Probation Department.
- Provide clients with an aftercare and discharge plan to ensure access to continued employment services, additional community resources like Workforce Development One Stops, career planning, and job security support.
- Monthly and quarterly reporting of both critical indicator data and performance outcomes.

LCA proposed utilizing an internal database to monitor the proposed employment and vocational services. The database would be used to track client progress starting at enrollment, continuing throughout the program, and after full employment is obtained. It is designed to offer a holistic view of the client's activities and progress, and acts as an outcomes dashboard and shall record participant's attendance in all programmatic activities. This database will also monitor program outcome measures, which include goals of:

- 80% of participants referred will have an intake orientation completed within seven days of referral.
- 70% of in-custody participants who had an intake and 70% clients in the community who had an intake will have an assessment completed, including a review of the results, within seven days of intake.
- 80% of assessed participants will have an Individual Service Plan completed within seven days of assessment completion.

- 70% of in-custody participants and 70% community participants who need life skills will complete the Life Skills Educational Group curriculum.
- 80% of community participants enrolled in the program will engage in Vocational Training or Job Search activities.
- 60% of community clients who engage in job search activities will obtain sustainable employment.

**FINANCIAL IMPACT:**

The maximum amount for the contract (\$2,255,622) is funded by Public Safety Realignment (AB109) monies. The Department's total of \$1,858,836 is partially included in its FY2019/2020 Adopted Budget (\$400,000), and the remainder will be included in its requested budgets for FY2020/2021, FY2021/22, and FY2022/23. The remaining \$396,786 is partially included in the Sheriff's Office FY2019/2020 Adopted Budget (\$33,600) and will also be requested in future budget years. There is no additional impact to the County General Fund.

The cost of preparing this item is minimal and is absorbed in the Department's FY2019/20 Adopted Budget.

**ALTERNATIVES:**

The Board of Supervisors could choose:

1. Not to award the contract to LCA and direct staff to pursue procurement of services by issuing another RFP. However, this action is not recommended as LCA was evaluated by an independent panel of evaluators and was deemed to be the best qualified proposer after a competitive selection process to provide employment and vocational training services.
2. Not to approve the contract and direct staff to consider other options and return with new recommendations. However, this alternative is not recommended as this may cause a delay and/or interruption in providing employment and vocational training services to the participants.
3. Not to delegate signing authority to the County Administrator to execute the standard contract and amendments that remain within budget appropriations. This action is not recommended as it would reduce flexibility and timeliness in completing the scope of work outlined in the contract.
4. Not to authorize the Chief of Probation to approve and execute any future contract amendments. This action is not recommended and is not practical as it would require the Department to request Board approval for routine matters such as minor technical or administrative changes.

**OTHER AGENCY INVOLVEMENT:**

General Services' Purchasing Division assisted in the development of the RFP and managed the process. County Counsel has approved the contract as to form. The Sheriff's Office has been consulted and concurs with the recommendation.

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**

## **ATTACHMENT A**

Due to file size, the following documents can be accessed via the links list below, in addition to being on file with the clerk of the board.

[A - Probation In-Custody and Community Based Employment RFP 952-0708-20](#)

[B - Probation In-Custody and Community Based Employment Contract](#)



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	15	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Appointment	<b>Department:</b>	Board of Supervisors
<b>File #:</b>	20-123	<b>Contact:</b>	Judi Booe, 784-6131
<b>Agenda date:</b>	02/25/2020	<b>Final Action:</b>	
<b>Title:</b>	Approve the appointment of Ernest Van Sant to the Dixon Fire Protection District Board of Directors, representing District 5, to a 4 year term to expire March 1, 2024		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 5		
<b>Attachments:</b>			

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

### **DEPARTMENTAL RECOMMENDATION:**

Supervisor Thomson requests the Board approve the appointments of Ernest Van Sant to the Dixon Fire Protection District Board of Directors, representing District 5, to a 4 year term to expire March 1, 2024.

### **SUMMARY/DISCUSSION:**

Mr. Van Sant has served several years as a California Public Safety member of the SAFECOM Committee for the Department of Homeland Security and prior to that, for the federal PSWN program. He is a long time resident of Dixon.

### **FINANCIAL IMPACT:**

The costs associated with preparing the agenda item are nominal and absorbed by the District 5 FY2019-2020 Adopted Budget.

### **ALTERNATIVES:**

The Board could choose not to approve this appointment, however, that is not recommended. Mr. Van Sant would be an asset to the Dixon Fire Protection District.

### **CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



# Solano County

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Fairfield, California 94533  
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## Agenda Submittal

<b>Agenda #:</b>	16	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Appointment	<b>Department:</b>	Board of Supervisors
<b>File #:</b>	20-126	<b>Contact:</b>	Judi Booe, 784-6131
<b>Agenda date:</b>	02/25/2020	<b>Final Action:</b>	
<b>Title:</b>	Approve the appointment of Trong Le to the Solano Partnership Against Violence (SPAV) Advisory Board for a term to expire on December 31, 2020		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 5		
<b>Attachments:</b>			

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

### DEPARTMENTAL RECOMMENDATION:

Supervisor Thomson requests the Board of Supervisors approve the appointment of Trong Le to the Solano Partnership Against Violence (SPAV) Advisory Board for a term to expire on December 31, 2020.

### SUMMARY/DISCUSSION:

The Solano Partnership Against Violence was approved as an advisory board of the Board of Supervisors in 1999 to advise the Board on issues of family violence. SPAV is tasked with promoting awareness of family violence issues and with providing the Board with advice on programs, funding, and policy issues designed to end family violence in Solano County.

SPAV continues to recruit new members, drawing from law enforcement, community-based organizations, Board of Supervisors representatives, adult survivors of domestic violence, as well as medical, faith based and social service agency representatives.

Mr. Le has been active in issues relating to health and has served on a number of health-related boards and committees since 2009, including the National Association of Community Health Centers, George Washington University Dept. of Health Policy, California Dept. of Health Care Services, Partnership Health Plan of California, Manatt Health Consulting, and currently on the California Primary Care Association.

### FINANCIAL IMPACT:

The costs associated with preparing this agenda item are nominal and absorbed by the District 5 FY2019-2020 Adopted Budget.

### ALTERNATIVES:

The Board could choose not to approve this appointment, however, this is not recommended, as Mr. Le would be an asset to the Solano Partnership Against Violence Advisory Board.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENT RECOMMENDATION



# Solano County

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Fairfield, California 94533  
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## Agenda Submittal

<b>Agenda #:</b>	17	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Appointment	<b>Department:</b>	Health and Social Services
<b>File #:</b>	20-138	<b>Contact:</b>	Gerald Huber, 784-8400
<b>Agenda date:</b>	02/25/2020	<b>Final Action:</b>	
<b>Title:</b>	Approve the appointments of Lesli Caldwell Houston and Danny Cotton to the Mental Health Advisory Board for terms to expire on February 24, 2023		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>			

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

### DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services (H&SS) recommends that the Board of Supervisors approve the appointments of Lesli Caldwell Houston and Danny Cotton to the Mental Health Advisory Board for terms to expire on February 24, 2023.

### SUMMARY/DISCUSSION:

Welfare and Institutions code section 5604-5604.5 specifies that the Board of Supervisors of each county shall appoint a Mental Health Advisory Board (MHAB) to provide input and feedback to the County Mental Health Director. The MHAB must include individuals who have experience with and knowledge of the mental health system. The board membership should also reflect the racial and ethnic diversity of the client population in the county. At least 20% of the membership must be a person with lived experience as a recipient of mental health services, and at least 20% must be a family member of an individual who is receiving or has received mental health services, to assure that different viewpoints are present.

The Solano County MHAB has been in existence since August 11, 1977, and currently maintains an active and diverse six-member roster, including one position filled by a member of the Board of Supervisors, currently Supervisor Brown. The MHAB is striving to achieve a membership of at least ten interested participants. This appointment will increase the membership to eight individuals. As required in the bylaws to affirm their commitment, both applicants have attended at least two board meetings as a member of the public. They have been interviewed and accepted by the membership committee.

Ms. Houston is a retired career Public Defender, most recently serving as the Public Defender for Solano County. In this capacity, she has been an advocate for defendants with mental health issues and believes that people with mental illness usually require treatment rather than incarceration. Her family history includes individuals living with mental illness, and she carries a personal passion for this advocacy. As someone informed on the law, she will be able to contribute a deep understanding of legislation that affects mental health policy. She is also knowledgeable on County practices consistent with the Stepping Up Initiative



adopted by the Board of Supervisors. She will be in a Family Member seat based upon her lived experience.

Mr. Cotton views himself as a re-entry advocate for those coming out of incarceration. He currently serves as manager for Clean & Sober Living Partnership, a sober living environment. In this capacity he advocates for individuals with substance use disorders to maintain their recovery and assists with their housing. He will be in a Community Member seat.

**FINANCIAL IMPACT:**

These appointments have no fiscal impact on the County General Fund. The costs of preparing this report are nominal and absorbed by the department's FY2019/20 Adopted Budget.

**ALTERNATIVES:**

The Board may choose not to approve these appointments. This is not recommended, as the MHAB has several vacancies needing to be filled, and continued vacancies will impact the Advisory Board's ability to effectively function. Both candidates have been interviewed and recommended by MHAB.

**OTHER AGENCY INVOLVEMENT:**

There are no other involved agencies.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



# Solano County

675 Texas Street  
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www.solanocounty.com

## Agenda Submittal

<b>Agenda #:</b>	18	<b>Status:</b>	Regular Calendar
<b>Type:</b>	Legislation	<b>Department:</b>	County Administrator
<b>File #:</b>	20-135	<b>Contact:</b>	Matthew A. Davis, 784-6111
<b>Agenda date:</b>	02/25/2020	<b>Final Action:</b>	
<b>Title:</b>	Receive an update from County staff and the County's State Legislative Advocate on the status of legislation that is of interest to the County and items discussed at the Board's Legislative Committee on February 3, 2020		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - SB 793 Bill Text, B - Federal Legislative Update, C - State Legislative Update		

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 an update from County staff and the County's State Legislative Advocate on State and Federal legislation of interest to the County and items discussed at the Board's Legislative Committee on February 3, 2020.

### **SUMMARY:**

Staff will provide an overview of items discussed at the Board's Legislative Committee on February 3, 2020. The County's Legislative Advocate, Karen Lange of SYASL Partners, Inc., will provide a verbal update on developments at the Capitol and key legislation of interest to the County. The informational items before the Board were reviewed by the County's Legislative Committee and are discussed individually in the discussion section below.

### **FINANCIAL IMPACT:**

The legislative program is designed to result in additional funding and cost avoidance relative to Solano County. The cost of preparing this report and compiling the information is a General Fund cost covered in the County Administrator's FY2019/20 administration budget.

### **DISCUSSION:**

The County's Legislative Committee Chair, Supervisor Erin Hannigan met on February 3, 2020 to discuss both Federal and State issues. Supervisor John Vasquez was unable to attend the meeting. Joe Krahn, Hasan Sarsour, and Tom Joseph of Paragon Government Relations, the County's federal legislative advocacy team, and Karen Lange of SYASL Partners, Inc., the County's state legislative advocate, all participated in the meeting as well.

The County's February 3, 2020 Legislative Committee agenda packet can be accessed at the following link:

[<http://www.solanocounty.com/civicax/filebank/blobdload.aspx?BlobID=31606>](http://www.solanocounty.com/civicax/filebank/blobdload.aspx?BlobID=31606)

The meeting agenda included one local state-action item which is discussed below:

**SB 793 - Flavored Tobacco Products**

On January 6, 2020, Senator Jerry Hill (D-CA) introduced SB 793, a bill that would prohibit tobacco retailers from selling, offering for sale, or possessing with the intent to sell or offer for sale, a flavored tobacco product. The bill would make a violation of this prohibition an infraction punishable by a fine of \$250 for each violation. The bill was first read on January 6, 2020 and has been referred to the committee on health. The bill is attached to this item as Attachment A and can also be found at the following link:

[<http://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill\\_id=201920200SB793>](http://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201920200SB793).

**Following a discussion, the Legislative Committee, by request of Solano County Health and Social Services Director, Gerald Huber and Public Health Officer, Dr. Bela Matyas, M.D., M.P.H., agreed to recommend the County Board of Supervisors consider supporting the proposed bill, and to write letters to Senator Hill and the County's legislative advocates, urging them to support the bill banning flavored tobacco products, helping diminish the risk of life-long addictions, including cigarette smoking and vaping among youth in Solano County.**

This staff report also includes a federal legislative update from Paragon Government Relations, (ATTACHMENT B) a state legislative update on bills Solano County has been following during the 2019-2020 legislative session from Karen Lange of SYASL Partners, Inc., (ATTACHMENT C).

**OTHER AGENCY INVOLVEMENT:**

Staff consulted with Solano County Department Heads, Paragon Government Relations, SYASL Partners, Inc. to compile this legislative report.

**Introduced by Senators Hill, Glazer, McGuire, Pan, and Wiener  
(Principal coauthor: Senator Durazo)**

(Principal coauthors: Assembly Members Bauer-Kahan, Berman, Bloom, Gonzalez, McCarty, Muratsuchi, Robert Rivas, and Wood)

**(Coauthors: Senators Archuleta, Beall, Lena Gonzalez, Leyva, and Nielsen)**

(Coauthors: Assembly Members Boerner Horvath, Bonta, Chiu, Levine, Mullin, O'Donnell, Petrie-Norris, Luz Rivas, Mark Stone, Ting, and Wicks)

January 6, 2020

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An act to add Article 5 (commencing with Section 104559.5) to Chapter 1 of Part 3 of Division 103 of the Health and Safety Code, relating to tobacco products.

LEGISLATIVE COUNSEL'S DIGEST

SB 793, as introduced, Hill. Flavored tobacco products.

Existing law, the Stop Tobacco Access to Kids Enforcement (STAKE) Act, prohibits a person from selling or otherwise furnishing tobacco products, as defined, to a person under 21 years of age. Existing law also prohibits the use of tobacco products in county offices of education, on charter school or school district property, or near a playground or youth sports event, as specified.

This bill would prohibit a tobacco retailer from selling, offering for sale, or possessing with the intent to sell or offer for sale, a flavored tobacco product, as defined. The bill would make a violation of this prohibition an infraction punishable by a fine of \$250 for each violation. The bill would state the intent of the Legislature that these provisions not be construed to preempt or prohibit the adoption and implementation of local ordinances related to the prohibition on the sale of flavored

tobacco products. The bill would state that its provisions are severable. By creating a new crime, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: yes.

*The people of the State of California do enact as follows:*

SECTION 1. Article 5 (commencing with Section 104559.5) is added to Chapter 1 of Part 3 of Division 103 of the Health and Safety Code, to read:

Article 5. Tobacco Sale Prohibition

104559.5. (a) For purposes of this section, the following definitions apply:

(1) "Characterizing flavor" means a distinguishable taste or aroma, or both, other than the taste or aroma of tobacco, imparted by a tobacco product or any byproduct produced by the tobacco product. Characterizing flavors include, but are not limited to, tastes or aromas relating to any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, menthol, mint, wintergreen, herb, or spice. A tobacco product shall not be determined to have a characterizing flavor solely because of the use of additives or flavorings or the provision of ingredient information. Rather, it is the presence of a distinguishable taste or aroma, or both, as described in the first sentence of this definition, that constitutes a characterizing flavor.

(2) "Constituent" means any ingredient, substance, chemical, or compound, other than tobacco, water, or reconstituted tobacco sheet, that is added by the manufacturer to a tobacco product during the processing, manufacture, or packing of the tobacco product.

(3) "Flavored tobacco product" means any tobacco product that contains a constituent that imparts a characterizing flavor.

1 (4) “Labeling” means written, printed, pictorial, or graphic  
2 matter upon a tobacco product or any of its packaging.

3 (5) “Packaging” means a pack, box, carton, or container of any  
4 kind, or, if no other container, any wrapping, including cellophane,  
5 in which a tobacco product is sold or offered for sale to a consumer.

6 (6) “Retail location” means both of the following:

7 (A) A building from which tobacco products are sold at retail.

8 (B) A vending machine.

9 (7) “Sale” or “sold” means a sale as defined in Section 30006  
10 of the Revenue and Taxation Code.

11 (8) “Tobacco product” means a tobacco product as defined in  
12 paragraph (8) of subdivision (a) of Section 104495, as that  
13 provision may be amended from time to time.

14 (9) “Tobacco retailer” means a person who engages in this state  
15 in the sale of tobacco products directly to the public from a retail  
16 location. “Tobacco retailer” includes a person who operates  
17 vending machines from which tobacco products are sold in this  
18 state.

19 (b) (1) A tobacco retailer, or any of the tobacco retailer’s agents  
20 or employees, shall not sell, offer for sale, or possess with the  
21 intent to sell or offer for sale, a flavored tobacco product.

22 (2) There shall be a rebuttable presumption that a tobacco  
23 product is a flavored tobacco product if a manufacturer or any of  
24 the manufacturer’s agents or employees, in the course of their  
25 agency or employment, has made a statement or claim directed to  
26 consumers or to the public that the tobacco product has or produces  
27 a characterizing flavor, including, but not limited to, text, color,  
28 images, or all, on the product’s labeling or packaging that are used  
29 to explicitly or implicitly communicate that the tobacco product  
30 has a characterizing flavor.

31 (c) A person who violates this section is guilty of an infraction  
32 and shall be punished by a fine of two hundred fifty dollars (\$250)  
33 for each violation of this section.

34 (d) This section does not preempt or otherwise prohibit the  
35 adoption of a local standard that imposes greater restrictions on  
36 the access to tobacco products than the restrictions imposed by  
37 this section. To the extent that there is an inconsistency between  
38 this section and a local standard that imposes greater restrictions  
39 on the access to tobacco products, the greater restriction on the  
40 access to tobacco products in the local standard shall prevail.

1 SEC. 2. The provisions of this act are severable. If any  
2 provision of this act or its application is held invalid, that invalidity  
3 shall not affect other provisions or applications that can be given  
4 effect without the invalid provision or application.

5 SEC. 3. No reimbursement is required by this act pursuant to  
6 Section 6 of Article XIII B of the California Constitution because  
7 the only costs that may be incurred by a local agency or school  
8 district will be incurred because this act creates a new crime or  
9 infraction, eliminates a crime or infraction, or changes the penalty  
10 for a crime or infraction, within the meaning of Section 17556 of  
11 the Government Code, or changes the definition of a crime within  
12 the meaning of Section 6 of Article XIII B of the California  
13 Constitution.

# ATTACHMENT B

## Summary of Federal Legislative Report – February 3

### House Democrats Release Infrastructure Framework

On January 29<sup>th</sup>, House Democrats released their framework for an ambitious new infrastructure bill. The blueprint, which calls for spending \$760 billion over five years, outlines investments in highways and bridges, rail and transit, ports and harbors, airports, water infrastructure, broadband, and brownfields. A copy of the proposal can be found [here](#).

It should be noted that the framework will serve as a roadmap for three separate House committees – Transportation & Infrastructure, Energy & Commerce, and Ways & Means – as they craft the text of their respective infrastructure measures. Among the highlights of the framework are:

- \$329 billion for highway, bridge, and safety investments, including funding for carbon reduction initiatives and resiliency projects;
- \$105 billion for transit, including increased funding for transit agencies and investments in zero-emission buses;
- \$86 billion for broadband investments, the majority of which would be dedicated to deploying secure and resilient high-speed broadband for communities nationwide; and
- \$50.5 billion for clean water and wastewater infrastructure, \$10 billion for flood protection and navigation projects, and \$25.4 billion for projects aimed at protecting drinking water.

With regard to financing the proposal, House Democrats are calling on President Trump to come to the table to help develop a set of bipartisan pay-fors. While there are a number of revenue-raising options available to Congress, several key Democratic leaders have expressed support for a combination of user fees and bonding mechanisms. Incidentally, the question of how to pay for new infrastructure spending was the topic of a January 29<sup>th</sup> hearing in the House Ways and Means Committee.

Looking ahead, legislative text is expected to be released by the three committees sometime this spring.

### House Subcommittee Hearing on Water Legislation

The House Natural Resources Committee's Water, Oceans, and Wildlife Subcommittee held a recent legislative hearing on several water infrastructure bills. Among the legislation reviewed by the subcommittee was the *Disadvantaged Community Drinking Water Assistance Act* (HR 5347), which authorizes \$20 million annually for five years to establish a new grant program within the Department of the Interior to assist small, disadvantaged communities improve their access to clean drinking water.



Another proposal discussed by the subcommittee was the *Move Water Now Act* (HR 5316), which would authorize \$200 million to help restore the conveyance capacity of the Friant-Kern Canal. Additionally, the measure would authorize \$200 million toward implementation of the San Joaquin River Restoration Settlement Act.

The aforementioned bills, along with water infrastructure measures that would authorize funding for surface and groundwater storage, water reuse, desalination, efficiency, and conservation efforts, are expected to be folded into the broader House Democratic infrastructure package.

### **House Committee Examines Pending Cannabis Legislation**

On January 15<sup>th</sup>, the House Energy and Commerce Committee's Subcommittee on Health held a legislative hearing to discuss several pending cannabis reform bills, including two measures that would legalize the drug. The most comprehensive proposal – the *Marijuana Opportunity Reinvestment and Expungement* (MORE) Act (HR 3884) – would decriminalize cannabis at the federal level. The legislation, which the Judiciary Committee approved late last year, also includes various social equity provisions, including language that would create a pathway for resentencing individuals with prior cannabis-related convictions.

In addition to the MORE Act, the Health Subcommittee reviewed the *Marijuana Freedom and Opportunity Act* (HR 2843), which would remove cannabis and THC from Schedule I of the *Controlled Substances Act* (CSA). The bill includes directives to conduct research on the impact of the drug on the brain, the efficacy of medicinal marijuana, and the identification of additional medical benefits and uses of cannabis. HR 2843 also would provide support for highway safety research and would provide grants to state and local governments to help expunge the records of those with cannabis-related convictions.

A third proposal (HR 171) discussed at the hearing would move cannabis from Schedule I to Schedule II of the CSA. The bill also would clarify that the federal government cannot prohibit or otherwise restrict state-legal use, possession, transportation, production and distribution of medical cannabis. The remaining three bills (HR 601; HR 1151; HR 3797) on the docket all seek to increase the supply of cannabis for research purposes and expand state-legal medical cannabis protections to veterans.

The hearing witnesses, made up of administration officials from the Drug Enforcement Administration (DEA), the Food and Drug Administration (FDA), and the National Institute on Drug Abuse (NIDA), discussed the need to clear federal barriers to research before pursuing broader cannabis reforms. There also was general consensus that the current supply of cannabis for research purposes is inadequate. For his part, DEA Senior Policy Advisor Matthew Strait indicated that his agency is actively developing regulations that would help expand the number of federally authorized cannabis manufacturers for research purposes.

### **House Committee Holds Hearing on Legislative Options to Address Homelessness**

On January 14<sup>th</sup>, the House Financial Services Committee held a hearing on the rental housing crisis entitled “On the Brink of Homelessness: How the Affordable Housing Crisis and the Gentrification of America is Leaving Families Vulnerable.” The hearing follows the release of an annual report by the U.S. Department of Housing and Urban Development (HUD) that found that there was a 2.7 percent increase in homelessness across the country. It should be noted that California experienced the largest increase, seeing its homeless numbers rise by 16.4 percent.

While there was significant discussion regarding the latest HUD report, the witnesses provided their views on legislative options to combat the growing homelessness problem, including legislation – the *Ending Homelessness Act* (HR 1856) – which would provide \$13.27 billion over five years to a number of critical federal housing programs and initiatives. The panel also received testimony on a measure (HR 5187) that would authorize more than \$100 billion in federal funding for affordable housing infrastructure. In addition to HR 1856 and HR 5187, there were two draft bills under discussion.

The first – the *Stable Families Act* – would establish a demonstration program to provide short-term financial assistance to extremely low-income families that are at risk of eviction. The other measure, titled the *Housing Emergencies Lifeline Program (HELP) Act*, would provide protections for tenants who have been evicted from their homes by making several key changes to *Fair Credit Reporting Act*.

While the Financial Services Committee focused on more comprehensive proposals, the full House recently approved two narrowly focused homelessness bills. On January 13, the chamber passed the *Homeless Assistance Act* (HR 4302), which would allow public housing agencies to share client-level data with local governments and nonprofit service providers. The bill also would help housing agencies identify people who experience homelessness and who frequently use multiple services and systems. The other piece of House-approved legislation (HR 2398) is sponsored by Representative Scott Peters (D-CA) and would expand eligibility for the Veterans Affairs Supportive Housing (HUD-VASH) program to veterans experiencing homelessness who have received an “other than honorable” discharge.

### **Supreme Court Decides that Public Charge Rule May Proceed**

On January 27<sup>th</sup>, the U.S. Supreme Court ruled that the Trump administration may proceed, for now, with implementation of its “public charge” rule, which allows immigration officials to consider the receipt of Medicaid, Supplemental Nutrition Assistance Program (SNAP/CalFresh) benefits, federal housing assistance and other non-cash benefits when determining whether a legal immigrant may revise or extend her/his immigration status. In a 5-4 ruling, Justice Neil Gorsuch wrote that granting extraordinary relief was related to the “increasingly common practice” of trial courts issuing injunctions of nationwide scope in response to specific Trump administration policies. While timing for enforcing the rule is not yet public, the Court’s decision allows the Department of Homeland Security to use the new rule until the pending legal challenges wind their way through the lower courts. It should be noted that the rule is still blocked in Illinois, where a more limited, statewide injunction remains in place.

## **CMS Unveils New Medicaid Block Grant Option**

On January 30<sup>th</sup>, the Centers for Medicare and Medicaid Services (CMS) announced that states may request a Medicaid demonstration grant to cap funding to serve able-bodied adults covered as part of the *Affordable Care Act's* expansion population. A 'Healthy Adult Opportunity' waiver would provide a capped amount of federal funding over five years to serve single individuals. In return, states would have more flexibility to serve those individuals. More information can be found [here](#).

## Solano County Legislation of Interest Monday, February 10, 2020

Bill ID/Topic	Location	Summary	Position
<a href="#">AB 823</a> <a href="#">Arambula</a> D  Developmental services.	1/30/2020-S. RLS. 1/30/2020-Read third time. Passed. Ordered to the Senate. In Senate. Read first time. To Com. on RLS. for assignment.	Current law requires the State Department of Developmental Services, when approving regional center contracts, to ensure that regional center staffing patterns demonstrate that direct service coordination is the highest priority. Under current law, as a component of its contract with the department, a regional center is required to have, or contract for, certain services, including staffing arrangements related to the delivery of services that the department determines are necessary to ensure maximum cost-effectiveness and to ensure that the service needs of consumers and families are met. This bill would additionally require a regional center to contract for mobile crisis services assist consumers in remaining in, or returning to, the community.	
<a href="#">AB 831</a> <a href="#">Grayson</a> D  Department of Housing and Community Development: study: local fees: new developments.	5/29/2019-S. RLS. 6/6/2019-Referred to Com. on RLS.	Would require the Department of Housing and Community Development to post the study on its internet website on or before March 1, 2020. The bill would also require the department, by January 1, 2024, to issue a report to the Legislature on the progress of cities and counties in adopting the recommendations made in the study.	
<a href="#">AB 1853</a> <a href="#">Frazier</a> D  Health care: medical goods: reuse and redistribution.	1/30/2020-A. AGING & L.T.C. 1/30/2020-Referred to Coms. on AGING & L.T.C. and HEALTH.	Would require the California Department of Aging, upon appropriation by the Legislature, to establish a comprehensive 3-year pilot program in the Counties of Contra Costa, Napa, and Solano to facilitate the reuse and redistribution of durable medical equipment and other home health supplies. The bill would require the department to contract in each county with a local nonprofit agency to oversee the program and would require the contracting nonprofit agency to, at a minimum, develop a computerized system to track the inventory of equipment and supplies available for reuse and redistribution and organize pickup and delivery of equipment and supplies.	

Bill ID/Topic	Location	Summary	Position
<a href="#">AB 1861</a> <a href="#">Santiago</a> D  Mental health: involuntary commitment.	1/7/2020-A. PRINT 1/8/2020-From printer. May be heard in committee February 7.	Under current law, if a person, as a result of a mental disorder, is a danger to others, or to themselves, or is gravely disabled, the person may, upon probable cause, be taken into custody and placed in a facility designated by the county and approved by the State Department of Health Care Services as a facility for 72-hour treatment and evaluation. Current law prohibits specified mental health personnel from taking certain actions that interfere with a peace officer seeking to transport, or having transported, a person detained for 72-hour treatment and evaluation. This bill would make technical, nonsubstantive changes to these provisions.	
<a href="#">AB 1915</a> <a href="#">Chu</a> D  Electrical corporations: deenergization events.	1/17/2020-A. U. & E. 1/17/2020-Referred to Com. on U. & E.	Would, if the Public Utilities Commission approves a wildfire mitigation plan that authorizes an electrical corporation to deenergize portions of the electrical grid, this bill would require the commission to adopt rules setting forth the circumstances under which a deenergization event may be undertaken and continued in effect and the appropriate geographic range of a deenergization event. Following a deenergization event, the bill would require the commission to determine whether the electrical corporation complied with the rules and also determine if the entire duration and geographic range of the deenergization event was reasonable, as specified.	
<a href="#">AB 1916</a> <a href="#">Chu</a> D  Deenergization: notification: languages.	1/17/2020-A. U. & E. 1/17/2020-Referred to Com. on U. & E.	Would require an electrical corporation, by July 1, 2021, to conduct a survey of its customers asking each customer the language in which the customer prefers to receive direct communications from the electrical corporation and to list any medical needs that would require accommodation during a deenergization event. The bill would require the electrical corporation to provide direct communications and updates regarding the intentional deenergization of the electrical corporation's distribution and transmission system to each affected customer in the preferred language of that customer.	
<a href="#">AB 1924</a> <a href="#">Grayson</a> D  Housing development: fees.	1/23/2020-A. L. GOV. 1/23/2020-Referred to Coms. on L. GOV. and H. & C.D.	Would require that a fee levied or imposed on a housing development project by a local agency be proportionate to the square footage of the proposed unit or units. By imposing additional duties on local agencies that impose fees under the Mitigation Fee Act, the bill would impose a state-mandated local program.	
<a href="#">AB 1958</a> <a href="#">Cooper</a> D  State Plan of Flood Control: facilities.	2/6/2020-A. W.,P. & W. 2/6/2020-Referred to Coms. on W., P., & W. and PUB. S.	Would prohibit a person from concealing, defacing, destroying, modifying, cutting, altering, or physically or visually obstructing any levee along a river or bypass at any of those specified places, any levee forming part of any flood control plan, or any other facility of the State Plan of Flood Control, including, but not limited to, any and all associated rights of way, without permission of the board. By expanding the behavior that would be punishable as a misdemeanor, the bill would impose a state-mandated local program.	

Bill ID/Topic	Location	Summary	Position
<a href="#">AB 1976</a> <a href="#">Eggman</a> D  Mental health services: assisted outpatient treatment.	2/6/2020-A. HEALTH 2/6/2020-Referred to Coms. on HEALTH and JUD.	The Assisted Outpatient Treatment Demonstration Project Act of 2002, known as Laura's Law, until January 1, 2022, authorizes each county to elect to offer specified mental health programs either through a resolution adopted by the county board of supervisors or through the county budget process if the county board of supervisors makes a finding that specified mental health programs will not be reduced as a result of participating. Existing law authorizes participating counties to pay for the services provided from moneys distributed to the counties from various continuously appropriated funds, including the Mental Health Services Fund, when included in a county plan, as specified. This bill would instead require a county or group of counties to offer those mental health programs unless a county opts out by a resolution passed by the governing body stating the reasons for opting out and any facts or circumstances relied on in making that decision.	
<a href="#">AB 1979</a> <a href="#">Friedman</a> D  Foster youth: housing.	2/6/2020-A. HUM. S. 2/6/2020-Referred to Com. on HUM. S.	Current law requires county agencies that place children in foster care to conduct an evaluation of the county's placement resources and programs in relation to the needs of children placed in out-of-home care, and specifically requires county placement agencies to examine placements that are out of county and determine the reason the placement was necessary. This bill would additionally require a county placement agency to examine its ability to meet the emergency housing needs of nonminor dependents.	
<a href="#">AB 2015</a> <a href="#">Eggman</a> D  Certification for intensive treatment: review hearing.	1/29/2020-A. PRINT 1/30/2020-From printer. May be heard in committee February 29.	Current law authorizes a peace officer or a professional designated by the county to take a person into custody for a period of up to 72 hours for assessment, evaluation, and crisis intervention, or placement for evaluation and treatment, when the person is a danger to self or others, or is gravely disabled, as a result of a mental health disorder. Current law also authorizes a court to order the evaluation of a person who is alleged to be a danger to self or others as a result of a mental disorder, or the evaluation of a criminal defendant who appears to be a danger to self or others, or to be gravely disabled, as a result of chronic alcoholism or the use of narcotics or restricted dangerous drugs. Current law requires that a certification review hearing be held, as specified, and governs the procedure for presenting evidence at the hearing. This bill would authorize the evidence presented in support of the certification decision to include information regarding the person's medical condition and how that condition bears on the person's ability to survive safely without involuntary detention.	
<a href="#">AB 2033</a> <a href="#">Wood</a> D  Deenergization: spoilage claims.	1/30/2020-A. PRINT 1/31/2020-From printer. May be heard in committee March 1.	Would require an electrical corporation that engages in a public safety power shutoff to compensate a customer for any qualified claim for spoilage of food or medication if the customer experienced an interruption in electrical service for greater than 8 hours and received less than 24 hours notice of the interruption.	

Bill ID/Topic	Location	Summary	Position
<a href="#">AB 2057</a> <a href="#">Chiu</a> D  San Francisco Bay area: public transportation.	2/3/2020-A. PRINT 2/4/2020-From printer. May be heard in committee March 5.	Current law creates the Metropolitan Transportation Commission as a local area planning agency for the 9-county San Francisco Bay area with comprehensive regional transportation planning and other related responsibilities. Current law creates various transit districts located in the San Francisco Bay area, with specified powers and duties relative to providing public transit services. This bill would state the intent of the Legislature to later enact legislation relating to public transportation in the 9-county San Francisco Bay area.	
<a href="#">AB 2105</a> <a href="#">Quirk-Silva</a> D  Criminal procedure: competence to stand trial.	2/6/2020-A. PRINT 2/7/2020-From printer. May be heard in committee March 8.	Current law specifies a process for declaring a defendant who is charged with a felony to be mentally incompetent to stand trial. Current law requires the court to order that the mentally incompetent defendant be delivered by the sheriff to a State Department of State Hospitals facility or to any other available public or private treatment facility that meets stated specifications, or placed on outpatient status. This bill would authorize a court to order a defendant who is charged with a felony and who is not in the custody of the sheriff to self-surrender to a State Department of State Hospitals facility at a specific date and time.	
<a href="#">AB 2106</a> <a href="#">Aguiar-Curry</a> D  Wildlife habitat: Nesting Bird Habitat Incentive Program: upland game bird hunting validation: state duck hunting validation.	2/6/2020-A. PRINT 2/7/2020-From printer. May be heard in committee March 8.	Current law makes it unlawful to take upland game birds without first procuring a hunting license and an upland game bird hunting validation. Under existing law, moneys derived from upland game bird hunting validations are required to be deposited in the Upland Game Bird Account in the Fish and Game Preservation Fund. Current law requires a person to procure a hunting license and a state duck hunting validation to take migratory birds, as specified. Under current law, moneys derived from state duck hunting validations are required to be deposited in the State Duck Stamp Account in the Fish and Game Preservation Fund. This bill would raise by \$5 the upland game bird hunting validation and the state duck hunting validation fees, as specified, with that \$5 to be deposited, and available upon appropriation to the department for the Nesting Bird Habitat Incentive Program, in the Nesting Bird Habitat Incentive Subaccount, which the bill would create in the California Waterfowl Habitat Preservation Account.	
<a href="#">ACA 1</a> <a href="#">Aguiar-Curry</a> D  Local government financing: affordable housing and public infrastructure: voter approval.	5/20/2019-A. RECONSIDERATION 8/19/2019-Read third time. Refused adoption. Motion to reconsider made by Assembly Member Aguiar-Curry.	The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements.	Support

Bill ID/Topic	Location	Summary	Position
<a href="#">ACA 3 Mathis</a> R Clean Water for All Act.	4/30/2019-A. W.,P. & W. 4/30/2019-In committee: Set, first hearing. Failed passage. Reconsideration granted.	This measure, the Clean Water for All Act, would additionally require, commencing with the 2021–22 fiscal year, not less than 2% of specified state revenues to be set apart for the payment of principal and interest on bonds authorized pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014; water supply, delivery, and quality projects administered by the department, and water quality projects administered by the state board, as provided.	
<a href="#">SB 214 Dodd</a> D Medi-Cal: California Community Transitions program.	7/9/2019-A. APPR. 8/21/2019-August 21 set for first hearing canceled at the request of author.	Would require the State Department of Health Care Services to implement and administer the California Community Transitions (CCT) program, as authorized under federal law and pursuant to the terms of the Money Follows the Person Rebalancing Demonstration, to help an eligible Medi-Cal beneficiary move to a qualified residence, as defined, after residing in an institutional health facility for a period of 90 days or longer. The bill would require CCT program services to be provided by a lead organization, as defined, which would coordinate and ensure the delivery of all services necessary to implement the program.	
<a href="#">SB 278 Beall</a> D Metropolitan Transportation Commission.	1/27/2020-A. DESK 1/27/2020-Ordered to special consent calendar. Read third time. Passed. (Ayes 38. Noes 0.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.	The Metropolitan Transportation Commission Act creates the Metropolitan Transportation Commission as a local area planning agency to provide comprehensive regional transportation planning for the region comprised of the 9 San Francisco Bay area counties. The act requires the commission to continue to actively, on behalf of the entire region, seek to assist in the development of adequate funding sources to develop, construct, and support transportation projects that it determines are essential. This bill would also require the commission to determine that those transportation projects are a priority for the region.	
<a href="#">SB 378 Wiener</a> D Electrical corporations: deenergization events: procedures: allocation of costs: reports.	1/27/2020-A. DESK 1/27/2020-Read third time. Passed. (Ayes 25. Noes 2.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.	Would require each electrical corporation to annually submit a report to the Wildfire Safety Division and, after June 30, 2021, to the Office of Energy Infrastructure Safety, that includes the age, useful life, and condition of the electrical corporation's equipment, inspection dates, and maintenance records for its equipment, investments to maintain and improve the operation of its transmission and distribution facilities, and an assessment of the current and future fire and safety risk posed by the equipment.	



Bill ID/Topic	Location	Summary	Position
<a href="#">SB 753</a> <a href="#">Stern</a> D  Public social services: emergency notification.	1/27/2020-A. DESK 1/27/2020-Read third time. Passed. (Ayes 39. Noes 0.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.	Current law permits an authorized employee of a county social services department to disclose the name and residential address of elderly or disabled clients to police, fire, or paramedical personnel, or other designated emergency services personnel, in the event of a public safety emergency that necessitates the possible evacuation of the area in which those elderly or disabled clients reside. Current law specifies that public safety emergencies include, but are not limited to, events that jeopardize the immediate physical safety of county residents. This bill would additionally permit those individuals' telephone numbers and e-mail addresses to be disclosed and would specifically identify a public safety power shut-off as a public safety emergency.	
<a href="#">SB 797</a> <a href="#">Wilk</a> R  Water resources: permit to appropriate: application procedure.	1/15/2020-S. N.R. & W. 1/15/2020-Referred to Com. on N.R. & W.	Current law requires the State Water Resources Control Board to issue and deliver a notice of an application as soon as practicable after the receipt of an application for a permit to appropriate water that conforms to the law. Current law allows interested persons to file a written protest with regard to an application to appropriate water and requires the protestant to set forth the objections to the application. Current law declares that no hearing is necessary to issue a permit in connection with an unprotested application, or if the undisputed facts support the issuance of the permit and there is no disputed issue of material fact, unless the board elects to hold a hearing. This bill, if the board has not rendered a final determination on an application for a permit to appropriate water within 30 years from the date the application was filed, would require the board to issue a new notice and provide an opportunity for protests before rendering a final determination, with specified exceptions.	
<a href="#">SB 801</a> <a href="#">Glazer</a> D  Electrical corporations: wildfire mitigation plans: deenergization: public safety protocol.	1/15/2020-S. E. U., & C. 1/15/2020-Referred to Com. on E., U. & C.	Would require an electrical corporation to deploy backup electrical resources or provide financial assistance for backup electrical resources to a customer receiving a medical baseline allowance if the customer meets those conditions.	

Bill ID/Topic	Location	Summary	Position
<a href="#">SB 802</a> <a href="#">Glazer</a> D  Emergency backup generators: health facilities: permit operating condition exclusion.	1/15/2020-S. E.Q. 1/15/2020-Referred to Coms. on EQ. and E., U. & C.	Would require an air district to adopt a rule or revise its existing rules, consistent with federal law, to allow a health facility that has received a permit from the district to construct and operate an emergency backup generator to use that emergency backup generator during a deenergization event without having that usage count toward any time limitation on actual usage and routine testing and maintenance included as a condition for issuance of that permit. By requiring air districts to adopt or revise its rules, the bill would impose a state-mandated local program.	
<a href="#">SB 862</a> <a href="#">Dodd</a> D  Planned power outage: public safety.	1/29/2020-S. E. U., & C. 1/29/2020-Referred to Com. on E., U. & C.	Current law defines the terms “state of emergency” and “local emergency” to mean a duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by, among other things, fire, storm, or riot. This bill would additionally include a planned deenergization event, as defined, within those conditions constituting a state of emergency and a local emergency.	
<a href="#">SB 889</a> <a href="#">Skinner</a> D  Juveniles.	1/24/2020-S. RLS. 2/6/2020-Referred to Com. on RLS.	Current law generally subjects any person under 18 years of age who commits a crime to the jurisdiction of the juvenile court, which may adjudge that person to be a ward of the court. This bill would state the intent of the Legislature to raise the age limit on California’s youth justice system.	
<a href="#">SB 899</a> <a href="#">Wiener</a> D  Density bonuses.	1/30/2020-S. RLS. 1/31/2020-From printer. May be acted upon on or after March 1.	Current law, known as the Density Bonus Law, requires a city or county to provide a developer that proposes a housing development within the jurisdictional boundaries of that city or county with a density bonus and other incentives or concessions for the production of lower income housing units, or for the donation of land within the development, if the developer agrees to construct a specified percentage of units for very low income, low-income, or moderate-income households or qualifying residents and meets other requirements. This bill would make a nonsubstantive change to that law.	
<a href="#">SB 902</a> <a href="#">Wiener</a> D  General plan.	1/30/2020-S. RLS. 1/31/2020-From printer. May be acted upon on or after March 1.	the Planning and Zoning Law requires a planning agency of a city or county to provide by April 1 of each year an annual report to, among other entities, the Department of Housing and Community Development. The law requires that the annual report include, among other specified information, the number of housing development applications received and the number of units approved and disapproved in the prior year. This bill would additionally require the planning agency include in the annual report whether the city or county is a party to a court action related to a violation of state housing law, and the disposition of that action. By requiring a planning agency to include additional information in its annual report, the bill would impose a state-mandated local program.	

Bill ID/Topic	Location	Summary	Position
<a href="#">SB 906</a> <a href="#">Skinner</a> D  Housing: joint living and work quarters and occupied substandard buildings or units.	2/3/2020-S. RLS. 2/4/2020-From printer. May be acted upon on or after March 5.	Current law permits a city or county to adopt alternative building regulations for the complete or partial conversion of commercial or industrial buildings to joint living and work quarters. Current law defines a joint living and work quarter as residential occupancy by a family or not more than 4 unrelated persons maintaining a common household of one or more rooms or floors in a building originally designed for industrial or commercial occupancy, as specified. This bill would redefine joint living and work quarters to mean residential occupancy by a group of persons, whether those persons are related or unrelated.	
<a href="#">SB 909</a> <a href="#">Dodd</a> D  Emergency vehicles.	2/3/2020-S. RLS. 2/4/2020-From printer. May be acted upon on or after March 5.	Current law prohibits any vehicle, other than an authorized emergency vehicle, from being equipped with a siren. Current law requires an emergency vehicle to be equipped with a siren that meets requirements set forth by the Department of the California Highway Patrol. This bill would authorize an emergency vehicle to be equipped with a “hi-lo” audible warning sound and would authorize the “hi-lo” to be used solely for the purpose of notifying the public of an immediate need to evacuate. This bill contains other current laws.	
<a href="#">SB 917</a> <a href="#">Wiener</a> D  California Consumer Energy and Conservation Financing Authority: eminent domain: Northern California Energy Utility District: Northern California Energy Utility Services.	2/3/2020-S. RLS. 2/4/2020-From printer. May be acted upon on or after March 5.	Would rename the authority the California Consumer Energy and Conservation Financing Authority and would repeal the prohibition upon the authority approving any new program, enterprise, or project, on or after January 1, 2007. The bill would authorize the authority to acquire, by eminent domain, the assets or ownership of an electrical corporation, gas corporation, or public utility that is both an electrical and gas corporation, including any franchise rights, if that corporation has been convicted of one or more felony criminal violations of laws enacted to protect the public safety within 10 years of the date the eminent domain action is commenced. The bill would authorize a local publicly owned energy utility, as defined, to elect to join in the eminent domain action brought by the authority and acquire that portion of the electrical or gas system necessary to provide service within its borders if the local publicly owned energy utility contributes its proportionate share of the compensation paid for the assets or ownership of the public utility.	

Bill ID/Topic	Location	Summary	Position
<a href="#">SB 925</a> <a href="#">Glazer</a> D Mobile telephony service base transceiver station towers: performance reliability standards.	2/4/2020-S. RLS. 2/5/2020-From printer. May be acted upon on or after March 6.	Would require the Public Utilities Commission, in consultation with the Office of Emergency Services, to develop and implement performance reliability standards, as specified, for all mobile telephony service base transceiver station towers, commonly known as “cell towers.”	



# Solano County

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## Agenda Submittal

<b>Agenda #:</b>	19	<b>Status:</b>	Regular Calendar
<b>Type:</b>	Report	<b>Department:</b>	County Administrator
<b>File #:</b>	20-125	<b>Contact:</b>	Chris Rogers, 784-6100
<b>Agenda date:</b>	02/25/2020	<b>Final Action:</b>	
<b>Title:</b>	Receive an update on the 2019 Solano County Farmbudsman Program activities		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Farmbudsman Background, B - Presentation		

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

### DEPARTMENTAL RECOMMENDATION:

The County Administrator's Office recommends that the Board of Supervisors receive an update on the 2019 Solano County Farmbudsman Program activities.

### SUMMARY:

The beginnings of the Farmbudsman program can be traced back to a joint Economic Summit held with Yolo County in November 2011 where the concept of establishing a program to serve existing and future agriculture-related businesses to enhance the value of agriculture and decrease perceived regulatory obstacles was discussed. In 2013, the Farmbudsman program became operational in Solano County with the Board approving an agreement with the Solano Small Business Development Center to administer the program. And, on January 24, 2019, the Board approved a new management agreement with the Workforce Development Board/Solano Business Development Center (WDB/SBDC) to administer the program as the WDB of Solano County became the new host agency for the Solano SBDC.

The objective of the Solano County Farmbudsman Program is to provide consulting or training services to farmers, ranchers and agriculture-related businesses located in, or that will be located in Solano County, to facilitate and expedite the development of promising value-added agriculture projects, to provide regulatory support and advise in complying with the regulatory process, which includes activities related to preserving and enhancing agriculture as a viable industry for its cultural, environmental and economic benefit. Sarah Hawkins is the current Farmbudsman. She will provide the Board with an update on 2019 Farmbudsman program activities, and joining Sarah is Tim Murrill, Director for the Solano Business Development Center.

### FINANCIAL IMPACT:

Funding for this program is included in the County Promotion Department's FY2019/20 Adopted Budget. There is no additional impact the General Fund to receive this report. The current agreement with the WDB/SBDC expires on June 30, 2020.

## **DISCUSSION:**

The County has contracted with the Small Business Development Center since 2013 to administer the Farmbudsman program. Solano Community College first hosted the SBDC in Solano County, but ceased in June 2017. The County then entered into an agreement in July 2017 with Humboldt State University Sponsored Programs Foundation's Northern California (Norcal) SBDC, as a lead SBDC center hosted by Humboldt State University, assumed the administration of the SBDC in Solano County until a new agency could be located as a host.

In August 2018, Norcal SBDC released a solicitation seeking an eligible organization to host the SBDC in Solano County, and in December 2018, the Workforce Development Board (WDB) was awarded the contract. The Farmbudsman position transitioned to the WDB as the new host agency for the Solano SBDC on January 24, 2019. And, on June 11, 2019, the Board approved a new contract with WDB/SBDC to continue administering the Farmbudsman Program through June 30, 2020.

The primary objective of the Farmbudsman program is to facilitate and expedite the development of promising value-added agricultural projects. Measures of success include interactions with clients, and the development and delivery of agriculture-related projects that increase the value and contribution of agriculture in Solano County.

Since the 2018 update to the Board in 2019, the Farmbudsman has continued to work with and develop relationships with the farming and associated community in Solano County. In 2019, the Farmbudsman visited over 20 farms, which both provided some learning opportunities about challenges to specific types of farming, as well as getting to see some very innovative techniques farms are practicing using what would otherwise be considered waste to enhance or even power their farms. Tariffs continue to have ripple effects on farms whether they export or not, as does consolidation of industries, such as the nursery business. Shifts in climate and markets are also affecting long-term crops, such as orchards, where the lead time for production is great, and production is dependent on "normal" rain and cold-hour patterns. Some markets, such as for apples, are becoming trendier, with "older" varieties falling out of favor for newer, patented varieties that have more marketing dollars behind them, such as Cosmic Crisp.

The Farmbudsman Program has continued to work with several long-term clients that take time due to the nature of their product. One of the clients highlighted in 2018 as planning on establishing a headquarters in Solano county, did in fact, establish a headquarters here, and has hired on several staff with the expectation of becoming profitable within the next few months. The Farmbudsman has worked with a microgreens business, an event venue, a row crop farm, and a farm product-based skin care business. As with previous years, the greatest challenge is finding affordable locations to start an agricultural venture, which is not being helped by the current price of land at or above market value in parts of the county, as well as finding the best way to distribute those products once they are ready for buyers. In addition to clients, the Farmbudsman helped with the selection of a new UC sheep and goat specialist for the State that will be housed locally and advised beginning farmers on a variety of animal husbandry and resource questions, sheep shearing, llama care, bee keeping, vineyards, and the creation of hedgerows for beneficial insects and erosion control. In 2019, six full time and 15 part time jobs were created, five business starts, increased sales of \$93,000, and over \$821,000 in capital investments.

In 2019, the Agricultural Advisory Committee and U.C. Cooperative Extension conducted a spring agricultural tour focused on soil, water and agriculture sustainability. The Farmbudsman participated in the planning and attended the April 30, 2019 event. The Farmbudsman continues to attend meetings of the Agricultural Advisory Committee, the Solano Farm Bureau, Sustainable Solano, the Solano Economic Development Task Force, and UC's Seed Central lecture events. In addition to these, the Farmbudsman continues to reach out to local farm-oriented organizations, such as the Solano Land Trust and the Center for Land Based Learning, as

well as going to applicable UCANR events, such as the orchard-crops event at UC's Wofskill Research Station. In addition to these, the Farmbudsman keeps up on agricultural news through several sources, looking for information and opportunities that may be relevant or of interest to clients.

**ALTERNATIVES:**

The Board could choose to not receive the program update; however, this is not recommended as the update gives the Board an opportunity to learn about the impact this program is having on the agriculture community in Solano County.

**OTHER AGENCY INVOLVEMENT:**

On a quarterly basis, the Farmbudsman Oversight Committee, consisting of the Solano County Agricultural Commissioner/Sealer of Weights and Measures, the Director of Resource Management, a representative from the County Administrator's Office, and a representative from the Norcal SBDC meets to review program activity and to assist the Farmbudsman in addressing client project objectives.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

## **Background on Farmbudsman Program**

The Farmbudsman program was officially launched in April 2013 to serve Solano and Yolo counties by assisting farmers, ranchers and agriculture-related businesses with various permitting processes, including assisting with agricultural permitting and standards as required by regulatory agencies. Both counties entered into an operating agreement with Solano Community College Small Business Development Center to administer the program. On July 1, 2016, Yolo County notified Solano County that they would be withdrawing from the joint county program; however, Solano Community College Small Business Development Center continued to administer the program for Solano County. On June 30, 2017, Solano Community College announced that they would no longer be hosting the Small Business Development Center. With no host agency in Solano County, Humboldt State University Sponsored Programs Foundation's Northern California (Norcal) SBDC, as a lead SBDC center, contracted with Solano County to administer the program in July 2017 and until a new host agency was found. Currently, Solano SBDC is transitioning from being administered by Norcal SBDC to the new Solano SBDC host agency, the Workforce Development Board of Solano County.

The roots of an agricultural ombudsman concept can be traced back several years, including the incorporation of the position into the General Plans adopted by Solano County in 2008 and Yolo County in 2009. The Solano and Yolo Counties Economic Summit held in November 2011 was the impetus to bring the Farmbudsman program to fruition. Summit attendees identified the establishment of an agricultural ombudsman, aka Farmbudsman, as a key opportunity to enhance the value of agriculture within the two counties and decrease actual and perceived regulatory obstacles on agriculture-related businesses seeking to expand, enhance and/or maintain their operations.

On January 24, 2012, presentations were made to the respective meetings of the Solano County Board of Supervisors and Yolo County Board of Supervisors on the outcome of the Joint Economic Summit. Both Boards concurred with the concept of developing a public-private partnership to facilitate the establishment of an agricultural ombudsman program to serve existing and future agriculture-related businesses in both counties.

Between July 26, 2010, and June 21, 2012, the Yolo Agriculture and Food Alliance hosted a series of study sessions with interested stakeholders from the agriculture communities in Solano and Yolo counties, including representatives from the Farm Bureaus of the respective counties, to facilitate the development of the desired attributes of a Farmbudsman program and the public-private partnership to support the Farmbudsman program. Ultimately, it was determined that partnering with SBDC could leverage federal, state and local resources for the Farmbudsman program. In addition to providing Farmbudsman-related services, the SBDC can provide resources that will enhance the agriculture entrepreneur's business skills and to expand, enhance and/or maintain business operations.

On January 15, 2013, the boards of supervisors in Solano and Yolo counties adopted a joint operating agreement with the Solano Community College Small Business Development Center to establish a Farmbudsman program that served both jurisdictions. Solano Community College SBDC administered the program through June 30, 2017, until they notified Solano County that they would no longer host the SBDC. On July 1, 2017, Solano County entered into an operating agreement with Humboldt State University Sponsored Programs Foundation's Northern California



Small Business Development Center (Norcal SBDC), a lead SBDC center, to administer the program until a new SBDC host in Solano County could be found.

In June 2017, Norcal SBDC issued a request for proposals (RFP) seeking eligible organizations able to provide quality small business assistance services in Solano County following Solano Community College's decision to no longer host a SBDC. Two proposals were submitted in response to the RFP; however, neither submittal met the RFP stated requirements.

In August 2018, Norcal SBDC released a new solicitation seeking an eligible organization to host the SBDC in Solano County, and in December 2018, the Solano Workforce Development Board (WDB) was awarded the contract. Administration of the Farmbudsman position transitioned to the WDB as the new host agency for the Solano SBDC.

# Status Update on Farmbudsman Program Activities for 2019

Solano County

Presented to the Solano County Board of Supervisors  
February 25, 2020  
County Administrator's Office

# Program Background

- In 2007, the Board created a Farm Assistance Revitalization and Marketing (FARM) Coordinator position in the Solano County Ag Department.
- In 2013, in partnership with Yolo County, the Board created the Farmbudsman position which would be hosted by the Solano SBDC.
- In 2016, Yolo County decided to house the function within its Ag Dept.
- In 2017, the Solano County Farmbudsman position was filled, and Humbolt State University hosted SBDC until early 2019, when the Workforce Development Board became the new host for Solano SBDC, where the Farmbudsman now resides.



## Managed/Supported by the Solano SBDC

The Mission of the Solano SBDC is to provide guidance and resources to support the growth of small businesses in Solano County

As of 2019, the Workforce Development Board became the host of the SBDC

Major focus on outreach and generating economic impact

# Farmbudsman Expectations

- Preserve and enhance agriculture as a viable industry for its cultural, environmental and economic benefit.
- Provide support and expertise to Solano County based farmers, ranchers, and agriculture- related businesses
- Provide regulatory support and advice in complying with regulatory process
- Facilitate and expedite development of promising value-added agricultural projects
- Support the County in maintaining a strong understanding of the agricultural community.
- Generate economic impact



# Additional Activities

Attend meetings with agricultural groups in the County

Follow industry news to keep up with various aspects of agriculture and emerging challenges

Direct farmers to agency resources they may not be aware of

Resource for farming/agricultural questions for both farmers and the general public

Working to enhance farmer's markets where opportunities are available





# 2019 Farmbudsman Economic Impacts on Agricultural Businesses

- Jobs created: 6 full time, 15 part time
- Loans/Equity/Owner investments: over \$821,000 by several clients
- Five agricultural business starts
- Sales increase \$93,000



# Key Areas of Focus 2020

- Focus on farmer outreach to identify and serve 15-20 new clients in 2020
- Identifying opportunities for farmers to grow business and develop partnerships
- Facilitate possible use of the Solano Grown brand to help local farmers differentiate themselves and grow sales





# Outreach Strategy 2020

- Plan and conduct three workshops at the SBDC office in Fairfield- which provides value to farmers, and attracts new clients.
  - Succession Planning- March 19, 2020
  - Financial management for agricultural business- May 2020
  - Access to Funding for farmers- late summer 2020
- Update and distribute flyers promoting Farmbudsman services
- Attend SBDC networking series events, including various Chamber of Commerce activities throughout county
- Utilize Workforce Development's access to data, reach out to new businesses
- Leverage SBDC relationships/networks with restaurants to discuss local opportunities to utilize in-county agricultural products
- Expand presence and use of the Solano Farmbudsman Facebook page in concert with SBDC, WDB, and Economic Development Center promotions
- Develop Quarterly newsletter to be sent to the 50 or so certified agricultural producers within Solano County.

# Questions?





# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	20	<b>Status:</b>	Regular Calendar
<b>Type:</b>	Presentation	<b>Department:</b>	First 5 Solano
<b>File #:</b>	20-120	<b>Contact:</b>	Michele Harris, 784-1332
<b>Agenda date:</b>	02/25/2020	<b>Final Action:</b>	
<b>Title:</b>	Receive a presentation on the implementation of the Board of Supervisor's Community Investment Fund, including presentations from two of the six funded legacy programs: Solano Children's Alliance and the Senior Coalition		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Presentation		

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

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

### **DEPARTMENTAL RECOMMENDATION:**

The County Administrator's Office recommends that the Board of Supervisors receive a presentation on the implementation of the Board of Supervisor's Community Investment Fund, including presentations from two of the six funded legacy programs: Solano Children's Alliance and the Senior Coalition.

### **SUMMARY:**

On behalf of the Board of Supervisors, the County Administrator's Office initiated a Human Services Needs Assessment (HSNA) to identify the greatest human services needs in the county. This effort resulted in the creation of a durable framework of desired outcomes with clearly defined indicators to support a process that directs limited county resources via a \$2 million Community Investment Fund (CIF).

The Community Investment Fund is a three-pronged approach to funding which includes Legacy Programs, Deep Investments and One-Time Investments. During the approval of the CIF, the Board requested a presentation from each of the six legacy programs funded. Over the course of the next few months, these programs will be coming forward to present to the Board. This presentation includes the first two programs: the Solano Children's Alliance and the Senior Coalition.

### **FINANCIAL IMPACT:**

The costs associated with management and implementation of the Community Investment Fund are included in First 5 Solano FY2019/20 budget. The costs associated with preparing this agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

### **DISCUSSION:**

In September 2018, the County Administrator's Office recommended, and the Board of Supervisors endorsed, the development of a formal process to utilize qualitative and quantitative data to identify the highest needs in the county. The goal of the 3-step process was to create a durable framework of desired outcomes with clearly defined indicators and use the findings to:

1. Guide decision-making during the budget process toward priority outcomes
2. Leverage other county resources.

The Human Services Needs Assessment (HSNA) process was conducted by Applied Survey Research, a Bay Area research and evaluation firm, and was guided by a planning team that consisted of two Board of Supervisor members, Department Heads that engage in service delivery as part of their role, and the County Administrator. The planning team reviewed extensive community data, conducted key informant interviews and considered data results from a community survey before recommending that the Board of Supervisors establish a Community Investment Fund to address the top human services needs in Solano County.

The top community needs that were identified in this process were:

Priority Need 1: Mental Health - Increase access to Solano County's mental health system of care with dual strategies of increasing community understanding of how to access mental health services and increasing provider understanding of how to respond to residents with mental health needs.

Priority Need 2: Affordable Housing - Work with cities to increase the supply of affordable housing under the community goal of "reducing homelessness."

Priority Need 3: Homelessness - Reduce homelessness with dual strategies strengthening capacity to address homelessness and increasing community and provider understanding of how to connect to available resources.

Priority Needs 4-6: Early Education, Youth Development, Safe and Stable Environments for Children - While mental health, housing, and homelessness rose to the top priorities, early education, youth development, and safe and stable environments for children were also highly ranked in the prioritization.

### **Community Investment Fund:**

In June 2019, the Board of Supervisors approved the recommendation from the planning team to create a Community Investment Fund (CIF). The CIF is a 3-pronged approach which includes:

1. Legacy Programs-3-year commitment to sustain programs funded by the Board to serve a specific population.
2. Deep Programming-3-year commitment to address the top 3 priority needs. Community partners will be selected following the County's Purchasing Policy, including competitive Request for Proposals process, to implement strategies that were selected as part of an outcomes framework to evaluate progress toward the selected needs over time.
3. One-Time Investments-Smaller annual grants to address the top 6 priority needs. Community partners will be selected by a competitive Request for Proposals process.

During the Board of Supervisors discussion, the Board requested the Legacy Programs present to the Board. The six Legacy Programs are:

1. Children's Alliance
2. Senior Coalition
3. Court-Appointed Special Advocates (CASA)

4. Food Bank of Contra Costa and Solano
5. Veteran's Court Case Manager
6. North-Bay Stand Down

This presentation brings forward the first two of the six legacy programs: the Children's Alliance and the Senior Coalition.

**ALTERNATIVES:**

The Board could choose not to receive the presentation; however, this is not recommended as the CIF was approved by the Board of Supervisors after being developed through a nine-month process with cross sector input to guide the board in decision making and the Board requested this presentation.

**OTHER AGENCY INVOLVEMENT:**

First 5 Solano is administering the CIF on behalf of the County Administrator's Office. The Children's Network and Solano County Health & Social Services, Older and Disabled Adult Services, in conjunction with the Senior Coalition contributed significant content to this presentation.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



# Community Investment Fund Legacy Programs

## Solano Children's Alliance & Senior Coalition of Solano County

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Presented to Solano County Board of Supervisors  
on February 25, 2020  
County Administrator's Office

Michele Harris, MPA & Megan Richards, MPA  
*First 5 Solano as part of the County Administrator's Office*



# Today's Presentation

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- Review process that resulted in the Community Investment Fund (CIF)
- Summarize broad efforts to implement CIF
- Hear from first two of six Legacy Programs:
  - Solano Children's Alliance
  - Senior Coalition



# Background

- In FY2018/19, Board conducted a Human Services Needs Assessment to assist with a framework and process to:
  1. Identify greatest human service needs and effective strategies
  2. Allocate funding to meet those needs
  3. Have a structure for monitoring progress
  4. Show how funding is having an impact





# Priority Human Service Needs – 3 Community Data Sources

## 85 Community Indicators revealed:

1. Healthy Eating / Active Living
- 2. Mental health**
2. Early education
2. Public assistance/ basic needs
3. Academic performance
4. Youth development
- 4. Affordable housing**
- 4. Homelessness**
4. Substance use
4. Birth outcomes
4. Public safety

## 43 Key Informants said:

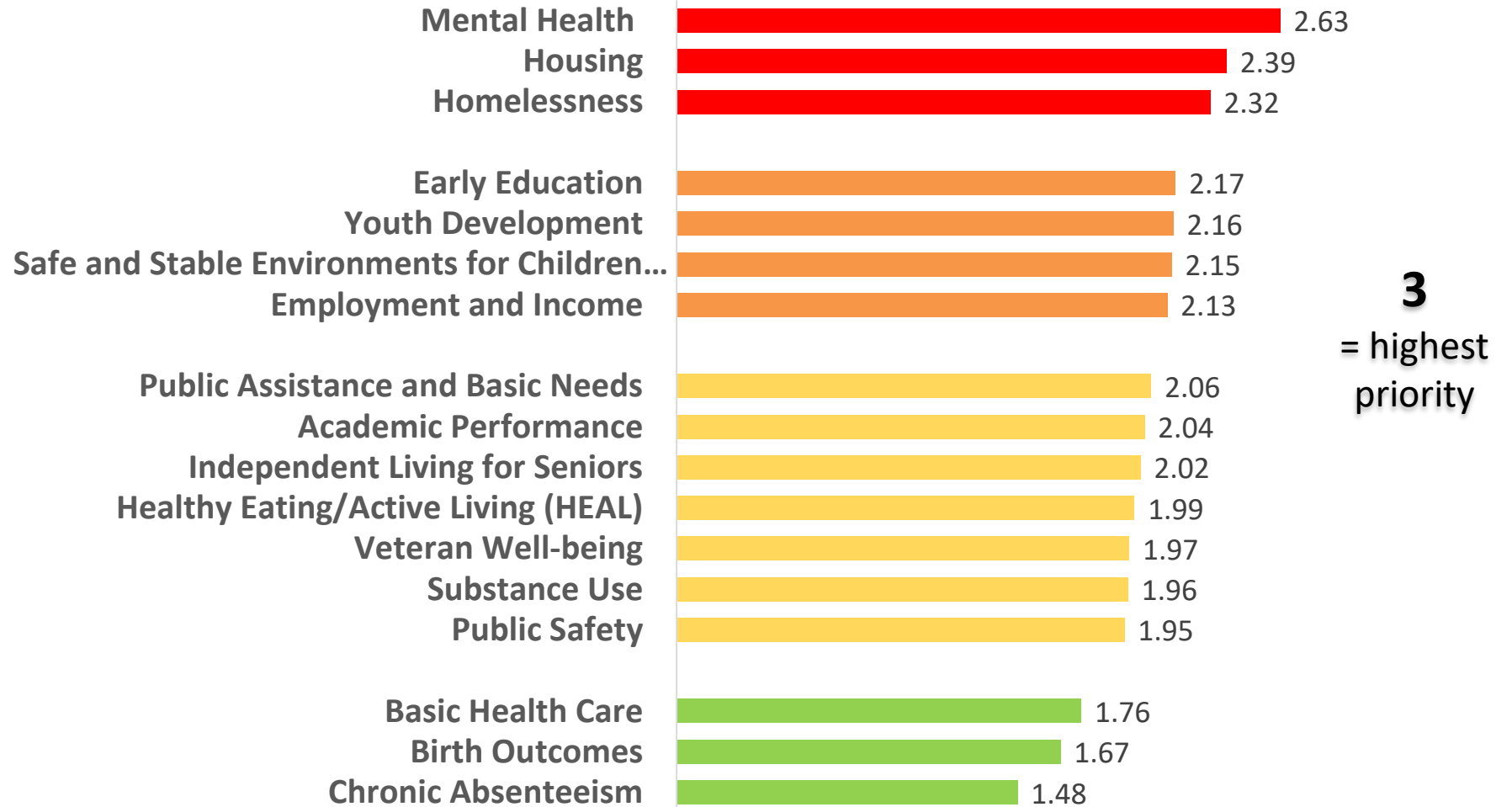
- 1. Mental health**
- 2. Affordable housing**
- 3. Homelessness**
4. Employment & income
5. Substance abuse

## 870 Community leaders & residents said:

1. Safe, stable environments for children
- 2. Homelessness**
3. Employment & income
- 4. Affordable housing**
- 5. Mental health**



# Top Priority Human Service Needs in Solano County





# Three-pronged Community Investment Fund

<div>\$2,000,000</div> <div>Community Investment Fund</div> <div>(formerly non-county contributions)</div>		
<div>Legacy Programs</div> <div>\$450,000 Annually</div> <div>3 year commitment</div> <div>Addresses many needs</div>	<div>Deep Programming</div> <div>\$1,300,000 Annually</div> <div>3 year commitment</div> <div>Addresses top 3 needs</div>	<div>One-Time Programs</div> <div>\$250,000 Annually</div> <div>1 year commitment</div> <div>Addresses top 6 needs</div>



# Legacy Investments

- Programs BOS has sustained to serve a specific population
- Examples
  - CASA
  - Senior Coalition
  - North-Bay Stand Down
- Dedicate multi-year funding to provide stability to long-term partners
- Explore potential to find “new homes” for funding these programs and/or use the funds to leverage other funds and expand





## Legacy Investments

	Agency	Purpose	FY2018/19 Amount
1	CASA	Children's advocates	\$130,325
2	Superior Court	Veterans court case manager	\$86,966
3	Children's Network	Children's Alliance – collaborative group	\$118,751
4	Senior Coalition	Seniors – collaborative group	\$56,800
5	North-Bay Stand-Down	Assist veterans to connect to programs and services	\$8,000
6	Food Bank CC/Solano	Food and nutrition services to the neediest Solano Residents	50,000
		Annual Total:	\$450,842



# Community Investment Fund Legacy Program

## Solano Children's Alliance

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Presented to Solano County Board of Supervisors  
on February 25, 2020  
County Administrator's Office

Ronda Kogler, Executive Director, Children's Network  
Juan Cisneros, President, the Children's Alliance



# Solano Children's Alliance's History and Purpose

- **Founded by the Board of Supervisors in 1982**
- **Purpose:** Join representatives from city and county agencies, private and community-based organizations, and concerned citizens in an effort to sustain and improve the quality, quantity and integration of services and programs available to Solano County children and their families.
- **The Alliance:**
  - Increases communication, coordination and collaboration among service providers,
  - Minimizes service duplication, identifies gaps between needs and services provided and enriches existing services,
  - Researches, monitors and advocates for legislation related to children, youth and families, and
  - Identifies and/or recommends funding for services and programs.
- In 2013, the Solano Children's Alliance was designated **Solano County's Child Abuse Prevention Council.**



# Who We Are

- **The Solano Children's Alliance is comprised of 20 members that include representatives from:**
  - Department of Health & Social Services (2)
  - Probation Department
  - Juvenile Justice Services
  - Solano County Office of Education
  - Local School District
  - District Attorney's Office
  - Community Based Organizations/non profits providing services to children & families (5)
  - Board of Supervisors
  - Law enforcement
  - Regional Center
  - Child Care R&R or Child Care Planning Council
  - Community Based Organization with ties to ethnic communities
  - Members at large (2)
  - Local child serving public agency
- **Support for the Alliance is provided via contract with Children's Network of Solano County**





# Financials

## Annual funding for Solano Children's Alliance Revenue Sources

Source	Solano Children's Alliance
Community Investment Fund	<b>\$ 118,751</b>
Children's Trust Fund	\$ 11,972
<b>TOTAL</b>	<b>\$ 130,723</b>



# Community Investment Fund

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- **The Board of Supervisors contributes \$118,751 as part of its Legacy Programming in its Community Investment Fund**
- **Revenue from the Community Investment Fund is used to:**
  - Provide staff support to the Solano Children's Alliance.
  - Convene and coordinate 11 Solano Children's Alliance meetings per year
  - Promote public awareness of children's needs
  - Promote awareness about the neglect and abuse of children
  - Represent the Alliance at regional Child Abuse Prevention Council related meetings



## Services provided in the most recent year

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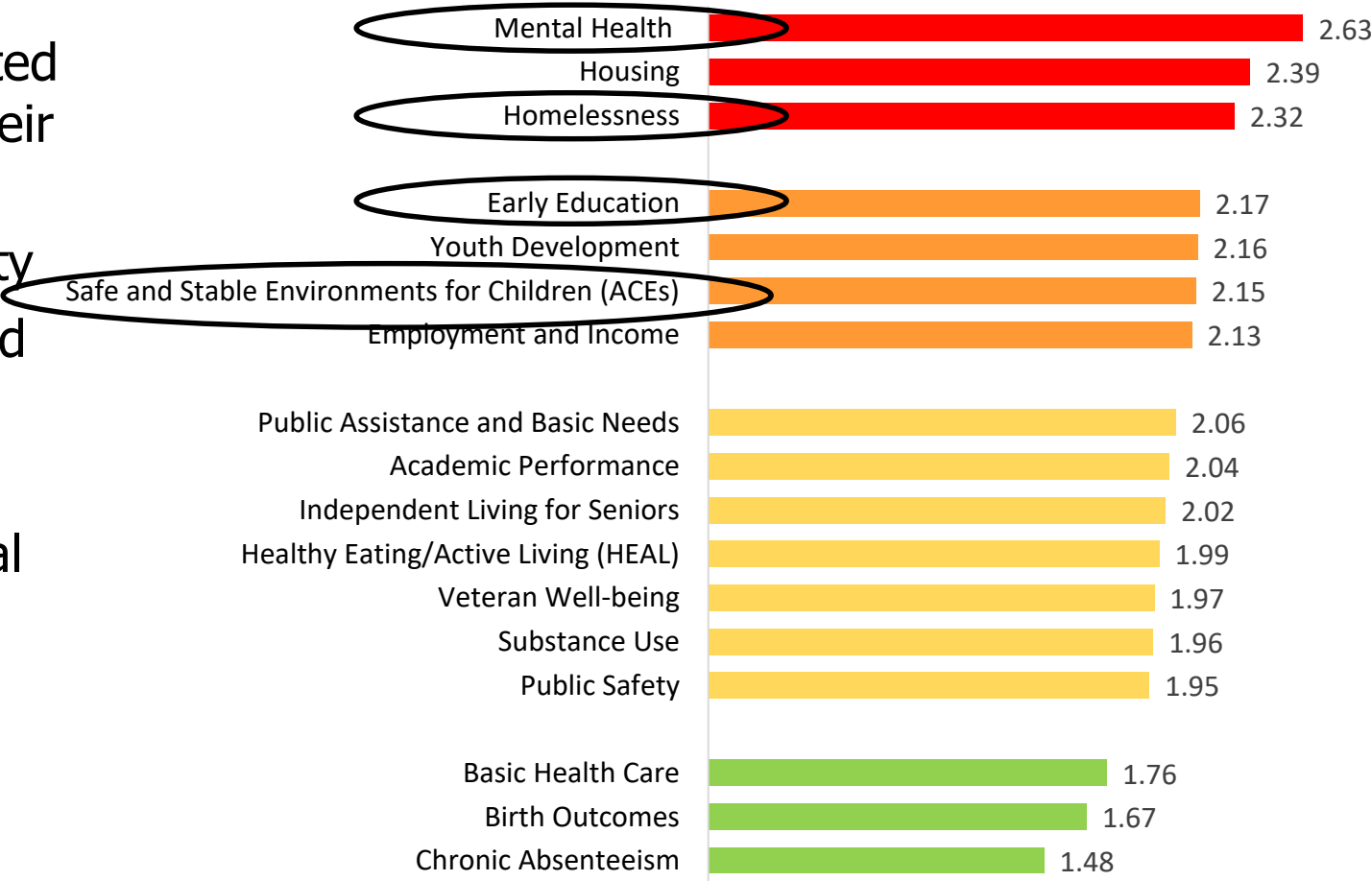
- March 2019: 6<sup>th</sup> Annual Children, Youth and Families Policy Forum
- April 2019:
  - Recommended allocation of Children's Trust Fund for FY2019/20
  - Supported AB 8, AB 324 and SB 36
  - Hosted Adverse Childhood Experiences (ACEs) Training
  - Co-hosted Children's Memorial Flag Day.
- June 2019: Approved Policy Forum Recommendations to Board of Supervisors.
- October 2019:
  - Convened presentation on child poverty
  - Co-hosted State Convening of California Child Abuse Prevention Councils
- January to December 2019: Convened 11 regular meetings open to the public.



# Human Service Needs Addressed

In 2016, the Solano Children’s Alliance adopted four priority areas for their work. These areas are:

- Child and Youth Safety
- Quality Early Care and Education
- Homeless Youth
- Mental and Behavioral Health



Score of each human services need based on 1-3 scale.  
Source: Solano County Human Services Needs Assessment, June 2019.



# Our Collective Impact

The Solano Children's Alliance works to impact the systems serving families and their children. Examples of our activities and outcomes include the following:

Program or Activity	Outputs	Key Outcomes
Legislation	Bills supported	<ul style="list-style-type: none"><li>✓ Child care subsidy pilot program</li><li>✓ Family Resource Centers in statute</li></ul>
Regular meetings and special events	10 regular meetings 1 extended meeting 1 policy forum	<ul style="list-style-type: none"><li>✓ Forefront of work on Adverse Childhood Experiences</li><li>✓ Increased understanding of issues across sectors in Solano</li><li>✓ Increase in partnerships among agencies that serve families and children</li><li>✓ Identification of needs and gaps in services</li></ul>
Child Abuse Prevention (CAP)	CAP outreach and education	<ul style="list-style-type: none"><li>✓ Increased community awareness of child abuse and neglect</li></ul>



# Contact Us

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**Juan Cisneros**

**President, Solano Children's Alliance**

**[jcisneros@childstart.inc](mailto:jcisneros@childstart.inc)**

**707-252-8931 x 2854**

**Ronda Kogler**

**Executive Director, Children's Network**

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**707-421-7229 x 106**



# Community Investment Fund Legacy Program

## Senior Coalition of Solano County

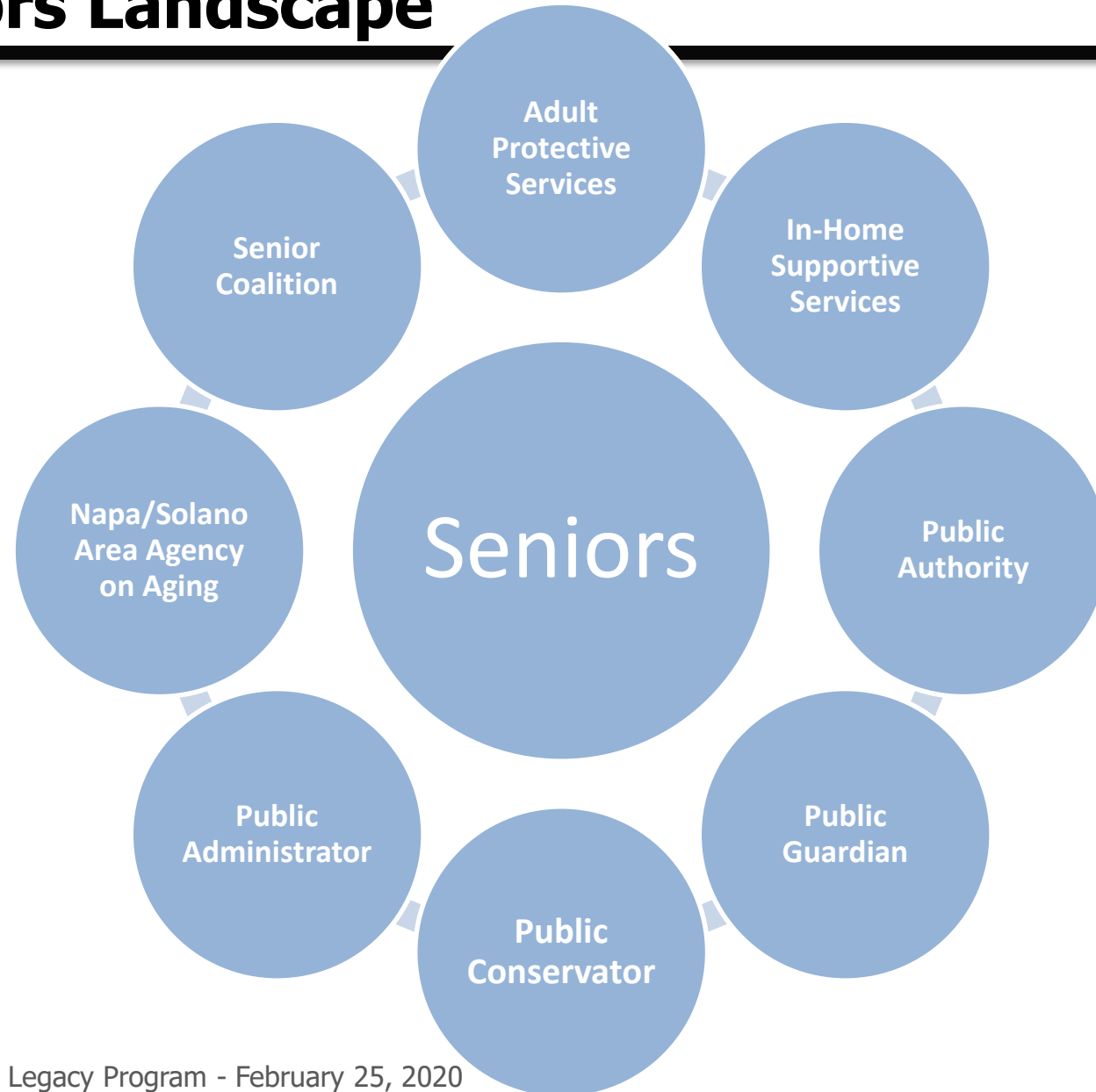
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Presented to Solano County Board of Supervisors  
on February 25, 2020  
County Administrator's Office

Joyce Goodwin, MSN  
ODAS Administrator



# Seniors Landscape







# Organization History and Purpose

- **Purpose:** The Senior Coalition of Solano County (SCSC) is to acknowledge Solano County seniors are healthy, safe and secure, share their skills and experience, are valued and celebrated for their wisdom
- **Founded in November 2005**
- **The SCSC:**
  - Hears from community members about the needs of seniors
  - Aggregates information and advise the Board of Supervisors on senior issues in the community



# Organization History and Purpose

## ■ **Bylaws include:**

- Forum for interagency cooperation and coordination designed to improve and enrich the lives of seniors
- Promote public awareness of issues affecting seniors and the resources available
- Recommend improvements in services affecting seniors
- Encourage and facilitate community support for seniors
- Establish priorities to facilitate better integration of senior services
- Provide advice and recommendations to the BOS regarding the adoptions and implementation of Board policies and actions that maybe necessary to accomplish the Coalition's purpose



# Senior Coalition Structure

- **Voting Membership**
  - 5 District Representatives
  - 7 City Representatives
  - 15 Community Partners
- **Officers of the Coalition elected March 1, 2019**
  - Chairperson - Robert Fuentes
  - Vice Chairperson - Wally Pearce
  - Secretary / Treasurer - Judy Calpo
  - 3 Members at Large
- **Coordinator contract to provide administrative support**



# Financials

- Annual program budget: \$59,550
- Board of Supervisors contributes \$56,800 as part of its Legacy Programming in its Community Investment Fund

## Revenue Sources

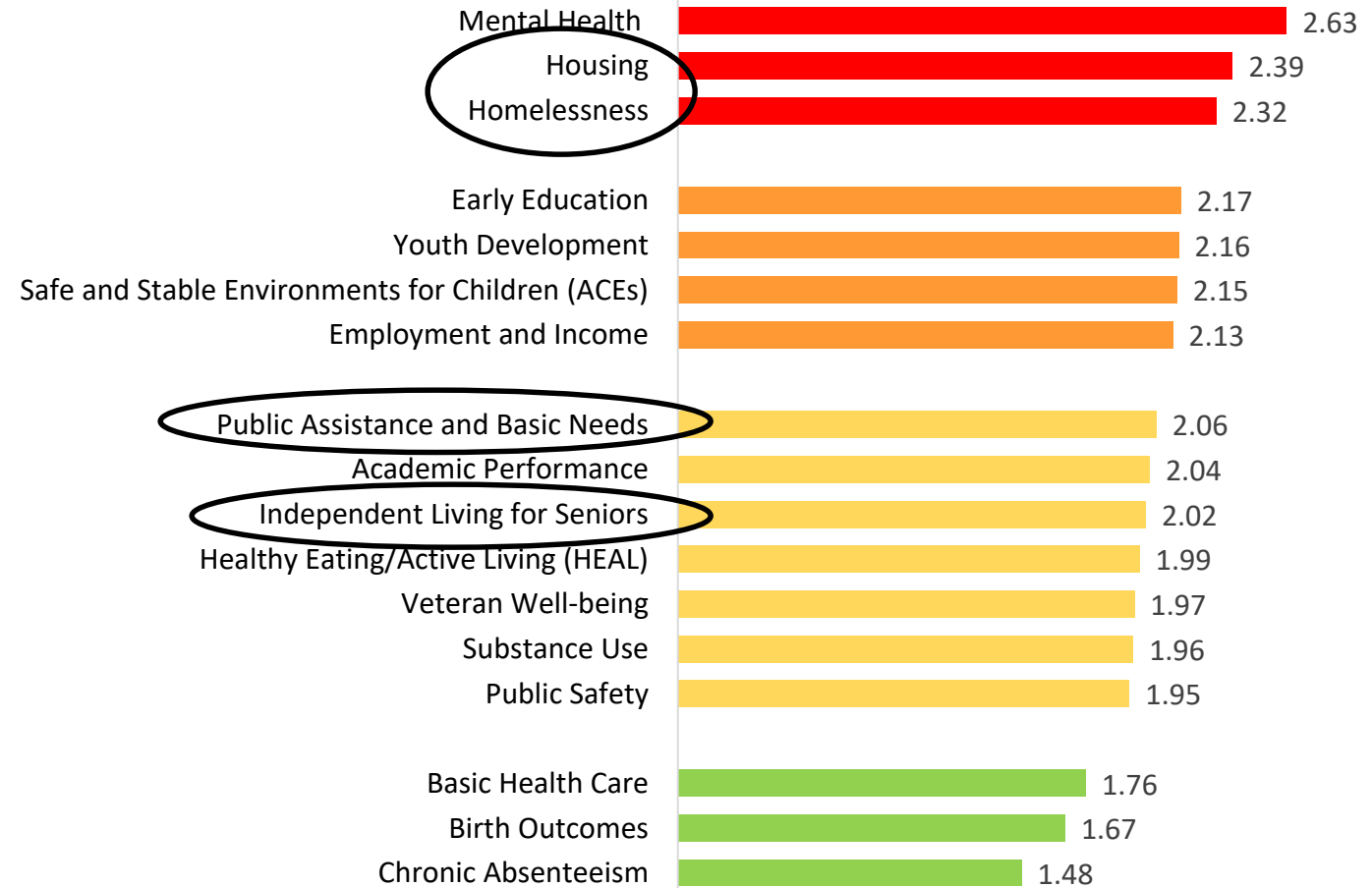
Source	Amount
<b>Administrative Support (coordinator)</b>	<b>\$56,800</b>
Sponsorship for events (Active Aging – May 2019)	\$2,750
<b>TOTAL</b>	<b>\$59,550</b>



# Human Service Needs Addressed

- Our agency's services address the following needs identified in the County Human Services Needs Assessment

- Affordable Housing committee
- Legislative Committee
- Savvy Saving Seniors Committee
- Engagement/Isolation Committee
- Marketing/Publicity Committee
- Elder Awareness Committee



Score of each human services need based on 1-3 scale.

Source: Solano County Human Services Needs Assessment, June 2019.



# Our Impact

Program or Activity	Outputs	Key Outcomes
10 monthly meetings	# 20 average	<ul style="list-style-type: none"><li>✓ Administer strategic plan</li><li>✓ Coordinate/align agency efforts</li><li>✓ Raise awareness senior issues</li><li>✓ Report out on subcommittee discussions/activities</li></ul>
May 2019 Active Aging In Solano Celebrate Seniors	# > 100	<ul style="list-style-type: none"><li>✓ Forum brain health</li></ul>
September 2019 Centenarian Event	standing room only	<ul style="list-style-type: none"><li>✓ Annual event celebrate turning 100 or &gt;100 years young</li></ul>
Annual Report	Document	<ul style="list-style-type: none"><li>✓ Submitted to Board of Supervisors every year</li></ul>



# Contact Us

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Older & Disabled Adult Services  
Senior Coalition of Solano County  
707-784-8203**

**[jgoodwin@solanocounty.com](mailto:jgoodwin@solanocounty.com)**

**Father Robert Fuentes  
Faith in Action  
Senior Coalition Chairperson  
707-425-6164**

**[faithact@pacbell.net](mailto:faithact@pacbell.net)**



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	21	<b>Status:</b>	Regular Calendar
<b>Type:</b>	Resolution-Presentation	<b>Department:</b>	Health and Social Services
<b>File #:</b>	20-141	<b>Contact:</b>	Gerald Huber, 784-8400
<b>Agenda date:</b>	02/25/2020	<b>Final Action:</b>	
<b>Title:</b>	Receive an update on the Napa/Solano Area Agency on Aging; Consider adopting a resolution approving the second revenue contract amendment with the California Department of Aging for \$492,316 for a total revenue contract amount of \$3,325,945 to provide aging services for the period of March 3, 2020 through June 30, 2020; Consider authorizing the County Administrator to execute the second contract amendment; and Consider approval of an Appropriation Transfer Request (ATR) for the unanticipated revenues (4/5 vote required)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Resolution, B - Amendment 2, C - Link to Original Contract and Amendment 1		

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

### DEPARTMENTAL RECOMMENDATION:

The Department of Health & Social Services recommends the Board of Supervisors receive an update on the Napa/Solano Area Agency on Aging; Consider adopting a resolution approving the second revenue contract amendment with the California Department of Aging for \$492,316 for a total revenue contract amount of \$3,325,945 to provide aging services for the period of March 3, 2020 through June 30, 2020; Consider authorizing the County Administrator to execute the second contract amendment; and Consider approval of an Appropriation Transfer Request (ATR) for the unanticipated revenues (4/5 vote required).

### SUMMARY/DISCUSSION

The Napa/Solano Area Agency on Aging (N/S AAA) is responsible for distribution of funds received from the California Department of Aging (CDA) for Planning Service Area 28 (PSA 28) Older Americans Act services. The CDA has allocated an additional \$492,316 in unanticipated revenues to N/S AAA for Federal Title IIIB Supportive Services, Ombudsman (Federal Title IIIB Ombudsman, Federal Title VIIA Ombudsman, SNF Quality & Accountability Ombudsman, Federal Title VII Elder Abuse Prevention), Federal Title IIIC1 Congregate Nutrition, Federal Title C2 Home-Delivered Meals, Federal Title IIID Disease Prevention, Federal Title IIIE Family Caregiver and Federal Title VII Elder Abuse Prevention services. These services provide meals, information and assistance, caregiver support, activities related to preventative health, and ombudsman services to seniors (60+) and the public.

The FY2019/20 revenue contract for \$2,740,058 with the CDA was approved by the Board of Supervisors on



May 7, 2019. The first revenue contract amendment for \$93,571 and a revised contract total of \$2,833,629 was approved by the Board of Supervisors on October 22, 2019. The recommended second revenue contract amendment reflects: a reallocation of unspent, one-time federal funds carried over from the State FY2018/19 to the State FY2019/20; funding from federal FY2019/20 supplemental and reallocation grants; and transfers between funding categories requested by N/S AAA for the July 1, 2019 through September 30, 2019 period and the October 1, 2019 through June 30, 2020 period. The transfer requests are based on the N/S AAA Area Plan Budget and include the State General Fund Nutrition augmentation.

All N/S AAA contracts with vendors contain language specific to the services being provided in accordance with CDA requirements, including service delivery, units of service, and unduplicated client totals. Data are reported monthly by vendors to N/S AAA. Results are provided to the N/S AAA Advisory Council, N/S AAA Oversight Board, and the Boards of Supervisors for both Napa and Solano Counties.

**FINANCIAL IMPACT:**

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

**ALTERNATIVES:**

The Board can choose not to accept the additional CDA funds; this is not recommended as these funds are available to PSA28 to provide vital services to the community.

**OTHER AGENCY INVOLVEMENT:**

Napa County staff was involved in the development of this agenda item.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2020 - \_\_\_\_\_

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS  
DIRECTING COUNTY STAFF TO EXECUTE THE SECOND AMENDMENT TO  
CONTRACT AWARD NUMBER AP-1920-28 WITH THE CALIFORNIA DEPARTMENT  
OF AGING FOR PLANNING AND SERVICES AREA (PSA) 28 FUNDS**

**Whereas**, on September 28, 2018 Solano County was designated as the lead agency for the Napa/Solano Area Agency on Aging (N/S AAA) Planning and Services Area 28; and

**Whereas**, the California Department of Aging (CDA) has identified an additional \$492,316 in PSA 28 funds for FY2019/20; and

**Whereas**, the N/S AAA ensures quality services to the senior populations of Napa and Solano Counties.

**Resolved**, the Solano County Board of Supervisors hereby directs the County Administrator to execute the second amendment to revenue contract AP-1920-28 with the CDA for an additional \$492,316 for FY2019/20 and authorizes the County Administrator to sign the contract amendment.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on February 25, 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

State of California-Department of General Services <b>STANDARD AGREEMENT</b> STD 213A (Rev. 7/2019) <input checked="" type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 46 PAGES	<b>AGREEMENT NUMBER</b> <b>AP-1920-28</b>	<b>AMENDMENT NUMBER</b> <b>2</b>	<b>Purchasing Authority Number</b>
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1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME  
California Department of Aging

CONTRACTOR NAME  
County of Solano

2. The term of this Agreement is:

START DATE  
July 1, 2019

THROUGH END DATE  
June 30, 2020

3. The maximum amount of this Agreement after this Amendment is:  
\$ 3,325,945  
Three million three hundred twenty-five thousand nine hundred forty-five and 00/100 Dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A) This amendment increases funds provided to the Contractor by \$492,316.

B) The attached Budget Display pages 13 & 14 of Exhibit B, dated 12/13/19, and labeled Amendment #2, hereby replaces the Amendment 1 Exhibit B – Budget Display, pages 13 & 14, dated 7/1/19.  
The Budget, Amendment 2 is hereby incorporated by reference and replaces the original Budget.

C) This amendment changes contract language in Exhibits A, B, and E. Specific language changes are detailed on the Contract Summary of Changes for Area Plan Amendment 2 (AP-1920-A2) document emailed to the Contractor.  
The Exhibit A, Amendment 2 hereby replaces the original Exhibit A (16 pages – pages 2-17).  
The Exhibit B, Amendment 2 hereby replaces the original Exhibit B (12 pages – pages 1-12).  
The Exhibit E, Amendment 2 hereby replaces the original Exhibit E (16 pages).

**All other terms and conditions shall remain the same.**

**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.**

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)  
County of Solano

CONTRACTOR BUSINESS ADDRESS 275 Beck Avenue, MS 5-200	CITY Fairfield	STATE CA	ZIP 94533-
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PRINTED NAME OF PERSON SIGNING Birgitta E. Corsello	TITLE County Administrator
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CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME  
California Department of Aging

CONTRACTING AGENCY ADDRESS 1300 National Drive, Suite 200	CITY Sacramento	STATE CA	ZIP 95834
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PRINTED NAME OF PERSON SIGNING Nate Gillen	TITLE Chief, Business Management Branch
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CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)  AG OP 80-111
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ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Title III and Title VII Programs

1. **Child** means an individual who is not more than eighteen (18) years of age or who is an individual with a disability. [OAA § 372(a)(1)]
2. **Coordination** means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non-Older Americans Act (OAA) funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
3. **Eligible Service Population for Title III B and D** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]
4. **Eligible Service Population for Title III C-1 and C-2** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]
  - a. Individuals eligible to receive a meal at a congregate nutrition site are:
    - (i) Any older individual.
    - (ii) The spouse of any older individual.
    - (iii) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
    - (iv) A disabled individual who resides at home with and accompanies an older individual who participates in the program.
    - (v) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal.  
[CCR 7636.9(b)(3); CCR 7638.7(b) and OAA 339(H)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- b. Individuals eligible to receive a home-delivered meal are individuals who are:
  - (i) Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 CFR 1321.69(a)].
  - (ii) A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
  - (iii). An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
- 5. **Eligible Service Population for Title III E** means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]
- 6. **Older relative caregiver** means a caregiver who is –
  - (1) Is age 55 or older; and
  - (2) lives with, is the informal provider of in-home and community care to, and is the primary caregiver for, a child or an individual with a disability;
  - (3) In the case of a caregiver for a child --
    - a. is the grandparent, step grandparent, or other relative (other than the parent) by blood, marriage, or adoption, of the child;
    - b. is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregivers of the child; and
    - c. has a legal relationship to the child, such as legal custody, adoption, or guardianship, or is raising the child informally

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- (4) In the case of a caregiver for an individual with a disability, is the parent, grandparent, or other relative by blood, marriage, or adoption, of the individual with a disability.  
[OAA § 372(a)(3)]
7. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
8. **Individual with a disability** The term “individual with a disability” means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]
9. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
10. **Matching Contributions** means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the Contract funding.
11. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).
12. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.
13. **One-Time-Only Funds** means:
- a. Titles III and VII federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to the California Department of Aging (CDA) in the Area Plan Financial Closeout Report. [22 CCR 7314(a)(6)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by CDA.  
[22 CCR 7314(a)(7)]
  - c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to CDA as a result of the federal reallocation process. [22 CCR 7314(a)(8)]
- 14. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.
- 15. **Priority Services for Title III E** means services provided to:
  - (A) Caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals)
  - (B) Older relative caregivers of children with severe disabilities, or individuals with disabilities who have severe disabilities.  
[OAA§373(c)(2)(A-B)]
  - (C) Family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction. [OAA § 372(b)]
- 16. **Program Development** means activities that either establish a new service or expand or integrate existing services.
- 17. **Program Income** means revenue generated by the Contractor or the subcontractor from contract-supported activities and may include:
  - a. Voluntary contributions received from a participant or other party for services received.
  - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
  - c. Royalties received on patents and copyrights from contract-supported activities.

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- d. Proceeds from the sale of goods created under CDA grant funds.
- 18. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).
- 19. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]
- 20. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]
  - a. Be open to the public. [45 CFR 1321.53(b)(3)]
  - b. Not means test. [OAA § 315(b)(3)]
  - c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4)] [22 CCR 7638.9]
  - d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f)][45 CFR 75.403(f)]
- 21. **Title III C-2 (Home-Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135, 22 CCR 7638.7(c)]



ARTICLE I. PROGRAM DEFINITIONS (Continued)

22. **Title III D (Disease Prevention and Health Promotion Services)** means disease prevention and health promotion programs that are based on scientific evidence and demonstrated through rigorous evaluation to be effective in improving the health of older adults. Title III D evidence-based health promotion programs help older adults learn techniques and strategies to delay and/or manage chronic health conditions and include activities that improve nutrition, physical fitness, fall prevention, and emotional well-being. [OAA 361 Part D]

23. **Title III E Family Caregiver Support Program (FCSP) Categories** are:

- a. Information Services
- b. Access Assistance
- c. Support Services
- d. Respite Care
- e. Supplemental Services

[OAA 373(b)(1)(2)(3)(4)(5)]

B. Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities – Long-Term Care Ombudsman Programs)

- 1. **Eligible Service Population** means individuals who are residents of long-term care facilities (i.e., nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence. [OAA §§ 102(35), 321(a)(10); Welf. & Inst. Code § 9701(b),(e)]
- 2. **Local Ombudsman Program Coordinator** means the individual selected by the Governing Board or Executive Director responsible for the Local Ombudsman Program and designated by the State Ombudsman to represent the Local Ombudsman Program and the Office of the State Long-Term Care Ombudsman. This individual manages the day-to-day operations of the Local Ombudsman Program, including implementation of federal and State requirements. [OAA § 712(a)(5)(A); Welf. & Inst. Code § 9701(d)]
- 3. **Local Ombudsman Program** means either a program of the AAA or its Subcontractor that is designated by the State Ombudsman to carry out the

ARTICLE I. PROGRAM DEFINITIONS (Continued)

duties of the State Long-Term Care Ombudsman Program with respect to the Planning and Service Area. The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence. [OAA §§ 711(3), 712(a)(5)(A)] [45 CFR 1327.1] [Welf. & Inst. Code § 9701(a)]

4. **Office of the State Long-Term Care Ombudsman** (OSLTCO) means the office established by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract between CDA and the AAAs. As a program of CDA, OSLTCO is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. OSLTCO establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of a similar nature that receive funding or official designation from the State. OSLTCO analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. OSLTCO periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA §§ 711(1), 712(a)(1), 712(h); 45 CFR 1324.1; Welf. & Inst. Code §§ 9710, 9716, 9717]
5. **Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as representative of the State Long-Term Care Ombudsman Program. [OAA §§ 711(5), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9712.5]
6. **State Long-Term Care Ombudsman Program** means the CDA program through which the functions and duties of OSLTCO are carried out, consisting of the State Ombudsman, OSLTCO headed by the State Ombudsman, and the representatives of OSLTCO. [OAA § 712(a)(1)(B)] [45 CFR 1327.1] [Welf. & Inst. Code § 9700]
7. **State Long-Term Care Ombudsman** hereinafter referred to as the **State Ombudsman** means the individual who heads OSLTCO and is responsible to personally, or through representatives of the Office, fulfill the functions, responsibilities and duties set forth in OAA § 712(3) [OAA §§ 712(a)(2); 45 CFR 1324.1; Welf. & Inst. Code §§ 9701(f), 9711]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- C. Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities – Programs for Prevention of Elder Abuse, Neglect, and Exploitation)

**Elder Abuse Prevention Programs** means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation). [OAA § 721]

- D. Definitions Specific to Title III-C-1 and C-2 (augmentation funding to provide nutrition services to address the unmet need in California.)

1. **Meal Goal** means the number of meals the Contractor will provide to eligible clients. These meals may be provided through the Title III C-1 Congregate Meal program or the Title III C-2 Home Delivered Meal program.
2. **Unduplicated Client Goal** means the number of new eligible clients the contractor will provide nutrition services to via the Title III C-1 or the Title III C-2 program.
3. **Wait List** means a list of potential Title III C-2 clients, established and maintained by the Contractor and/or subcontractor, after the Contractor and/or subcontractor has reached its capacity.

ARTICLE II. SCOPE OF WORK

- A. The Contractor shall:

1. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations. The Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from CDA. A service unit reduction of greater than ten percent (10%) requires written approval from CDA. A service unit reduction of greater than twenty percent (20%) is a major change that effects Area Plan goals and objectives and requires an Area Plan Amendment. [22 CCR 7306(a)]

ARTICLE II. SCOPE OF WORK (Continued)

2. Establish and maintain an organization that shall have the ultimate accountability for funds received from CDA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.
3. Meet the adequate proportion requirements for priority services as required under OAA § 306(a)(2); 22 CCR 7312.
4. Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount of Program Development or Coordination expenditures. Records and documentation shall:
  - a) Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity.
  - b) Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan.
5. Keep on file a written record/documentation supporting expenditures of Program Development or Coordination activities for three (3) years or until any audit is resolved, whichever is longer.
6. Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
7. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B).
8. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).
9. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).
10. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.

ARTICLE II. SCOPE OF WORK (Continued)

11. Enter into contracts with subcontractors that require them to provide services pursuant to 22 CCR 7352 to 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).
12. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
13. Monitor, on an ongoing basis, the Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to assure the Subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. The contractor must follow up and ensure that the Subcontractor takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite program monitoring must be conducted every two (2) years for all programs except Title III C-1 and Title III C-2, which must be conducted every year. Onsite Fiscal monitoring must be conducted every two (2) years for all programs including Title III C-1 and Title III C-2.
14. Monitor nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures must guarantee the following:
  - a) Inspection of non-food preparation nutrition sites at least every other year.
  - b) Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
  - c) Inspection of central kitchens sites annually on-site.  
[22 CCR 7634.3(d)]

ARTICLE II. SCOPE OF WORK (Continued)

15. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. This Contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
16. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and performance data.
17. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.
18. Provide program information and assistance to the public.
19. Maintain a four-year Area Plan, with annual updates, as specified in 22 CCR 7300 to 7320. The Area Plan and annual updates are due by May 1st of each year. The annual update shall be effective during the same term as this Agreement.
20. Maintain a program data collection and reporting system as specified in Exhibit E of this Contract.
21. Contract Title III case management services only to a public or non-profit agency, as required by 42 USC 3026(a)(8)(C).
22. Offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).
23. Include the identity of each designated community focal point in subcontracts as specified in 42 USC 3026(a)(3)(B).
24. Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).
25. Offer a meal to a volunteer under age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] The Contractor or the Subcontractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]
26. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]

ARTICLE II. SCOPE OF WORK (Continued)

27. Report a meal only once either as a Title III meal or a Title VI meal.
  28. Adhere to 48 CFR 3.908, implementing section 828, entitled “Pilot Program for Enhancement of Contractor Whistleblower Protections,” of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.
  29. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as “marriage,” “spouse,” family,” “household member” or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services’ (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.  
[1 USC 7 - Section 3 of the Defense of Marriage Act]
  30. To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor, either as a direct service provider or through a subcontractor must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants’ placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.
- B. The Contractor shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by OSLTCO, will:
1. Provide services to protect the health, safety, welfare and rights of residents. [OAA § 712(a)(5)(B)(i)] [45 CFR 1324.19(a)(2)]  
[Welf. & Inst. Code §§ 9701(a), 9712.5(b)]

ARTICLE II. SCOPE OF WORK (Continued)

2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA § 712(a)(5)(B)(ii)] [45 CFR 1324.19(a)(3)] [Welf. & Inst. Code § 9712.5(d)]
3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to action, inaction, or decisions, that may adversely affect the health, safety, welfare, or rights of the residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated; the complainant shall be notified in writing of the decision not to investigate and the reasons for the decision. [OAA § 712(a)(5)(B)(iii)] [45 CFR 1324.19(a)(1)] [Welf. & Inst. Code §§ 9701(a), 9712.5(a)]
4. Identify, investigate, and seek to resolve complaints made by or on behalf of residents with limited or no decision-making capacity and who have no legal representative. If such a resident is unable to communicate consent to the Ombudsman representative, the Ombudsman representative shall seek evidence to indicate what outcome the resident would have communicated. In absence of evidence to the contrary, the Ombudsman representative shall assume that the resident wishes to have the resident's health, safety, welfare, and rights protected and work to accomplish that outcome. [OAA § 712(a)(5)(B)(vii); 45 CFR 1324.19(b)(2)(iii)]
5. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities as defined in Welf. & Inst. Code § 15610.47. [Welf. & Inst. Code § 15630 et seq.]
6. Witness advance health care directives and property transfers of more than \$100 for residents of skilled nursing facilities. [HSC 1289] [PC 4675, PC 4700 et seq.]
7. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Exhibit E of this Contract. [OAA § 712(c)] [Welf. & Inst. Code § 9716(a)].



ARTICLE II. SCOPE OF WORK (Continued)

8. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights and well-being of residents.  
[OAA § 712(a)(5)(B)(iv)] [45 CFR 1324.19(a)(4)]  
[Welf. & Inst. Code § 9712.5(e)]
9. Review, comment, and facilitate the ability of the public to comment on laws, regulations, policies, actions, and legislative bills that pertain to the rights and well-being of residents. [OAA § 712(a)(5)(B)(v)] [45 CFR 1324.19(a)(5)] [Welf. & Inst. Code § 9712.5(g)-(i)]
10. Support, actively encourage, and assist in the development of resident and family councils. [OAA § 712(a)(5)(B)(vi)] [45 CFR 1324.19(a)(6)] [Welf. & Inst. Code § 9726.1(a)(3)]
11. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services [OAA § 712(a)(5)(B)(viii)] [45 CFR 1324.19(a)(7)]:
  - a. Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA § 712(a)(3)(D); Welf. & Inst. Code § 9712.5(d)(1)]
  - b. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(1)]
  - c. Promote visitation programs and other community involvement in long-term care facilities within the service area.  
[Welf. & Inst. Code § 9726.1(a)(2), (4)]
  - d. Present community education and training programs to long-term care facility staff, human service workers, families and the general public about long-term care and residents' rights.  
[Welf. & Inst. Code § 9726.1(a)(5)]
  - e. Refer other individuals' complaints and concerns that a representative becomes aware are occurring in the facility to the appropriate governmental agency.  
[Welf. & Inst. Code § 9712.5(a)(2)]

ARTICLE II. SCOPE OF WORK (Continued)

12. Ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will use Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds to support activities for the overall program.
  13. Review and approve claims for Citation Penalties Account funds, Licensing and Certification Program funds, and Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.
  14. Submit monthly fiscal documents to CDA, as determined by CDA, for Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.
- C. The Contractor shall ensure that the Elder Abuse Prevention program shall do some or all of the following:  
[OAA § 721]
1. Provide for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;
  2. Provide for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;
  3. Ensure the coordination of services provided by AAAs with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction;
  4. Promote the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the PSA;
  5. Conduct analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs;
  6. Conduct training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy;

**Scope of Work – Exhibit A**  
**AP 1920 Amendment 2**

7. Provide technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims; and
8. Conduct special and on-going training, for individuals involved in serving victims of elder abuse, neglect, and exploitation, on the topics of self-determination, individual rights, State and federal requirements concerning confidentiality, and other topics determined by CDA to be appropriate.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**AP 1920 Amendment 2**

**ARTICLE I. FUNDS**

**A. Expenditure of Funds**

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.
3. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State Mileage/Per Diem (meals and incidentals)/Lodging:

<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [2 CCR 599.615 et seq.]

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

4. CDA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

**B. Accountability for Funds**

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200] [45 CFR 75]

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**AP 1920 Amendment 2**

ARTICLE I. FUNDS (Continued)

2. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302:

- a. Financial Reporting.
- b. Accounting Records.
- c. Complete Disclosure.
- d. Source Documentation.
- e. Internal Control.
- f. Budgetary Control.
- g. Cash Management (written procedures).
- h. Allowable Costs (written procedures).

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

- 1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- 2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition,

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**AP 1920 Amendment 2**

ARTICLE I. FUNDS (Continued)

this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Contract and approval of an itemized Budget. No legal liability on the part of the State for any payment may arise under this Contract until funds are made available; the itemized Budget is received and approved by the State and the Contractor has received an executed contract.

4. Funding Reduction(s)

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:
  - i. Terminate the Contract pursuant to Exhibit D, Article XII., A of this Agreement, or
  - ii. Offer a contract amendment to the Contractor to reflect the reduced funding for this Contract.
- b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:
  - i. The State reserves the right to determine which contracts, if any, under this program shall be reduced.
  - ii. Some contracts may be reduced by a greater amount than others, and
  - iii. The State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**AP 1920 Amendment 2**

ARTICLE I. FUNDS (Continued)

E. Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by the Contractor and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]
3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (b)(8)]
  - a. The Contractor receives less than \$120,000 in federal awards per year.
  - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
  - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
  - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:
  1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**AP 1920 Amendment 2**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

2. Fringe Benefits.
  3. Contractual Costs – subcontract and consultant cost detail.
  4. Indirect Costs.
  5. Rent - specify square footage and rate.
  6. Supplies.
  7. Equipment - detailed descriptions and unit costs.
  8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
  9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
  10. Other Costs - a detailed list of other operating expenses.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section B. above.
- D. Indirect Costs
1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.
  2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
  3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.



**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**AP 1920 Amendment 2**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: “Facilities” and “Administration.” “Facilities” is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of “Facilities” (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.
7. Program Income must be used to expand baseline services.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**AP 1920 Amendment 2**

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

B. One-Time Only (OTO) Funds

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.
2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.
3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
  - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
  - b. Home and community-based projects that are approved in advance by CDA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
  - c. Innovative pilot projects that are approved in advance by CDA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).
  - d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance CDA approval.
4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

C. Matching Contributions

"Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the Contract funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**AP 1920 Amendment 2**

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or a subcontractor.
3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

D. Area Plan Administration

Area Plan Administration may be combined into one cost objective for purposes of documenting charges for salaries and wages funded from federal fund Titles III B, III C-1, III C-2, III E, and III C-1 and III C-2 General Fund administration allocations.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

- A. The Contractor shall submit electronically the original Area Plan Budget with the Area Plan and Area Plan annual updates by May 1, unless otherwise instructed by CDA.
- B. The Contractor shall submit electronically a budget revision thirty (30) calendar days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by CDA.
- C. The final date to submit a budget revision containing allocation transfers is January 15<sup>th</sup> of the Contract period unless otherwise specified by CDA.

D. Line Item Budget Transfers

The Contractor may transfer contract funds between line items under the following terms and conditions:

1. The Contractor may transfer any or all administrative funds into program without restrictions for each funding source - Title III B, C-1, C-2, D & E. However, the Contractor shall not transfer funds designated for programs into administration.
2. The Contractor may make one transfer of funds between budget line items for Title III B, C-1, C-2, D, and E programs for the first 3 month period of the contract period in accordance with the Budget Display in Exhibit B and one transfer of funds for the period beginning October 1. CDA will process the transfer if sufficient funds are made available.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**AP 1920 Amendment 2**

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

3. The Contractor shall submit a revised budget to CDA when one or the cumulative line item budget transfers exceeds ten percent (10%) of the total budget for each funding source.
4. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.
5. Final budget revision containing line item adjustments may be submitted as necessary, but no later than sixty (60) days prior to the ending date of the contract, and shall not include allocation transfers.

E. Allocation Transfers

1. The Contractor shall submit a request to CDA to transfer federal or State funds between Title III B, C-1 and C-2 programs in accordance with the Budget Display in Exhibit B. The request shall be submitted as instructed in the Area Plan Budget forms.
  - a. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA § 308(b)(5)(A) and between Titles III C-1, and III C-2 in accordance with OAA § 308(b)(4)(A).
  - b. Transfer of State funds is allowable between Title III C-1 General Fund and Title III C-2 General Fund.
2. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.
3. Transfer of funds cannot be processed or approved after the end of the specified Contract period.

F. Matching Requirements

1. The required minimum administration matching contributions for Title III B, not including Ombudsman, III C, & III E combined is twenty-five percent (25%).
2. The required minimum program matching contributions for Title III B, not including Ombudsman, and III C is ten percent (10%).

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**AP 1920 Amendment 2**

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

3. The required minimum program matching contributions for Title III E is twenty-five percent (25%).
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III B, not including Ombudsman, and III C can be pooled to meet the minimum requirement of ten percent (10%).
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.
8. Of the total minimum match required for Title III at least twenty-five percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).
9. Expend not more than ten percent (10%) of the total Title III E federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than eighteen (18) years of age in accordance with OAA § 373(g)(2)(C).
10. Limit expenditures for Title III E Supplemental Services to twenty percent (20%) of the total Title III E federal and matching non-federal share.

G. Program Development or Coordination

The Contractor shall not budget or fund Program Development or Coordination activities as a cost of Title III B Supportive Services until it has first budgeted and spent the total of its Title III B, C, & E funds allocated for Area Plan administration costs. During the Contract period, Program Development or Coordination activities and Area Plan administration activities can occur simultaneously. (See Article VI of this Exhibit for reconciliation during the closeout period.)

H. Equipment

Equipment/Property with per unit cost of \$500 or more requires justification and approval from CDA and must be included in its approved Area Plan Budget.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**AP 1920 Amendment 2**

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

- I. The Title IIIC nutrition augmentation funding may be transferred between General Fund C1 and General Fund C2 as needed to provide services to meet unduplicated client and meal goals. The funding must not be transferred to other programs or be used to supplant other program funding, including the Federal Title IIIC1 and Federal Title IIIC2.

ARTICLE V. PAYMENTS

- A. Title III B, III C, III D, III E, VII Ombudsman and VII-A Elder Abuse Prevention

The Contractor shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA. The report shall include all costs and funding sources for the month prior.

- B. Ombudsman Citation Penalties Account, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability Funds, and Older Californians Act.

The Contractor shall submit a monthly expenditure report and a request for funds to CDA no later than the last business day of each month unless otherwise specified by CDA

- C. Payments will be made to reimburse expenditures reported unless contractor pre-selects an Advance method on CDA 122 at the time of contract execution.
- D. Contractor shall be charged \$75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.
- E. CDA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as CDA determines that the financial management standards are met.
- F. The funding balances for July 1 through September 30 will be determined from the Contractor's budget (CDA 122).
- G. The funding balances for October 1 through February 28 will be based on the contract budget display from the contract amendment until transfers are approved by Administration for Community Living.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**AP 1920 Amendment 2**

ARTICLE V. PAYMENTS (continued)

- H. The funding balances for March 1<sup>st</sup> (or upon ACL approval whichever is the latter) through June 30<sup>th</sup>, will be based on the Contractor's final budget (CDA 122) (i.e., budget submitted with the contract amendment, the January 15<sup>th</sup> or April 30<sup>th</sup> budget).

ARTICLE VI. CLOSEOUT

- A. The Area Plan Financial Closeout Report (CDA 180) and the Program Property Inventory Certification (CDA 9024) shall be submitted annually to the CDA Fiscal Team. All contractors are required to submit Closeout Reports as instructed by CDA.
- B. Federal funds will be reduced proportionately to maintain the required matching ratios if the Contractor fails to report sufficient match.
- C. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.
- D. Closeout reporting documents must be addressed to the CDA Fiscal Team.
- E. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the contract amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

**AREA PLAN**  
**Budget Display**  
**Fiscal Year 2019-20 (Federal Fiscal Years 2019 & 2020)**  
**County of Solano**

**12 months (July 1, 2019 - June 30, 2020)**

	Project Number	Baseline	Adjustments	Transfers	One-Time Only	Updated Total	Net Change
<b>Supportive Services</b>							
Federal Title IIIB	3BSL19-19	106,710 (b)	7,907	30,790	51,502	196,909	90,199
Federal Title IIIB	3BSL20-19	396,188 (c)		16,312		412,500	16,312
Total Supportive Services		502,898	7,907	47,102	51,502	609,409	106,511
<b>Ombudsman</b>							
Federal Title IIIB	3BOL19-19	10,265 (b)		-	2,547	12,812	2,547
Federal Title IIIB	3BOL20-19	38,111 (c)		-		38,111	-
Federal Title VIIa	7OFL19-19	16,074 (b)	348		1,272	17,694	1,620
Federal Title VIIa	7OFL20-19	49,007 (c)				49,007	-
General Fund IIIB	B1GL	135,013 (a)	79,116			214,129	-
Public Health L & C Program Fund	LCPF	7,535 (a)				7,535	-
State Health Facilities Citation Penalties Account	SDFL	15,814 (a)			14,455	30,269	-
SNF Quality & Accountability	SNFL	35,791 (a)				35,791	-
Total Ombudsman		307,610	79,464	-	18,274	405,348	4,167
<b>Congregate Nutrition</b>							
Federal Title IIIC1	3C1L19-19	176,640 (b)	4,153	(62,135)	35,612	154,270	(22,370)
Federal Title IIIC1	3C1L20-19	474,881 (c)		(131,368)		343,513	(131,368)
General Fund C1	C1GL	55,008 (a)	100,527			155,535	100,527
NSIP C1	NC1L19-19	9,269 (b)	1,025			10,294	1,025
NSIP C1	NC1L20-19	27,705 (c)				27,705	-
Total Congregate Nutrition		743,503	105,705	(193,503)	35,612	691,317	(52,186)
<b>Home-Delivered Meals</b>							
Federal Title IIIC2	3C2L19-19	101,954 (b)	3,739	31,345	21,793	158,831	56,877
Federal Title IIIC2	3C2L20-19	305,860 (c)		115,056		420,916	115,056
General Fund C2	C2GL	59,950 (a)	204,100			264,050	204,100
NSIP C2	NC2L19-19	46,610 (b)	5,155			51,765	5,155
NSIP C2	NC2L20-19	139,309 (c)				139,309	-
Total Home Delivered Meals		653,683	212,994	146,401	21,793	1,034,871	381,188
<b>Disease Prevention</b>							
Federal Title IIID	3DFL19-19	9,534 (b)	294		8,760	18,588	9,054
Federal Title IIID	3DFL20-19	29,060 (c)				29,060	-
Total Disease Prevention		38,594	294	-	8,760	47,648	9,054
<b>Family Caregiver</b>							
Federal Title IIIE	3EFL19-19	59,973 (b)	2,489	-	40,275	102,737	42,764
Federal Title IIIE	3EFL20-19	184,759 (c)		-		184,759	-
Total Title IIIE		244,732	2,489	-	40,275	287,496	42,764
<b>Elder Abuse Prevention</b>							
Federal Title VII	7EFL19-19	1,805 (b)			818	2,623	818
Federal Title VII	7EFL20-19	5,496 (c)				5,496	-
Total Elder Abuse Prevention		7,301	-	-	818	8,119	818



**AREA PLAN**  
**Budget Display**  
**Fiscal Year 2019-20 (Federal Fiscal Years 2019 & 2020)**  
**County of Solano**

**12 months (July 1, 2019 - June 30, 2020)**

	Project Number	Baseline	Adjustments	Transfers	One-Time Only	Updated Total	Net Change
<b>Administration</b>							
Federal Title IIIB	3BAL19-19	15,408 <sup>(b)</sup>		-		15,408	-
Federal Title IIIB	3BAL20-19	57,207 <sup>(c)</sup>		-		57,207	-
Federal Title IIIC1	C1AL19-19	22,854 <sup>(b)</sup>		-		22,854	-
Federal Title IIIC1	C1AL20-19	61,442 <sup>(c)</sup>		-		61,442	-
Federal Title IIIC2	C2AL19-19	13,191 <sup>(b)</sup>		-		13,191	-
Federal Title IIIC2	C2AL20-19	39,574 <sup>(c)</sup>		-		39,574	-
Federal Title IIIE	3EAL19-19	7,744 <sup>(b)</sup>		-		7,744	-
Federal Title IIIE	3EAL20-19	23,858 <sup>(c)</sup>		-		23,858	-
General Fund C1	1GAL	363 <sup>(a)</sup>				363	-
General Fund C2	2GAL	96 <sup>(a)</sup>				96	-
Total Administration		241,737	-	-	-	241,737	-
<b>Funding Summary</b>							
Federal Funds		2,430,488	25,110	-	162,579	2,618,177	187,689
General Fund		250,430	383,743	-	-	634,173	304,627
Public Health L & C							
Program Fund		7,535	-	-	-	7,535	-
SNF Quality & Accountability		35,791	-		-	35,791	-
State Health Facilities							
Citation Penalties							
Account		15,814	-		14,455	30,269	-
<b>Grand Total - All Funds</b>		<b>2,740,058</b>	<b>408,853</b>	<b>-</b>	<b>177,034</b>	<b>3,325,945</b>	<b>492,316</b>

**Comments:**

The maximum amount of Title IIIE expenditures allowable for supplemental services is: 74,353

The maximum amount of Title IIIE expenditures allowable for Grandparents is: 37,176

The minimum General Fund to be expended for State Match in Title III is: 92,825

CFDA NUMBER	Year	Award #	Award Name
93.041	2019	1901CAOAEEA-01	Older American Act Title VII- Elder Abuse Prevention
93.041	2020	2001CAOAEEA-00	Older American Act Title VII- Elder Abuse Prevention
93.042	2019	1901CAOAOM-01	Older American Act Title VII- Ombudsman
93.042	2020	2001CAOAOM-00	Older American Act Title VII- Ombudsman
93.043	2019	1901CAOAPH-01	Older American Act Title III- Preventive Health
93.043	2020	2001CAOAPH-00	Older American Act Title III- Preventive Health
93.044	2019	1901CAOASS-01	Older American Act Title III- Supportive Services
93.044	2020	2001CAOASS-00	Older American Act Title III- Supportive Services
93.045	2019	1901CAOACM-01	Older American Act Title III- Congregate Meals
93.045	2020	2001CAOACM-00	Older American Act Title III- Congregate Meals
93.045	2019	1901CAOAHD-01	Older American Act Title III- Home-Delivered Meals
93.045	2020	2001CAOAHD-00	Older American Act Title III- Home-Delivered Meals
93.052	2019	1901CAOAF-01	Older American Act Title III- Family Caregivers
93.052	2020	2001CAOAF-00	Older American Act Title III- Family Caregivers
93.053	2019	1901CAOANS-00	Older American Act Nutrition Services Incentive Program
93.053	2020	2001CAOANS-00	Older American Act Nutrition Services Incentive Program

<sup>(a)</sup> Funds must be expended by 6/30/20 and final expenditures reported in closeout by 7/31/20.

<sup>(b)</sup> Final expenditures reported in closeout by 7/31/20. The baseline request to be transferred for the project (7/1/19-9/30/19) is due 5/1/19. These funds may not be carried over into a following year contract.

<sup>(c)</sup> Funds must be reported in closeout by 7/31/20 and may be carried over into the following year contract. The baseline request to be transferred for the project (10/1/19-6/30/20) is due 2/15/20.

**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT**

**A. General Assurances**

The Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.
2. If the Contractor makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, the Contractor shall adhere to the program requirements and to 45 CFR 75.327(2), "Procurement Standards" (procurement by contractors and subcontractors for nonprofit organizations), and 45 CFR 75.327 (procurement for State and local governments), as applicable.
3. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.
4. The Contractor assures that when an existing facility has been altered (with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:
  - a. Not less than three (3) years from the date the Agreement terminates, where the amount of the Agreement, including the non-federal share, does not exceed \$30,000.
  - b. If the Agreement amount exceeds \$30,000, the fixed period of time shall be not less than three (3) years from the date of Agreement plus one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000.
  - c. For Agreement amounts which exceed \$75,000, the fixed period of time shall be no less than ten (10) years.
5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least twenty (20) years after completion of that construction.
6. Any facility to be used as a senior center and acquired with funds made available by this Agreement shall be used for that purpose for at least ten (10) years from the date of acquisition.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

7. Any agency awarded Title III funds for senior center acquisition or construction will have a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the County Recorder. The Contractor shall periodically validate continuing use of such facility as a senior center during the recapture period.
8. CDA will make funds available only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.
9. The Contractor and/or Subcontractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with OAA § 373(d).
10. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its subcontractors.
11. Funds made available under Title III E shall be budgeted and expended in accordance with the five federal support service components specified in OAA § 373(b), and distinguished between "caregiver" and "grandparent" support services, as required for NAPIS.
12. Funds made available under Title III E shall enable comprehensive and multifaceted systems of support services that include the five federal support service components for both "family caregiver" and "older relative caregiver" [OAA § 373(a)-(b)], unless the AAA has documented through the Area Plan process that one or more of these components is being addressed by other sources.
13. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E) and Title VII services.
14. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., the Multipurpose Senior Services Program, etc.) or other caregiver services such as those provided through the Department of Social Services' Kinship Support Service Programs, the California Community Colleges' Foster and Kinship Care Education Programs, the Department of Developmental Services' Regional Centers, the California Caregiver Resource Centers, and other Title III funded providers.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

15. The following closely related programs identified by CFDA number are to be considered as an “other cluster” for purposes of determining major programs or whether a program-specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization’s single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

- |        |   |
|--------|---|
| 93.041 | Special Programs for the Aging-Title VII-A, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-A, Chapter 3).       |
| 93.042 | Special Programs for the Aging-Title III B & VII-A, Chapter 2 – Long-Term Care Ombudsman Services for Older Individuals (Title III B & VII-A, Chapter 2). |
| 93.043 | Special Programs for the Aging-Title III, Part D – Disease Prevention and Health Promotion Services (Title III D).  |
| 93.044 | Special Programs for the Aging-Title III, Part B – Grants for Supportive Services and Senior Centers (Title III B).                                       |
| 93.045 | Special Programs for the Aging-Title III, Part C – Nutrition Services (Title III C).  |
| 93.052 | National Family Caregiver Support Program-Title III, Part E.  |
| 93.053 | Nutrition Services Incentive Program.   |

“Cluster of programs” means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. “Other clusters” are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards provided to its subcontractors that meet the definition of “cluster of programs.” When designating an “other cluster,” a state shall identify the federal awards included in the cluster and advise the subcontractors of

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

compliance requirements applicable to the cluster. A “cluster of programs” shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR 75 Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F. 1., and Non-Profit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.

16. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:
  - a. The Contractor or any subcontractors for any Title III or Title VII-A services shall not use means tests.
  - b. Any Title III or Title VII-A client that does not contribute toward the cost of the services received shall not be denied services.
  - c. Methods used to solicit voluntary contributions for Title III and Title VII-A services shall be non-coercive.
  - d. Each service provider will:
    - (i) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
    - (ii) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.
    - (iii) Protect the privacy and confidentiality of each recipient with respect to the recipient’s contribution or lack of contribution; and
    - (iv) Establish appropriate procedures to safeguard and account for all contributions.
    - (v) Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.
17. Any Title III and Title VII service shall not implement a Cost Sharing program unless approved by CDA.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

18. The Contractor shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, and any other institutions that have responsibility for disaster relief service delivery.
19. The Contractor, at a minimum, shall identify and make contact with its local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contact shall include a discussion of the types of clients served by the AAA and how OES will address their needs in the community.
20. The Contractor shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the CDA Disaster Coordinator.
21. The Contractor shall assure that its Information and Assistance staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in 22 CCR § 7547, the training shall consist of:
  - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.
  - b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.
  - c. Making written emergency procedure instructions available to all staff who have contact with older individuals or persons with disabilities.
22. The Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.
23. The Contractor shall develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.
24. The Contractor shall annually assess each Title III C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J)] [OAA § 207(a)(3)]

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

25. The Contractor shall assure that the following publication conditions are met:

Materials published or transferred by the Contractor and financed with funds under this Agreement shall:

- a. state, “The materials or product were a result of a project funded by a contract with the California Department of Aging”.
- b. give the name of the entity, the address, and telephone number at which the supporting data is available and
- c. include a statement that, “The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data.”

B. Assurances Specific to the Ombudsman Program

The Contractor shall assure the following:

1. Long-Term Care Ombudsman Services in the Planning and Service Area will be carried out by the agency that has been designated by the State Ombudsman to provide those services. [OAA § 712(a)(5)(A); 45 CFR 1324.13(c)]
2. The Local Ombudsman Program, , its governing board members, representatives of the Local Ombudsman Program, OSLTCO, and members of their immediate families shall be free of actual and perceived conflicts of interest. [OAA § 712(f)(1)(B); 45 CFR 1324.21]
3. Representatives of the Local Ombudsman Program shall have unescorted, unhindered access to long-term care facilities and long-term care facility residents between the hours of 7:00 a.m. and 10:00 p.m., seven days a week. [OAA § 712(b)(1)(A)] [45 CFR 1324.11(e)(2)(i)] [Welf. & Inst. Code § 9722(a)] [22 CCR 8020(a)]. Authorization by the State Ombudsman is required for entry outside of these hours. [Welf. & Inst. Code § 9722(a)] [22 CCR 8020(b)]
4. Representatives of the Local Ombudsman Program shall have access to the medical and personal records of residents with appropriate documentation of consent, or when authorized by the State Ombudsman, in accordance with policies developed by the State Ombudsman. [OAA § 712(b)(1)(B)] [45 CFR 1324.11(e)(2)(iv)] [Welf. & Inst. Code § 9724]

**Additional Provisions – Exhibit E**  
**AP 1920 Amendment 2**

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

5. Representatives of the Local Ombudsman Program, upon request to a long-term care facility staff, shall be provided with a roster, census, or other list of the names and room numbers or room locations of all current residents. [Welf. & Inst. Code § 9722(d)]
6. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification. [OAA § 712(h)(5)(B)] [45 CFR 1324.13(c)(3)] [Welf. & Inst. Code § 9719(a)]
7. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized by the resident, resident representative, State Ombudsman, or local Ombudsman Program Coordinator in compliance with OSLTCO policies and procedures.. [OAA §§ 705(a)(6)(C); 712(d)(2)] [45 CFR 1324.11(e)(3); 1324.19(b)(6-9)] [Welf. & Inst. Code § 9725]
8. The Local Ombudsman Program shall enter into a Memorandum of Understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or a suit or other legal action has been threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA § 712(h)(7)] [45 CFR 1324.13(h)(10)] [Welf. & Inst. Code § 9717(c)] [Statewide Standards for Legal Assistance in California]
9. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman Program Coordinator shall be responsible for managing the day-to-day operation of the Program, including managing all paid staff and volunteers in the Program. The Local Ombudsman Coordinator shall determine budget priorities, develop or participate in budget preparation, and be informed of budget allocations by the Contractor specific to the Ombudsman Program. [45 CFR 1324.13(f)]
10. The Local Ombudsman Program Coordinator shall provide CDA with an organizational chart that includes:
  - a. All local staff that are wholly or partly funded by Ombudsman Program resources.



ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

- b. Their titles/roles within the Program.
- c. The number of hours per week charged to the Local Ombudsman Program for each position.

[45 CFR 1324.13(b),(c)]

- 11. The Local Ombudsman Program Coordinator will attend OSLTCO New Coordinator Training when initially designated as coordinator and OSLTCO biannual training conferences. [45 CFR 1324.13(c)(2); Welf. & Inst. Code § 9719(a)(1)]
- 12. The Local Ombudsman Program Coordinator shall inform CDA/OSLTCO of issues with local Ombudsman Representatives, complex cases, situations with potential legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality, and conflict of interest issues [45 CFR 1324.13(b),(c)].
- 13. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records.  
[OAA § 705(a)(6)(C)] [45 CFR 1324.19(b)(2)(i)]  
[Welf. & Inst. Code §§ 9725; 15633(c)]
- 14. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from CDA. [OAA § 712(c)]  
[45 CFR 1324.13(d)] [Welf. & Inst. Code § 9716(a)]
- 15. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of resident complaints.

C. Assurances Specific to Legal Service Providers (LSPs)

In accordance with OAA § 731, the Contractor shall assure that the following conditions are met:

- 1. LSPs will coordinate with State-designated providers of Long-Term Care Ombudsman services by developing and executing an MOU which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.

**Additional Provisions – Exhibit E**  
**AP 1920 Amendment 2**

**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate.
3. Where both legal and Ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.
4. LSPs may assist the State in providing legal representation to the Ombudsman Program when an Ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the Ombudsman.
5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program.
6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, Long-Term Care Ombudsman Programs, Health Insurance Counseling and Advocacy Programs, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points.
7. LSPs are to coordinate legal assistance activities with the statewide hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.
8. LSPs are to use the Uniform Reporting System revised by CDA in July 2013 to collect data on legal services provided.
9. Waiver of this section of the Contract may be obtained from CDA pursuant to Exhibit D, Article XV of this Agreement entitled, Amendments, Revisions, or Modifications.

**ARTICLE II. REPORTING PROVISIONS**

- A. The Contractor shall submit program performance reports to the CDA Data Team for: Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Programs in accordance with CDA requirements.  
[Welf. & Inst. Code § 9102 (a)(5)]
- B. The Contractor shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable.

ARTICLE II. REPORTING PROVISIONS (Continued)

1. Quarterly, the Contractor shall submit data reports for OAA-funded programs as follows:

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1 - December 31	January 31
Quarter 3	January 1 - March 31	April 30
Quarter 4	April 1 - June 30	July 31

2. Annually, the Contractor shall submit performance reports as follows, or as instructed by CDA:

Reporting Period	Due Date
July 1 – June 30	September 30

3. For reports that will be submitted late, ten (10) calendar days prior to the report due date, the Contractor shall submit to the Data Team ([DataTeam.Reports@aging.ca.gov](mailto:DataTeam.Reports@aging.ca.gov)), a written explanation including the reasons for the delay and the estimated date of submission.
4. For web-based California Aging Report System (CARS) reports, the Contractor shall approve all data within ten (10) calendar days of receipt of notification of passed status. If data in the CARS report is not correct and approvable within ten (10) days, the Contractor will make a notation in the comments area of the CARS report and submit the data using the approved status button.

C. Reporting Requirements specific to Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Program services

The Contractor shall submit program data reports electronically as follows:

1. Upload the NAPIS State Program Report (SPR) to CARS at <https://ca.getcare.com>.
2. Submit the California Legal Services Quarterly Aggregate Report Form (CDA 1022) via email to [DataTeam.Reports@aging.ca.gov](mailto:DataTeam.Reports@aging.ca.gov).
3. Submit performance data reports quarterly.
4. Submit NAPIS SPR reports annually.

ARTICLE II. REPORTING PROVISIONS (Continued)

- D. The Contractor shall verify the accuracy of all data submitted to CDA by reviewing and responding to the Annual Data Error Report in accordance with CDA requirements.
1. The Contractor shall, in accordance with CDA requirements, correct and/or explain all logic and questionable errors in the Annual Data Error Report.
    - a. The Contractor shall return the Annual Data Error Report to CDA, verifying that corrections have been made, via email to [DataTeam.Reports@aging.ca.gov](mailto:DataTeam.Reports@aging.ca.gov).
    - b. The Annual Data Error Reports are due to CDA by a date specified by CDA, which can vary from year to year.
  2. The Contractor shall review and verify all quarterly and annual NAPIS SPR and CDA 1022 data for accuracy and make necessary corrections, in accordance with CDA requirements.
- E. Reporting Provisions Specific to the Ombudsman Program
- The Contractor shall take the following actions, or shall require its Subcontractor, the Local Ombudsman Program, to enter data into the Internet-based NORS utilizing software provided by CDA, as required. NORS data entry must be timely, complete, accurate, and verifiable.
1. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter (i.e., October 31, January 31, April 30, and July 31). Upon request, aggregate data sent to the corresponding AAA.
  2. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly Ombudsman Data Reporting Form (OSLTCO S301), indicating that data for the quarter has been completed or the reason for any delay, to the OSLTCO mailbox ([stateomb@aging.ca.gov](mailto:stateomb@aging.ca.gov)) with a copy to the AAA.
- F. The Contractor shall have written reporting procedures specific to each program which include:
1. Collection and reporting of program data for the Contractor and Subcontractor.

ARTICLE II. REPORTING PROVISIONS (Continued)

2. Ensuring accuracy of all data from the Contractor and Subcontractor.
  3. Verification of the Contractor and Subcontractor data prior to submission to the CDA Data Team.
  4. Procedures for the Contractor and Subcontractor on correcting data errors.
  5. A methodology for calculating and reporting:
    - a. Total estimated unduplicated clients in each non-registered service.
    - b. Total estimated unduplicated clients in all non-registered services.
    - c. Total estimated unduplicated clients across all registered and non-registered services.
  6. A performance data monitoring process.
- G. The Contractor shall orient and train staff and Subcontractor staff regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned, prolonged absences to ensure timely and accurate submission of data.
- H. Reporting Provisions Specific to Title VII-A, Chapter 3 Elder Abuse Prevention
1. The Contractor shall complete and submit the Elder Abuse Prevention Quarterly Activity Report (CDA 1037) to the OSLTCO mailbox ([stateomb@aging.ca.gov](mailto:stateomb@aging.ca.gov)) on the following reporting due dates:

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1 - December 31	January 31
Quarter 3	January 1 - March 31	April 30
Quarter 4	April 1 - June 30	July 31

2. The Contractor shall also enter the quarterly aggregate number of “Elder Abuse Prevention, Education and Training Sessions” and “Elder Abuse Prevention Educational Materials” into CARS on a quarterly basis.

**ARTICLE II. REPORTING PROVISIONS (Continued)**

3. The Contractor shall also report in CARS the total Elder Abuse Prevention, Education and Training sessions and Elder Abuse Prevention, Education Materials from the Elder Abuse Prevention Quarterly Activity Report.

**I. Reporting Provisions Specific to Title III C-2**

The contractor shall provide quarterly data about their FY 2019-20 Title III C-2 Wait List(s), using a template provided by CDA, via email to [CDANutritionandHealthPromotion@aging.ca.gov](mailto:CDANutritionandHealthPromotion@aging.ca.gov). The categories may include, but are not limited to the following:

- Number of unduplicated clients on the Wait List
- Number of unduplicated clients removed from the Wait List
- Number of new unduplicated clients added to the Wait List

**ARTICLE III. APPEAL PROCESS**

- A. The Contractor may appeal an adverse determination as defined in 22 CCR 7702 using the appeal process established by CDA in 22 CCR 7700 through 7710. Such appeal shall be filed within thirty (30) days of receipt of CDA's notice of adverse determination.
- B. Subcontractors of the Contractor may appeal the Contractor's final adverse determination relating to Title III and Title VII programs using the appeal process established in 22 CCR 7700 to 7710.
- C. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W&I § 9535(k), and as specified in the procurement documents and contracts of the Contractor.
- D. Appeal costs or costs associated with any court review are not reimbursable.

**ARTICLE IV. TRANSITION PLAN**

- A. The Contractor shall submit a transition plan to the State within fifteen (15) days of delivery of a written Notice of Termination (pursuant to Exhibit D, Article XII. of this Agreement) for a service funded either by Title III or Title VII. The transition plan must be approved by the State and shall at a minimum include the following:
  1. A description of how clients will be notified about the change in their service provider.

ARTICLE IV. TRANSITION PLAN (Continued)

2. A plan to communicate with other organizations that can assist in locating alternative services.
  3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
  4. A plan to evaluate clients in order to assure appropriate placement.
  5. A plan to transfer any confidential medical and client records to a new contractor.
  6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
  7. A plan for adequate staff to provide continued care through the term of the Contract. [22 CCR 7206(e)(4)]
  8. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Contract.
  9. Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. The Contractor shall implement the transition plan as approved by the State. The State will monitor the Contractor's progress in carrying out all elements of the transition plan.
- C. If the Contractor fails to provide and implement a transition plan as required by Exhibit D, Article XII. of this Agreement, the Contractor will implement a transition plan submitted by CDA to the Contractor following the Notice of Termination.

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM

- A. Transition of Local Ombudsman Services
1. The Contractor shall, upon receipt of notice of intent to terminate Ombudsman services by the subcontractor, notify the State Ombudsman in writing, within one (1) working day of the receipt of the notice.
  2. The Contractor shall, upon notice of termination, implement one of the following options to ensure continuity of Ombudsman services in accordance with federal and State mandates:

**Additional Provisions – Exhibit E**  
**AP 1920 Amendment 2**

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM (Continued)

- a. Continue the provision of mandated Ombudsman services as a subcontract with a provider selected in response to a Request for Proposal (RFP). CDA shall allow the Contractor up to one hundred eighty (180) days to transition services to a new subcontractor.
- b. Continue the provision of mandated Ombudsman services as a direct service of the Contractor. CDA shall allow the Contractor up to one hundred eighty (180) days to transition services from the Subcontractor to the Contractor.

B. Transition Plan

- 1. The Contractor shall submit a Transition Plan to the State Ombudsman within fifteen (15) days from the occurrence of any of the following:
  - a. The Contractor's receipt of written notice of the Subcontractor's intent to terminate Ombudsman services.
  - b. The Contractor's written notice to the Subcontractor of its intent to terminate the subcontract for Ombudsman services.
  - c. The Contractor's receipt of written notice of CDA's intent to terminate the Contract for Ombudsman services.
  - d. The Transition Plan shall be submitted to:

CDA OSLTCO  
1300 National Drive, Suite 200  
Sacramento, CA 95834  
Attn: State Ombudsman
- 2. The Contractor shall identify in the Transition Plan which option it has chosen to ensure that there will be no break in continued services, based on the following:
  - a. Continue the mandated Ombudsman provisions as a direct service of the Contractor, utilizing experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the Contractor and designated by the State Ombudsman to represent the Local Ombudsman Program.



**Additional Provisions – Exhibit E**  
**AP 1920 Amendment 2**

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM (Continued)

- b. Continue the mandated Ombudsman provisions as a subcontracted service with a subsequent provider selected in response to an RFP and designated by the State Ombudsman to carry out Ombudsman duties with respect to the PSA.
- 3. The Transition Plan shall, at a minimum, include the following:
  - a. Details of how the Contractor shall maintain an adequate level of State Certified Ombudsman Representatives to ensure continuity of services during the transition to a subsequent Local Ombudsman Program.
  - b. Details of how the Contractor shall notify all the impacted facilities and community referral sources of the change in the parties providing Local Ombudsman Program services.
  - c. Details of how the Contractor shall deliver to the subsequent Local Ombudsman Program, a full inventory of updated confidential client records, public facility records, and records documenting Ombudsman certification and training.
  - d. A description of how the subsequent Local Ombudsman Program will be assisted in assessing the status of all active clients' records at the point of transfer to ensure timely continuation of Ombudsman services.
  - e. A description of how residents and their families will be notified about the changes in their Ombudsman services provider.
- C. The Contractor shall implement the Transition Plan as approved by the State Ombudsman. The State Ombudsman will monitor the Contractor's progress in carrying out all elements of the Transition Plan.
- D. If the Contractor fails to provide and implement the Transition Plan as required above, the Contractor agrees to implement a Transition Plan submitted by the CDA to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating Subcontractor or from a neighboring Local Ombudsman Program.

The Contract and Amendment 1 between Solano County and California Department of Aging can be accessed at the web pages linked below, in addition to being on file with the Clerk of the Board.

[A - Link to California Department of Aging Contract #AP-1920-28](#)

[B - Link to California Department of Aging Amendment 1 to Contract #AP-1920-28](#)



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	22	<b>Status:</b>	Regular Calendar
<b>Type:</b>	Presentation	<b>Department:</b>	Probation
<b>File #:</b>	20-129	<b>Contact:</b>	Christopher Hansen , 784-4803
<b>Agenda date:</b>	02/25/2020	<b>Final Action:</b>	
<b>Title:</b>	Receive a presentation from the Solano County Probation Department to include a review of adult recidivism data from Beyond the Arc, Inc, and available programs and services for youth; Approve a 6 month contract for an amount not to exceed \$45,000 with Literary Engineers to develop and produce a book for youth; Authorize the County Administrator to execute the contract; and Authorize the Chief of Probation to execute any amendments to the contract which are technical or administrative in nature		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Contract		

Date:	Ver.	Action By:	Action:	Result:
Published Notice Required?	Yes___	No__X__		
Public Hearing Required?	Yes___	No__X__		

### DEPARTMENTAL RECOMMENDATION:

The Probation Department recommends the Board of Supervisors:

1. Receive a presentation from the Solano County Probation Department outlining adult recidivism data from Beyond the Arc, Inc., and information related to programs and services available for youth in field services and at the Juvenile Detention Facility (JDF);
2. Approve a 6 month contract for an amount not to exceed \$45,000 with Literary Engineers to develop and produce a book for youth;
3. Authorize the County Administrator to execute the contract; and
4. Authorize the Chief of Probation to execute any future contract amendments that are administrative or technical in nature.

### SUMMARY/DISCUSSION:

The Probation Department has evolved into a Department focused on evidence based (EBP) and evidence informed practices. The services offered to adults and juveniles, in addition to the methods used for monitoring and supervision, have allowed the Department to move in a forward position for the past eight years. The Department strives to change lives and reduce recidivism through positive behavior change. The Department's firm, fair, and care approach exemplifies our interactions with clients in the office and in the community.

The Department has partnered with Beyond the Arc, Inc. (BTA) since 2017 to gather, review and analyze recidivism rates for adult clients. An independent review of criminal justice records by BTA found a 49% reduction in new convictions over a five-year period. The Department attributes this success to the innovative programming (cognitive behavioral therapy, substance abuse treatment, mental health treatment, job readiness, and vocational training), and the supervision services that are provided to adults which seek to reduce reoffending.

Along with providing services to adults, the Department has also focused its efforts on providing prevention services for youth. In 2018, the Department entered into a partnership with the Fairfield-Suisun Unified School District (FSUSD) and started the Adopt-a-School program at Fairview Elementary. The Department adopted a third-grade class, and staff from the Department go to the classroom on a weekly basis to provide tutoring and other supportive services to the teacher and the students. In June 2019, the Department was recognized for their efforts by the FSUSD Board, and the program is now in its second year. For the past six years, the Department has enhanced treatment services and has a one-stop shop for most clients in Fairfield and Vallejo. In addition to the Adopt-a-School program, the Department also partnered with Literary Engineers/Literary Tools to create a customized book regarding the positive impact of Probation Officers in the community. The Department will be working with the author on the storyboard and layout of the book. The book will be given to elementary age students as part of the Department's early intervention and prevention program.

For youth who are involved in the juvenile justice system and receiving supervision services in the community, the Department formally opened the Youth Achievement Center (YAC) in July of 2019. The YAC serves as a one-stop youth multi-service center and focuses on addressing criminogenic needs utilizing a risk, need, responsivity framework. The goal of the YAC is to provide services based on the youth's risk and needs to reduce delinquency and increase the successful transition into adulthood. YAC services take place in a variety of locations. In addition to interventions, the Centers offer pro-social activities as well to include Youth of the Month, Spoken Word, and Job Readiness Day. The Centers, where group interventions occur, are located in a building near the Probation Office in Vallejo and at the Sullivan Interagency Center Fairfield. Although the YAC services are up and running, the Department was informed that we would need to move out of the Sullivan Center by May 2021 due to the FSUSD needing the space for another purpose. The Department has formed a committee to look at viable options to accommodate the North County Juvenile Supervision Staff, as well as the Department and contracted staff assigned to the YAC.

The Department continues to enhance services for youth in detention at the JDF. Most recently, the JDF implemented a trades program in partnership with the Solano County Office of Education (SCOE). The "Introduction to Construction Trades" course is a three-semester program that provides an overview and introduction to the trades. Students are introduced to calculation and characteristics of materials, carpentry, framing, basic electrical wiring, welding, and plumbing. Students learn about the construction trades and construction careers. Coursework is project-based, providing students with opportunities to develop teamwork and project management skills. Students demonstrate responsibility for personal and occupational safety on the job site and have the opportunity to obtain Occupational Safety and Health Administration (OSHA) certifications verifying their competence. The certifications are entered into a national database that prospective employers can search and verify youth competencies. The instructors and assigned Student Support Specialists are actively compiling resource and referral materials for youth transitioning back to the community. Outreach has been done to establish relationships with local unions and trade organizations. The goal is to have representatives from the trade unions and organizations give presentations to the youth at the JDF, build connections, and establish relationships prior to the youth being released.

In addition to the trades program, the JDF and SCOE continue to focus on the educational needs of the youth in detention. On January 23, 2020, ten (10) Evergreen Academy students received their high school diplomas before a supportive crowd of family, Probation staff, and community supporters. Three (3) youth received

\$500 scholarships from the Fairfield Host Lions Club to further pursue their educational goals. Since the 2016-17 school year, 63 youth have graduated high school while detained at the JDF. Moreover, JDF continues to offer online community college courses with an average of five (5) youth enrolled each semester. Group Counselors and contracted service providers assist with enrollment, navigating college and course materials, and tutoring the youth to support success in their educational endeavors.

The Department is having a positive impact on our clients and the community. We are firm, fair, and care, and will continue to implement programs and services for adults and youth that make a difference and are essential to the evolution of the probation field.

**FINANCIAL IMPACT:**

The cost of preparing this item is minimal and is absorbed in the department's FY2019/20 Adopted Budget. The cost of the contract for Literary Engineers which includes the development, illustration, and initial production of the book, is funded by the Youthful Offender Block Grant (YOBG).

**ALTERNATIVES:**

The Board of Supervisors could choose:

1. Not to receive the presentation from the Probation Department. This is not recommended as this is an opportunity for the Board of Supervisors and the public to receive information on adult recidivism data, and the programs and services available for youth in field services and at the JDF.
2. Not to approve the contract for Literary Engineers. This is not recommended as the book will be customized for the Department and will illustrate the positive impact of Probation Officers in the community. The book will also be given to elementary age students as a part of the Department's early intervention and prevention program.
3. Not to authorize the Chief of Probation to approve and execute any future contract amendments. This action is not recommended and is not practical as it would require the Department to request approval for routine matters such as minor technical or administrative changes.

**OTHER AGENCY INVOLVEMENT:**

None.

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**



**County of Solano  
Standard Contract**

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

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

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

LITERARY ENGINEERS  
CONSULTANT'S NAME

2. The Term of this Contract is: December 1, 2019- June 30, 2020

3. The maximum amount of this Contract is: \$ 45,000.00 ACZ

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

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on December 1, 2019.

CONSULTANT	COUNTY OF SOLANO
<u>LITERARY ENGINEERS</u> CONSULTANT'S NAME	
<u>ACZ</u> SIGNATURE	AUTHORIZED SIGNATURE Birgitta E. Corsello, County Administrator
<u>ANDRE LEWIS, OWNER</u> PRINTED NAME AND TITLE	TITLE
<u>836 B. Southampton RD # 246</u> ADDRESS	475 Union Ave. ADDRESS
<u>BENICIA</u> <u>CA</u> <u>94510</u> CITY STATE ZIP CODE	Fairfield, CA 94533 CITY STATE ZIP CODE
	Approved as to Content: <u>Birgitta Corsello</u> 12/12/19 DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form: <u>Birgitta Corsello</u> COUNTY COUNSEL

Rev. 1/09/08

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

**EXHIBIT A**  
**SCOPE OF WORK**

The purpose of this contract is to create a customized book regarding the positive impact of probation officers to the community. The County desires to purchase this customized book from Literary Engineers that will create the book and distributed through Literary Tools, a nonprofit 501(c)(3). All rights to the book will be reserved to the Author/Contractor (Andre Lewis). The timeline is subject to change, but typically the total time is 40 weeks from initial meeting between Contractor and client to shipment of books to client. The time allotted to each duty is noted in parentheses below.

**A. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:**

1. Customize the book for specific use by the Solano County Probation Department utilizing the Department's logos and insignias.
2. Provide initial framework of story and storyboard draft to County representative (1 week)
3. Work with art director to create basic storyboard (2 weeks)
4. Work with illustrator to create enhanced storyboard (4 weeks)
5. Write script to go along with storyboard (2 weeks)
6. Complete layout of script and starts final illustrations (12 weeks)
7. Print books. Once books are printed and shipped to warehouse, Contractor will notify County representative of arrival (10 weeks)
8. One-time shipment to location provided by County is included in scope at no additional charge (1 week)

**B. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:**

1. Visit with Contractor to determine overall framework and story direction (1 day)

**At the completion of each milestone noted above, the County representative will:**

1. Provide input to Contractor on the storyboard draft (1 week\*)
2. Review and provide feedback on basic storyboard (2 weeks\*)
3. Review and provide feedback on illustrated and enhanced storyboard (2 weeks\*)
4. Review script and final storyboard (2 weeks\*)
5. Review and approve final layout (2 weeks\*)
6. Determine shipment location of completed books.

\*During the review process, County representative can make suggested changes. After 2 weeks, Contractor will proceed to next phase. Any changes after starting final illustrations will incur additional cost.

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

**1. COMPENSATION**

County agrees to buy 2000 books at the cost of \$20 per book plus tax (one-time shipping is included). Additional books can be ordered at \$20 per book.

**2. METHOD OF PAYMENT**

Pre-order of 500 books due after review of basic storyboard by art director.

The remaining balance will be due 30 NET after books are received to Literary Engineers' warehouse location. Books will be held free of charge for a maximum of 90 days.

Upon submission of an invoices by Contractor, and upon approval of County's representative, County shall, within thirty days of receipt, pay Contractor. Each invoice must specify services rendered, to whom, date of service and the accrued charges.



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

**1. CLOSING OUT**

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

**2. TIME**

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

**3. TIME OF PERFORMANCE**

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

**4. TERMINATION**

A. This Contract may be terminated by County or Consultant, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

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

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

**5. SIGNATURE AUTHORITY**

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

**6. WARRANTY**

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

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

**7. INSURANCE**

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

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

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

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

- |   |   |  |
|---|---|--|
| (1) General Liability:<br>(Including operations, products<br>and completed operations.) | <b>\$1,000,000</b>                      | 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:   | <b>\$1,000,000</b>                      | per accident for bodily injury and property damage.  |
| (3) Workers' Compensation:  | As required by the State of California. |  |
| (4) Employer's Liability:   | <b>\$1,000,000</b>                      | per accident for bodily injury or disease.   |

D. If Consultant maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Consultant.

E. Deductibles and Self-Insured Retentions

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

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

F. Other Insurance Provisions

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

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Consultant; and with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Consultant's insurance policy, or as a separate owner's policy.

(2) For any claims related to work performed under this Contract, Consultant's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers,

officials, agents, employees, or volunteers is excess of Consultant's insurance and shall not contribute to it.

(3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by Consultant, except after 30 days prior written notice has been provided to County.

G. Waiver of Subrogation

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

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

H. Acceptability of Insurers

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

I. Verification of Coverage

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

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

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

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

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

**8. BEST EFFORTS**

Consultant warrants that Consultant will at all time faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to County's reasonable satisfaction.

**9. DEFAULT**

A. If Consultant defaults in Consultant's performance, County shall promptly notify Consultant in writing. If Consultant fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and Consultant fails to commence to cure the default within 30 days after notification, then Consultant's failure shall terminate this Contract.

B. If Consultant fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Consultant to County.

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

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

**10. INDEMNIFICATION**

A. Consultant will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Consultant's operations or from any persons directly or indirectly employed by, or acting as agent for, Consultant, excepting the sole negligence or willful misconduct of the County of

Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Consultant's services, as well as during the progress of rendering such services.

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

#### 11. INDEPENDENT CONTRACTOR

A. Consultant is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract 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.

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

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

D. Consultant shall indemnify and hold County harmless from any liability which County may incur because of Consultant's failure to pay such obligations.

E. As an independent contractor, Consultant is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Consultant to change Consultant's manner of doing business, but may require redirection of efforts to fulfill this Contract.

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

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

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

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

#### 12. RESPONSIBILITIES OF CONSULTANT

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

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

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

- (1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
- (2) Document all costs by maintaining complete and accurate records of all financial

transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

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

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

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

### **13. COMPLIANCE WITH LAW**

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

B. Consultant warrants that all Consultant claims for payment or reimbursement by County will comply with the applicable Office of Management and Budget Circulars, particularly with respect to 2 CFR Part 225 and 2 CFR Part 230, as currently enacted or as may be amended throughout the term of this Contract.

### **14. CONFIDENTIALITY**

A. Consultant shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

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

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

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

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

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

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

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

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

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

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

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

must receive all health and safety information and training.

**18. CHILD/ADULT ABUSE**

If services pursuant to this Contract will be provided to children and/or elder adults, Consultant warrants that Consultant is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

**19. INSPECTION**

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

**20. NONDISCRIMINATION**

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

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

**21. SUBCONTRACTOR AND ASSIGNMENT**

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

B. Consultant shall not subcontract any work under this Contract except for those subcontractors specifically named in Consultant's proposal nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

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

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

**22. UNFORESEEN CIRCUMSTANCES**

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

**23. OWNERSHIP OF DOCUMENTS**

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

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

**24. NOTICE**

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

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

**25. NONRENEWAL**

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

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

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

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

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

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

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

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

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

**27. CHANGES AND AMENDMENTS**

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

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

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

**28. CHOICE OF LAW**

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

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

Consultant warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection

of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

**30. WAIVER**

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

**31. CONFLICTS IN THE CONTRACT DOCUMENTS**

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

**32. FAITH BASED ORGANIZATIONS**

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

B. Consultant agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

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

**33. PRICING**

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

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

Consultant and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into their own contract with Consultant, as well as providing for their own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other government agency any documentation relating this Contract or its implementation. Any government agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by



other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Consultant.

**35. DISBARMENT OR SUSPENSION OF CONSULTANT**

A. Consultant warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Consultant being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

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

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

**36. EXECUTION IN COUNTERPARTS**

This Contract 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.

**37. LOCAL EMPLOYMENT POLICY**

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

**38. ENTIRE CONTRACT**

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



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	23	<b>Status:</b>	Closed Session
<b>Type:</b>	Closed Session	<b>Department:</b>	County Counsel
<b>File #:</b>	20-160	<b>Contact:</b>	Bernadette S. Curry, 784-6151
<b>Agenda date:</b>	02/25/2020	<b>Final Action:</b>	
<b>Title:</b>	Conference with Real Property Negotiators: Property: Mason Street Park and Ride, Vacaville, California; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, and Megan Greve, General Services Director; Negotiating parties: Mark Weaver, Deputy Director of Right of Way, Caltrans; Under negotiation: Price and terms		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Memorandum		

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

Public Hearing Required? Yes ☐ No ☒

## CLOSED SESSION MEMO

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

Property: Mason Street Park and Ride, Vacaville, California; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, and Megan Greve, General Services Director; Negotiating parties: Mark Weaver, Deputy Director of Right of Way, Caltrans; Under negotiation: Price and terms

- C. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
  - a.
- D. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (GC § 54956.9)
  - a. Significant exposure to litigation pursuant to GC § 54956.9 (b):
  - b. Initiation of litigation pursuant to GC § 54956.9(c):
- E. LIABILITY CLAIMS-JOINT POWERS AUTHORITY (GC § 54956.95)
  - a. Claimant:\_\_\_\_\_
  - b. Agency against whom claim filed:\_\_\_\_\_
- F. THREAT TO PUBLIC SERVICES OR FACILITIES (GC § 54957)
  - a. Consultation with:\_\_\_\_\_
- G. PUBLIC EMPLOYEE APPOINTMENT
  - a. Title:
- H. PUBLIC EMPLOYMENT (GC § 54957)
  - a. Title:
- I. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC § 54957)
  - a. Title:
- J. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (GC § 54957)
  - a. No information required
- K. CONFERENCE WITH LABOR NEGOTIATORS (GC § 54957.6)
- 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

<b>Agenda #:</b>	24	<b>Status:</b>	Regular Calendar
<b>Type:</b>	Report	<b>Department:</b>	Resource Management
<b>File #:</b>	20-145	<b>Contact:</b>	Bill Emlen, 784-6765
<b>Agenda date:</b>	02/25/2020	<b>Final Action:</b>	
<b>Title:</b>	Receive an update and provide direction to staff on next steps for the plan and strategy for formation of a Dependent Regional Park and Open Space District to be placed on the November 2020 ballot; and Provide direction to staff to proceed with public outreach, a community survey and to bring back a status update and final recommendations to the Board in late May or early June		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - BOS Minutes November 19, 2019 Item 32		

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

### **DEPARTMENTAL RECOMMENDATION:**

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

1. Receive an update and provide direction to staff on next steps for the plan and strategy for formation of a Dependent Regional Park and Open Space District to be placed on the November 2020 ballot; and
2. Provide direction to staff to proceed with public outreach, a community survey and to bring back a status update and final recommendations to the Board in late May or early June.

### **SUMMARY:**

On November 19, 2019, the Board accepted an Initial Draft Administrative and Financing Plan (Plan) as a baseline for further discussion and outreach towards formation of a Dependent Regional Park and Open Space District (District) in Solano County. Minutes from that meeting are attached. Staff and the Board were clear that the Plan would be subject to further change and evolution as input is received on the nature and scope of the proposed District. The Board provided direction to continue to move forward with the District formation process but there was not a consensus to move forward on an accompanying revenue measure. The Board directed staff to continue to work with community partners on this effort with the potential that the formation measure be placed on the November 2020 ballot. Whether such action is ultimately taken by the Board will be the progress and feedback received in conjunction with public outreach over the next few months. A final decision must be made by late June of this year.

During the November 19 discussion, the Board also asked that staff return with a strategy and plan for moving this process forward. This report has been prepared in response to that direction and summarizes steps

being taken to move the process forward.

### **FINANCIAL IMPACT:**

The costs for preparing this report are covered by the FY2019/20 Resource Management General Fund budget including \$100,000 for surveys/studies necessary to further the District formation process .

### **DISCUSSION:**

Significant work has already been conducted over the past few years regarding the prospect of forming a new District. A telephone survey and stakeholder interviews conducted in 2016 indicated support in the community for formation of a District with varying levels of support for an accompanying revenue measure. The County's efforts to pass special legislation (SB-365 sponsored by Senator Dodd) to allow for formation of a Dependent District included significant outreach to all cities in the County. Support letters or resolutions were obtained from most of the cities and no opposition was received. The cities support was specific to the special legislation and there was acknowledgement that further dialogue with the cities would be necessary before the details of a formation measure was placed on the ballot.

The Board's action on November 19, 2019 to accept the Initial Draft of the Administrative and Financing Plan (Plan) provides a baseline for further outreach with the public and various groups interested in the potential District and formation process. The Plan was prepared pursuant to provisions in SB 365 requiring a financing and feasibility study in conjunction with the formation documents presented to the voters.

The Plan included an analysis of a baseline scenario in which the Dependent District would be formed utilizing existing County Park staff to provide services to the newly formed District under a contract between the entities. Revenues currently supporting the County's Parks program would be utilized to cover the costs of these services. The Plan also includes two additional scenarios for funding from revenue measures of \$10 or \$19 respectively and articulates anticipated potential increases in Ranger services, public access and capital improvement projects that might be achievable at these funding levels. A key finding was that that District formation was feasible even if only under the baseline scenario with no supplemental revenue measure. It is acknowledged in the Plan that the initial service capabilities of the new district would be more limited under this scenario but does provide a springboard for evolution of a District.

Based on the Board direction of November 19, staff has been focusing on the baseline scenario moving forward towards a November 2020 ballot measure for formation of the District with any supplemental funding measure likely brought forward at some future date. Staff is exploring other funding opportunities through grants and other partnerships that would allow the District to further its primary purpose which is to expand public access to the plethora of open spaces and trail system opportunities in Solano County. As this process continues the Board is not precluded from revisiting the funding measure question for November 2020 but it is recognized as reflected in the November 19 discussion that there are multiple priorities under consideration including funding for rural fire prevention. Pragmatically, additional time and outreach to the public would likely be needed for any funding measure requiring a 2/3 vote for passage. The timeframe for public outreach on a District formation measure placed on the November 2020 is more realistic as it has the lower majority vote passage threshold.

It is expected that there will be multiple efforts moving forward. County staff and the Regional Park Committee will focus on working with a consultant team on a public survey and public information regarding formation of a Dependent District and what that means to the community. Staff is currently engaged in discussions with potential firms to provide these services and it is expected that one will be under contract by March 1. The public survey would augment the information gathered in the 2016 survey and should provide useful trend information on the level of community support for a regional district. We are also discussing with the

consultant the merits and effectiveness of gathering information on other issues such as public perception and level of support for rural fire prevention as part of the survey questions. We hope to have results of the survey available well in advance of any final Board deliberation regarding placement of a formation measure on the November 2020 ballot. The proposed sequence would bring the results of the survey and public outreach feedback to a Board meeting in late May or early June and depending on direction, a follow up meeting in late June for consideration of formal actions to place a measure on the November 2020 ballot.

In addition to working with the consultant team on a public survey and outreach, staff is proposing to work with the Board Regional Parks Committee to conduct further outreach with the cities building upon dialogue started during the SB 365 process. Staff has already had some exploratory discussions with the City of Vallejo regarding the Mare Island preserve and has met with a City Council subcommittee with the City of Suisun City. Outreach with the cities will intensify in the next three months. Feedback from these efforts will be important to the Boards assessment of feasibility for the November 2020 election and will be part of the report back to the Board in late May or early June.

Staff has also been in contact with individuals and groups and that are interested in advocating for formation of a District. This is clearly separate from the County efforts. Solano Land Trust is one of the groups that is interested in the development of a citizen-based committee. It is expected that these groups will also be involved in community meetings. A larger role for community groups in terms of the process going forward was acknowledged by the Board as part of their actions on November 19. Ultimately, the Board decision to place the measure on the ballot will be at the Board's discretion.

#### **ALTERNATIVES:**

The Board could direct staff to not pursue placement of a District formation measure on the November 2020 ballot or in the future. Such action is not recommended at this time as significant resources have been allocated to evaluating district formation over the past few years and the next steps in community outreach could provide the Board with necessary information to determine whether or not to proceed with a ballot measure.

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

The County Counsel's office has been consulted in preparation of this report. At various times, the Solano Land Trust, the County's Parks and Recreation Commission and Solano Open Space have provided input on the District formation process.

#### **CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**

**32      19-892**

Receive a report from the Board's Regional Park Committee regarding the status of the process to form a Regional Parks and Open Space District pursuant to SB 365; Consider and accept the Administrative and Financing Plan (Plan) as the Initial Draft for the proposed district that may be updated from time to time as deemed necessary through ongoing public outreach and Board direction; and Provide direction to staff regarding options for next steps towards the formation of a Countywide Dependent Regional Parks and Open Space District including a) consideration of public outreach options, b) timing consideration and options for a potential ballot measure formally establishing district formation for voter consideration for a potential ballot, and c) consideration and timing for placement of potential revenue measure on a voter ballot

Supervisor Vasquez provided information on the history of efforts to create parks in the County and on recent meetings with state legislators concerning legislation on the matter. He advised that he felt it was too early to go to the voters in 2020 with a ballot measure and suggested to instead look at setting priorities in January given the recent losses of positions across the department. He noted that he would like to work on the reorganization of the fire districts, to look at compliance of Williamson Act contracts, and other things such as working on hemp, housing issues, economic development, etc. He recommended that the Board accept the recommendation to approve the Administrative and Financial Plan (Plan) today and to wait on the rest due to more work needing to be done to address concerns by property owners and residents.

Chairwoman Hannigan commented on protection of green spaces throughout the County and being able to access the open space. She noted that parks could be learning environments and gathering places and that she had been enjoying the County parks her whole life. She then commented on the map of parks, noting that the map was already out there and that conversations were already taking place about the parks with the cities. She advised that she did not feel that an annual parcel tax of \$19 was too much to ask for this asset and noted that Solano County was one of the only counties in the Bay Area that did not have a regional park system. She commented on benefits to property owners having a park system in their neighborhood and recommended that the Board accept the Plan and move forward on efforts to create a regional park system. She advised that staff and community agencies could get together and conduct a collaborative effort on this effort.

In response to a question from Supervisor Spering, Mr. Emlen advised that the County could not campaign on behalf of a measure and noted that there was a process for someone else to lead this effort.

Supervisor Spering commented that there needed to be an advocacy group that handled the work needing to be done. He then commented on other issues that also needed to be worked on.

Mr. Emlen noted that the Board was required to take certain actions per state law.

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

- A) Dan Smith, Chair of the Solano Open Space Citizen's Committee, commented in support of a regional park district, noting that the committee was willing to take a role in public outreach for the district.

- B) Amanda Brown Stevens, Executive Director of the Greenbelt Alliance, commented in support of a regional park district, noting that she was willing to partner with the County on the efforts.
- C) Bob Berman, representing the Solano County Orderly Growth Committee, commented in support of a regional park district and of formation of a broad based committee to work on efforts, suggested that the County Parks & Recreation Commission hold city meetings to get public input, that there be voter polling conducted on the matter and that formation and funding be placed on separate ballots.

In response to questions from Supervisor Vasquez, Mr. Emlen advised that work already done by the consultants had been budgeted for previously and that this year's budget contained funding of \$100,000 for potential work that needed to be done. He noted that the conversation had not taken place yet regarding any recouping of these costs for the County.

- D) Nichole Braddock, Executive Director of the Solano Land Trust, commented in support of a regional park district, on importance of land to larger community needs, on provision of mental health and wellness activities for children participating in field trips to parks, on support of children in thinking about STEM careers, working with the Solano County Office of Education on wellness centers, access to nature reducing adverse childhood experiences, and noted that a lot of thought and on effort was being put into the support for a regional park district.
- E) George Guynn, Jr., Suisun City, commented in support of delaying efforts to form a regional park district, on financing of the district by a separate entity, on other priorities that he felt needed to be addressed and against increasing property taxes.
- F) Carole Paterson, Solano Land Trust Board member, commented in support of a regional park district and on benefits of outdoor camps to children.
- G) Sue Frost, Solano Land Trust Board Vice-President, commented in support of a regional park district and on the benefits of outdoor learning for children.

Supervisor Brown commented in support of Consideration Item #1 and agreed with Mr. Berman that the County may not be ready until the ballot in November 2022. She advised that she did not want to lose focus on having funds for busses to transport students to the parks and commented on the importance of the parks as a positive experience for kids.

Supervisor Thomson commented that parks providing an enhancement to neighborhoods only applied to those neighborhoods close to the parks and didn't apply to those properties far away. He then commented on the number of current assessments on properties and the need to consider how the taxpayer is going to pay for more taxes. He advised that he was not convinced that the way things were going was the right way to roll out a potential park district. He then noted that he felt that the Land Trust was doing a wonderful job of acquiring property but not maintaining them. He recommended that there be more thought be put into how the property assessments would be fair across the board.

Mr. Emlen provided information on discussions by the Board's subcommittee on how the parcel tax could be tiered, noting that the structure would need to be looked at in-depth if this matter moved forward.



Chairwoman Hannigan noted that the subcommittee discussions had included looking at different types of properties and not just single residences.

Supervisor Vasquez commented on his history of supporting parks and noted that this was about taking care of priorities. He commented on the commitment of staff time and expenditures that would hit the General Fund to make these things happen and advised that he would like everything in place before going out to talk to the public. He noted that there were a lot of questions that still needed to be analyzed and that there were other priorities that needed to be addressed besides a park district.

Chairwoman Hannigan recommended accepting the Plan and directing staff to work with interested community partners to develop a path forward and to work on outreach and education on what the park district would mean for Solano County.

Supervisor Spering advised that the recommendation was too broad for him to support. He advised that he was in support of placing the formation of a district on the ballot as a first step and that a parcel tax would be too controversial at this time.

Chairwoman Hannigan noted that the timeline of next steps covered this and that she could accept the recommendation to pursue only the formation of the district.

Supervisor Spering advised that he would second this motion if it was only for the formation of the district.

In response to a question from Chairwoman Hannigan, Supervisor Spering noted that he wanted to focus on the formation of the district and not talk about the parcel tax portion yet.

Supervisor Brown asked for clarification of the motion, noting that the Chairwoman's motion was to continue to pursue the formation of an independent district and that work be done to gauge the public and towards the formation of the district.

Supervisor Thomson advised that the fire districts could be competing on the same ballot in November 2020.

Supervisor Spering noted that he wanted to separate the parcel tax out from the formation.

Supervisor Thomson advised that he was in support of moving forward, but not about talking any dollars or cents yet.

Supervisor Vasquez clarified that the Board would be directing staff to do the work to create the ballot measure to create the district.

Mr. Emlen asked if the Board would be comfortable about the department hiring someone to help with polling and other efforts.

Supervisor Spering advised that staff should come back with a proposal, strategy and plan on how to move this forward with community partners to get it on the ballot for November 2020.

Supervisor Vasquez advised that staff would come back for more direction and that the Board should vote separately on whether to accept the Plan and whether to direct staff to work on a plan to move things forward.

**On motion of Chairwoman Hannigan, seconded by Supervisor Spering, the Board received a report from the Board's Regional Park Committee regarding the status of the process to form a Regional Parks and Open Space District pursuant to SB 365; Accepted the Administrative and Financing Plan (Plan) as the Initial Draft for the proposed district that may be updated from time to time as deemed necessary through ongoing public outreach and Board direction; and Provide direction to staff to work with**

**local community partners to bring back a proposal or plan for next steps towards the formation of a Countywide Dependent Regional Parks and Open Space District. So ordered by 5-0 vote.**



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	25	<b>Status:</b>	Regular Calendar
<b>Type:</b>	Report	<b>Department:</b>	Resource Management
<b>File #:</b>	20-146	<b>Contact:</b>	Bill Emlen, 784-6062
<b>Agenda date:</b>	02/25/2020	<b>Final Action:</b>	
<b>Title:</b>	Receive a staff presentation on regulatory options for addressing industrial hemp in Solano County; Provide feedback to staff on options to be considered; and Provide direction to staff on public outreach including consideration of formation of a task force, targeted outreach meetings, or other outreach options		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - State and National Regulation of Industrial Hemp, B - Hemp Decision Matrix, C - Hemp Legal Status in Other Counties, D - Map of locations on A-80 & A-160 Zoning Districts, E - 1, 3 & 5 Mile Radius Separation Concept From City Limits, F - 1, 3 & 5 Mile Separation Concept From City Spheres		

Date:	Ver.	Action By:	Action:	Result:
Published Notice Required?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Public Hearing Required?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

### DEPARTMENTAL RECOMMENDATION:

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

1. Receive a staff presentation on regulatory options for addressing industrial hemp in Solano County;
2. Provide feedback to staff on options to be considered; and
3. Provide direction to staff on public outreach including consideration of formation of a task force, targeted outreach meetings, or other outreach options.

### SUMMARY:

On November 5, 2019, in response to resident and law enforcement concerns about existing hemp cultivation sites in the County, the Board adopted an emergency interim ordinance imposing a 45-day moratorium on the cultivation and processing of industrial hemp in Solano County. On December 10, 2019, the Board extended that emergency moratorium for an additional 10 months and 15 days. Without further action by the Board, the moratorium will expire on November 5, 2020. On December 10th, the Board directed staff to bring back options for the Board to consider regarding potential regulation of industrial hemp. Options under consideration are summarized below and in the attached Decision Matrix. At the February 4, 2020 Board meeting, Supervisor Thomson, under Board member comments, asked that the Board consider forming a Task Force to explore the hemp issue, conduct outreach and provide recommendations. Public outreach approaches including Supervisor Thomson's suggestion are reviewed in the Discussion section.

### FINANCIAL IMPACT:

The costs associated with preparing the agenda item are included in the Resource Management Department's FY2019/20 2910 Adopted Budget. Should industrial hemp regulations ultimately be adopted, a fee structure would need to be considered to cover the regulatory costs.

### **DISCUSSION:**

The regulation of industrial Hemp is an emerging issue in the State. The attachment "State and National Hemp Regulations" provides further background on legal and legislative factors affecting this discussion. Many counties are in a similar mode as Solano County and are just beginning to explore the range of options available. A few counties are beginning to bring forward specific ordinances regarding hemp cultivation and processing. A summary of "Hemp Legal Status in California Counties" is attached. Provided below is a summary of options being evaluated by staff.

#### Option 1 - Permanently ban cultivation and processing of hemp:

This option would require an ordinance permanently banning the cultivation and/or processing of industrial hemp in the unincorporated areas of Solano County. The authority to do so derives from Article XI, section 7 of the California Constitution, which confers authority upon counties to make and enforce local, police, sanitary and other ordinances and regulations not in conflict with general laws. This is commonly known as the "police power," and is the source of the county's regulatory authority to protect public health, safety and welfare. If adopted, this ordinance could be altered by the Board of Supervisors in the future, including to align with regulations later adopted by the State or to conform with best practices developed by other jurisdictions as they develop and implement their hemp regulations.

#### Option 2 - Allow cultivation and processing of hemp with no local regulation:

Under this option, the County could terminate the moratorium early or allow it to expire on its own terms and thereafter impose no regulations on cultivation or processing of hemp. Cultivation and processing would only be subject to the regulations adopted by the State.

#### Option 3 - Allow and locally regulate cultivation and processing of hemp:

This option would require the Board to adopt an ordinance regulating the cultivation and/or processing of industrial hemp. A general list of options that staff has explored is attached.

Staff has been assessing locational standards that would address the interface issues caused by proximity to residential and other uses. In general the focus has been on provisions that would limit hemp activities to less populated portions of the County, primarily east of Highway 113 in areas zoned Exclusive Agriculture with minimum lot sizes of 80 and 160 acres. Also under consideration are separation requirements from the edge of city limits or sphere of influence lines. One, three and five mile radius separation requirements are being modeled. We are also evaluating whether such standards can be tiered based on the size and nature of an individual hemp operation. For example, could a hemp operation of a smaller size or contained fully within an enclosed building or buildings be allowed under a lesser separation standard than larger outside field cultivation activities? Maps depicting the locations of A-80 and A-80 zoning districts and the 1, 3 and 5 mile radius maps illustrating possible separation requirements from city/sphere boundaries are attached.

Even with broad standards establishing separation requirements and limiting hemp operations to agriculturally zoned areas with larger minimum lot sizes, there are variables in specific locations that may need to be addressed. As part of any regulatory package addressing hemp, staff is considering the value of requiring a Use Permit for any hemp activity. A Use Permit would allow for consideration of factors that broad locational

and operational standards may not fully capture. For example, even if a proposal for a hemp operation were in an agricultural area with large parcel sizes, there could be residential uses in the vicinity that that could be impacted. A Use Permit would provide the County with discretion to determine if such a site was suitable for a hemp related use, and if so, if additional conditions were necessary to assure compatibility.

At this point, it would be helpful to start focusing the list of initial options under consideration to help facilitate public outreach to follow. With additional outreach options can morph and evolve but it is helpful to highlight certain options to facilitate discussion. Below are the areas staff would suggest as a good starting point. This would not preclude an outright ban if the process so warrants but to further the discussion and determine if standards can be put in place short of a permanent ban the following areas are suggested for further discussion.

- Require a Use Permit for any hemp related activity.
- Establish broad separation requirements measured from the edge of City Sphere of Influence lines or city limits pending further evaluation.
- Limit hemp related activities to the A-80 and A-160 zone districts
- Consider tiering separation requirements based on nature and size of a hemp related use.
- Consider an additional separation requirement from individual residential uses on nearby properties in the vicinity of the proposed hemp use. This could be evaluated under a Use Permit application.
- Establish fencing and signage requirements.
- Any other of the items list in the Options attachment that the Board would like to see further considered.
- Require a security plan.
- Prohibit on site processing/drying unless within an enclosed building.
- Require a bond or security payment to cover potential County abatement costs.

Public outreach: If the Board directs staff to develop an ordinance regulating industrial hemp, it may wish to consider directing outreach to various groups such as the Agricultural Advisory Committee, the Farm Bureau, seed companies/researchers, residents and industry representatives.

Board direction on the method of outreach would be helpful at this point. Supervisor Thomson has suggested a Task Force represented by two Board members, local residents and representative from the hemp industry to conduct outreach and develop recommendations. Such a Task Force can provide a good framework for comprehensive information gathering but will take time.

A variation on this approach was used by the Board on the cannabis issue. A Board Committee was established and outreach was conducted including visits to various facilities. Staff also conducted several informational meeting at various County locations to seek resident input. This process also took time but was useful in gauging community views on the cannabis issue.

The hemp issue is similar to cannabis but may not be as expansive. An alternative would be for the Board to direct staff to conduct one or more outreach meetings as deemed necessary and factor input from those meetings in to work that is already underway. This would likely be a shorter process.

Regardless of the public outreach option chosen and the provisions to be included in a permanent ordinance, staff does not anticipate that a permanent ordinance can be brought forward quick enough to allow planting for this growing season. If the Board is interested in addressing grower's needs for this season, the one approach that might facilitate timely planting would be to modify the Interim Urgency Ordinance to allow growers to file for Conditional Use Permits for this growing season and allow consideration of proposals on a case by case basis. Even that approach could be time constrained as it typically takes several months to process a Use Permit on top of the time it would take to publish a notice and bring forward a change to the

Interim Urgency Ordinance.

In terms of a permanent ordinance, there are factors at play that may make it prudent to not move too quickly with a permanent ordinance. Most notably, we are anticipating changes with State regulations regarding hemp in the coming months that could affect Agriculture Department operations and their permitting procedures. Also, the State is attempting to reconcile their rules with Federal requirements.

**ALTERNATIVES:**

A range of options are discussed in this report. The Board could direct staff to either allow industrial hemp without added regulation or to establish a permanent ban. Such actions are not recommended at this time as the County continues to review legal and legislative factors and determine the best approach for addressing hemp in Solano County.

**OTHER AGENCY INVOLVEMENT:**

The County Counsel's office has participated in preparation of this report.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

## State and National Regulation of Industrial Hemp

“Industrial Hemp” is a plant belonging to the plant genus *cannabis* which has no more than three-tenths of 1% tetrahydrocannabinol (THC) and high levels of the cannabinoid CBD. The uses of CBD's have been reported to successfully treat people with arthritis, chronic pain, and epilepsy. Despite industrial hemp having no psychoactive effects, in 1970 the Federal Controlled Substances Act banned cultivation of industrial hemp by classifying all marijuana varieties as a Schedule 1 drug.

The California Industrial Hemp Farming Act in 2013 (Senate Bill 566) authorized the commercial production of industrial hemp and established the general requirements for registration, testing and sampling. The law was contingent upon the passage of federal laws allowing industrial hemp production.

The Federal 2014 Farm Bill allowed established agricultural research institutions (EARI's) to cultivate industrial hemp for purposes of agricultural or academic research provided that the cultivation of industrial hemp was allowed under state law. Hemp remained classified as a Schedule 1 drug under the Federal Controlled Substance Act.

The passage of Proposition 64 in California (the Control, Regulate and Tax Adult Use of Marijuana Act) in 2016 formally amended state law to remove the contingent federal provisions of SB 566 and made the industrial hemp provisions of SB 566 effective January 1, 2017.

California Senate Bill 1409 went into effect on January 1, 2019. This bill expanded the industrial hemp cultivation provisions and regulations of state law. Under SB 1409, all growers of industrial hemp must register with the local county agricultural commissioner prior to cultivation.

The Federal 2018 Farm Bill allowed industrial hemp to be grown not just by EARI's but by commercial businesses and removed industrial hemp as a Schedule 1 drug.

Although the 2018 Farm Bill allows industrial hemp production, there are still a number of federal and state issues that still must be addressed. While industrial hemp has been removed as a Schedule I drug, the 2018 Farm Bill states that it does not “affect or modify the Federal Food, Drug, and Cosmetic Act . . . [or] the authority of the Commissioner of Food and Drugs and the Secretary of Health and Human Services.” The U.S. Food and Drug Administration (“FDA”) has taken the position that cannabinoids, including CBD, are impermissible for use in food and dietary supplements. This determination greatly restricts access to those consumer markets.

The 2018 Farm Bill also allows states to regulate industrial hemp production. However, states must submit their regulatory plans to the USDA for approval prior to becoming effective. These state plans must be developed to meet the minimum federal standards and include information concerning the location of hemp production, testing for THC concentration, disposal of non-compliant plants, enforcement provisions, and law enforcement coordination.

The 2018 Federal Farm Bill directed USDA to establish a national regulatory framework for hemp production. However, USDA did not provide guidance to states until October 2019 when it released an interim rule, outlining requirements for the uniform regulation industrial hemp programs. Because of this delay, CDFA and county agricultural commissioners have been operating California's industrial hemp program under emergency regulations since June 2019. USDA's interim rule is in effect until November 1, 2021. The initial comment period on the

rule closed on January 29, 2020. The rule as drafted presents several inconsistencies with California's current hemp regulations including:

- California regulation allows for 30 days to complete harvesting after THC sample testing; the USDA interim rule requires harvesting to be completed within 15 days of sample collection. The interim rule also significantly increases the number of plant samples to be collected for THC testing which will require more Agriculture Department staff time.
- The interim rule requires testing laboratories to be registered with the DEA; only 7 labs in California are currently registered with the DEA, which will be unlikely to handle harvest volume from over 600 registered hemp producers in the state.
- California regulation allows County Agricultural Commissioners to determine acceptable methods for crop destruction; the USDA interim rule requires non-compliant crops be disposed of in accordance with the Controlled Substance Act by DEA-registered reverse distributors. Currently, there are only 3 reverse distributors in California, none of which are equipped to handle destruction of large acreages of industrial hemp. This restriction limits local control and decision-making which will burden Agricultural Commissioner and Sheriff resources.

At the state level, there are other issues that have yet to be resolved. Regulations pertaining to cultivation, testing, disposal, manufacturing, etc. need to be developed by the State, which will take additional time. Food products derived from industrial hemp are under the jurisdiction of the California Department of Public Health (CDPH) - Food and Drug Branch (FDB). However, the FDB will not allow any CBD products in any food product or in dietary supplements. Finally, there is currently no state regulatory agency that provides oversight for the production of CBD oil from industrial hemp.

CDFA has not yet submitted a proposed state regulatory plan to the U.S. Department of Agriculture (USDA) for review and approval but is in the process of preparing a plan for submission. According to the U.S. Department of Agriculture (USDA) Hemp webpage, hemp growers are not subject to the cultivation requirements outlined in the federal interim final rule if a state has an approved regulatory plan or is in the process of developing a regulatory plan. California is in the process of developing a state plan, and thus, California hemp growers are not currently subject to the federal interim rule.

California's industrial hemp law can be found in Division 24 of the California Food and Agricultural Code. So far, CDFA has only adopted permanent regulations pertaining to registration fees and the list of approved cultivars. CDFA has adopted emergency regulations pertaining to sampling and testing for THC content, harvest, and destruction through emergency rulemaking. Those emergency regulations took effect on June 10, 2019 and were readopted on December 10, 2019 for an additional 90 days.

CDFA has proposed to permanently adopt regulations pertaining to industrial hemp planting, sampling and testing for THC content, harvest, and destruction. The written comment period for the proposed regulations closed on December 2, 2019.

As CDFA develops a state regulatory plan to be submitted to the U.S. Department of Agriculture (USDA) in compliance with the 2018 Farm Bill, amendments to the current regulations and new regulations will be required.



Further regulations pertaining to cultivation will be developed with consideration of recommendations from the Industrial Hemp Advisory Board and promulgated through the regular rulemaking process in accordance with the California Administrative Procedure Act.

Senate Bill (SB) 153 took effect on January 1, 2020 and requires CDFA to develop and submit a state plan to the United States Secretary of Agriculture by May 1, 2020. The USDA will have 60 days to approve or deny that plan, which can be resubmitted if changes are required. SB 153 is intended to conform California hemp law to the requirements for a state plan under the 2018 Farm Bill.

## Hemp Decision Matrix

Issue	Staff Recommendation	Option(s)
<b><u>Cultivation</u></b>		
Allow cultivation of industrial hemp?	<input checked="" type="checkbox"/> Yes, subject to local regulations	<input type="checkbox"/> Allow with state regulations only <input type="checkbox"/> Allow with state <u>and</u> local regulations <input type="checkbox"/> Ban
Require conditional use permit (CUP)?	<input checked="" type="checkbox"/> Yes. Allows conditions and discretionary decision making	<input type="checkbox"/> Require CUP <input type="checkbox"/> Require state registration only <input type="checkbox"/> Require local license/registration
Impose conditions and standards?	<input checked="" type="checkbox"/> Yes, subject to: <ul style="list-style-type: none"> <li>• CUP</li> <li>• 3 mile setbacks from city spheres of influence</li> <li>• Security plan/standards</li> <li>• Limit to A-80 and A-160 zones</li> <li>• Enforcement and abatement provisions</li> <li>• Bond/deposit</li> <li>• Signage</li> </ul>	<input type="checkbox"/> Zoning restrictions <input type="checkbox"/> Setbacks From? Distances? <input type="checkbox"/> Require cultivation to be enclosed/indoors <input type="checkbox"/> Security plan and/or fencing <input type="checkbox"/> Maximum acreage (per site, total in County) <input type="checkbox"/> Maximum # of CUPs issued <input type="checkbox"/> Geographical limits <input type="checkbox"/> Parcel size minimums <input type="checkbox"/> Limit to seed/nursery production <input type="checkbox"/> Odor mitigation <input type="checkbox"/> Other:
<b><u>Processing</u></b>		
Allow processing of industrial hemp?	<input checked="" type="checkbox"/> Yes, subject to same conditions as cultivation	<input type="checkbox"/> Prohibit processing <input type="checkbox"/> Allow processing, subject to specific standards and conditions <input type="checkbox"/> Allow processing, subject to CUP <input type="checkbox"/> Other:

## Hemp Legal Status in California Counties

### **Moratorium**

Placer, Tuolumne, Calaveras, Tulare, Tehama, Mendocino, Nevada, Amador, Santa Clara, Yolo (Yolo allows indoor seed breeding and nursery stock only), Sonoma, Mariposa, San Luis Obispo, Shasta, Siskiyou, Modoc, Trinity, Sacramento, Napa, Yuba, Glenn

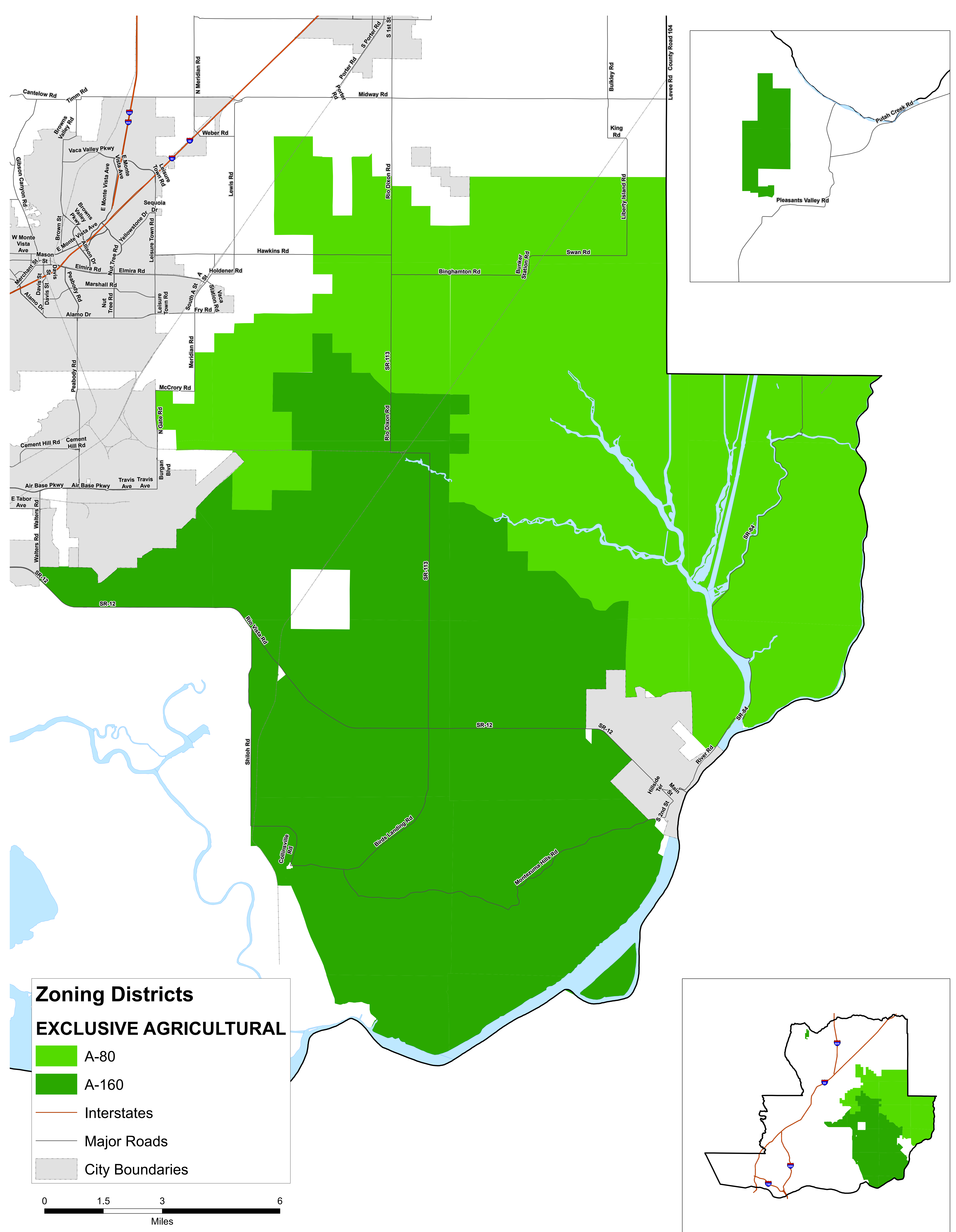
### **No current moratorium or local regulations**

Riverside, Del Norte, Sierra, Marin, Mono, San Mateo, Santa Barbara, San Bernardino, Los Angeles, San Diego, Imperial, Santa Cruz, Fresno, Butte, Sutter, El Dorado, Alpine, Contra Costa, Alameda, Lake

### **Local regulations on hemp**

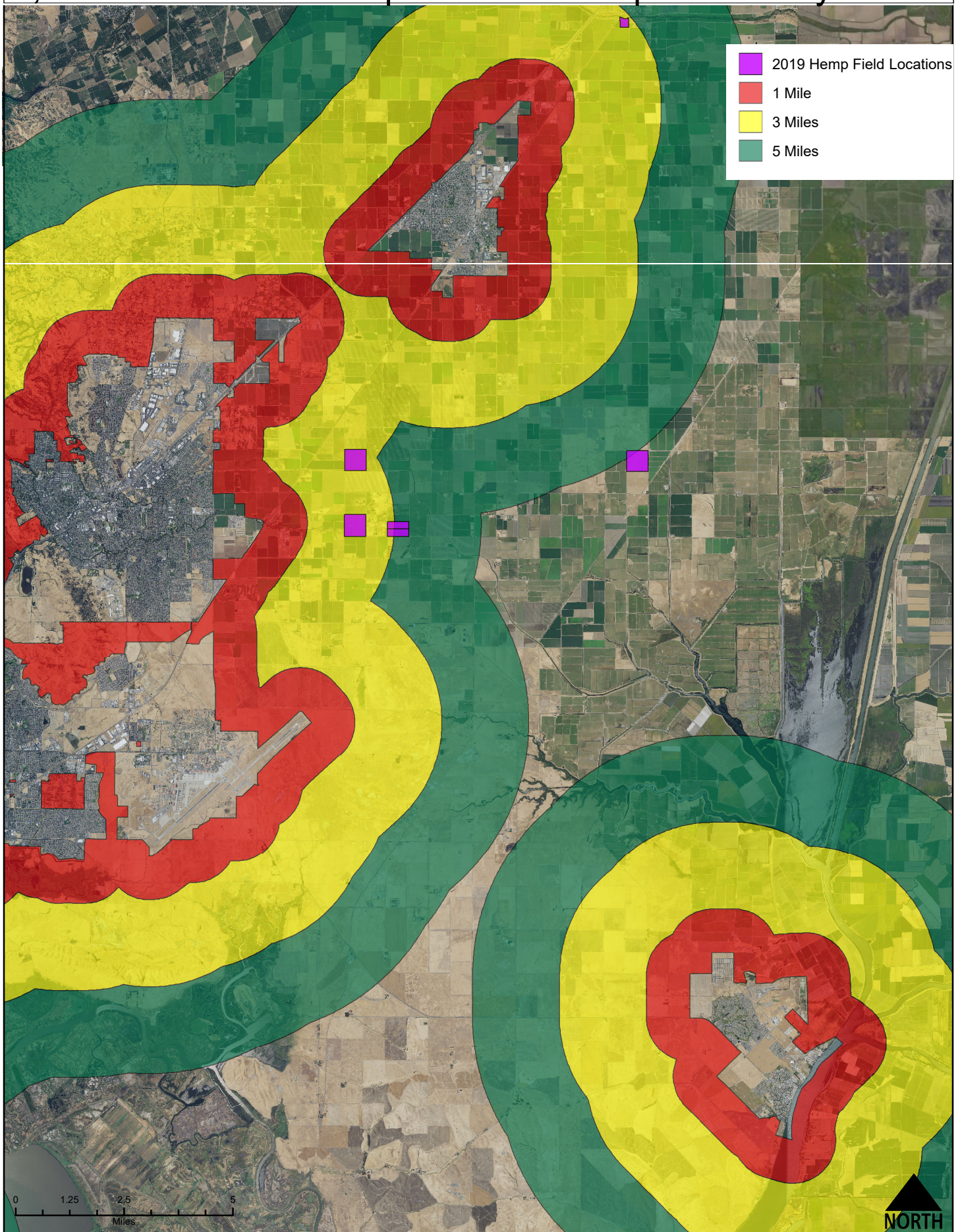
- **Inyo** – requires a conditional use permit, subject to odor, noise, pollen escape and visual resource mitigation requirements and must be three hundred feet from all parcel lot lines.
- **Colusa** – One-year revocable hemp licenses. Limited to specified zones with 1.5-mile setback from cities and residentially zoned property. Requires an odor management plan detailing how any odor will be neutralized so as not to be detectable on an adjoining property. Graduated setback from off-site residences as follows: 500 foot setback for less than 10 acres cultivated, 750 foot setback for 10-20 acres of cultivated area and 1,000 setback for 20 acres or more of cultivated area. Must have landowner consent, an approved security plan, signage and a \$2,500 deposit to cover time to process license applications and any Sheriff time to respond to calls.
- **Ventura** – cultivation is banned within one-half mile of specified uses: (i) any land within a city zoned for residential use, (ii) any existing residential community in the unincorporated area of Ventura County or (iii) any school. (Items (ii) and (iii) are further defined as, respectively, “any area designated as ‘urban,’ ‘existing community’ or ‘existing community-urban reserve’ on the Ventura County General Plan land use maps” and “any licensed day care center, public and private schools, colleges and universities.”)
- **Kern** – requires a “hemp permit” issued by the County, but not a conditional use permit. Must have landowner consent, be located on agriculturally zoned land, provide a deposit sufficient to cover the cost of crop destruction and pay fees to cover all county costs. Cultivation for research or educational purposes is limited to one acre. Cultivation sites that abut residentially zoned parcels with a residence must have a 100 foot agricultural buffer. Permit holders must allow inspections by the Sheriff’s Office and county staff.
- **Monterey** - cultivation must be located in a zone where the commercial cultivation of cannabis is allowed and cultivation must occur inside a legally established greenhouse or building. Must obtain an administrative permit in the inland zone and a coastal development permit in the coastal zone.

- **San Joaquin** – requires a one-year, revocable license issued by the county. Must have landowner consent and grow on land zoned general agriculture. Must minimize impacts, including odor and pollen drift, to surrounding areas. Setbacks include: 100 feet from parcel boundary line, 1,000 feet from a sensitive receptor and, 200 feet from a residence or residential uses. Indoor cultivation limited to transplants or seed production, with lesser setbacks. Signage and fees are required.
- **Merced** – requires a county-issued one-year license and landowner consent. Minimum parcel size is 20 acres and must be located in general agriculture zoning district. Must submit a bond in an amount sufficient to cover crop abatement. Must minimize odor to surrounding areas. Setbacks include: 200 feet from boundary line of parcel, 1,000 feet from sensitive receptor (hospitals, schools parks) and 200 feet from a residence. Indoor cultivation is limited to transplants, with lesser setbacks. Signage and fees required.
- **Lassen** - limited to legal parcels nineteen acres in size or larger, subject to site visits and crop and/or product testing on six hours notice by county staff and must be 150 yards from any residence not in common ownership with the parcel upon which the cultivation is occurring.
- **Stanislaus** – implemented a pilot program that requires a county-issued license to cultivate and all applications had to be submitted by July 18, 2019. Parcels must be a minimum of 10 acres in size, located in the general agricultural zoning district but outside of a LAFCO Sphere of Influence or Urban Transition General Plan designation of a city. May only cultivate a cumulative total of twelve acres of land.
- **Kings** – requires a county-issued permit, but not a conditional use permit. Must have landowner consent, be located in general agricultural zone districts, be one-half mile from a sensitive receptor (church, child daycare, school, youth-oriented facility, residential zone districts) and must be located outside a LAFCO Sphere of Influence. On-site processing prohibited. All permits expire December 31, 2020.





# 1,3 & 5 Mile Radius Separation Concept From City Limits





# 1,3 & 5 Mile Separation Concept From City Spheres

