



CALL AND NOTICE OF SPECIAL MEETING AT 7:00 PM OF THE VALLEJO CITY COUNCIL

MARCH 18, 2025

COUNCIL MEMBERS

Andrea Sorce (Mayor)
Peter Bregenzer (Vice-Mayor)
Helen-Marie Gordon
Tonia Lediju, PhD
Alexander Matias
Diosdado "JR" Matulac
Charles Palmares

HYBRID MEETING
www.Cityofvallejo.net

Council Chambers
555 Santa Clara Street
Vallejo, CA 94590

NOTICE: Members of the Public will be able to participate in-person or remotely via Zoom	City Hall and the Council Chambers will be open to members of the public 30 minutes prior to the start of the meeting.
PUBLIC COMMENT: Members of the Public may provide public comments during the City Council Meeting in person or via ZOOM (https://ZoomRegular.Cityofvallejo.net), or via phone, by dialing (669) 900-6833.	For additional instructions on how to speak remotely during public comment, please visit, www.cityofvallejo.net/publiccomment
<u>VIEW THE MEETING:</u> There are four different ways you can view this public meeting: • In Person • Watch Vallejo local channel 28 • Stream from the City website: www.cityofvallejo.net/Streaming • Join the Zoom webinar: https://ZoomRegular.Cityofvallejo.net	Scan QR code for live captions and translation in Spanish and Tagalog. 
Hybrid Options are available for members of the public to participate. To participate remotely	
<u>Option to Join by Computer</u> From your browser go to https://ZoomRegular.CityofVallejo.net to launch and join the zoom application. Meeting ID: 914 0075 0676# Meeting Password: 131313	<u>Option to Join by Phone</u> Dial (669) 900-6833 Enter Meeting ID: 914 0075 0676# Meeting Password: 131313 Press *9 to digitally raise your hand from the phone. Press *6 to unmute/mute
Any supplemental writing related to an agenda item for an open session of a regular meeting that is distributed to all or a majority of all members of the City Council less than 72 hours before the meeting will be posted concurrently on the City's website at www.cityofvallejo.net/agendas Written material distributed during the meeting, will be available at the meeting if prepared by the City or after the meeting if prepared by someone else. Such materials may be obtained from the City Clerk	
	Vallejo City Council Chambers ADA compliant. Devices for the hearing impaired are available from the City Clerk. Requests for disability related modifications or accommodations, aids or services may be made by a person with a disability to the City Clerk's office no less than 72 hours prior to the meeting as required by Section 202 of the Americans with Disabilities Act of 1990 and the federal rules and regulations adopted in implementation thereof

AGENDA

TO THE MEMBERS OF THE VALLEJO CITY COUNCIL:

You are hereby notified that I do hereby call the Vallejo City Council in special session to consider only the matters stated on the agenda listed below. NOTICE: Members of the public shall have the opportunity to address the City Council concerning any item listed on the agenda before or during consideration of that item. No other items may be discussed at this special meeting

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ACTION CALENDAR**

NOTICE: Members of the public wishing to address the Council on Action Calendar Items may do so in person by signing in to the Public Speaker's kiosk located in the back of the Council Chambers or via ZOOM (<https://ZoomRegular.Cityofvallejo.net>), or via phone, by dialing (669) 900-6833. Enter Meeting ID: 914 0075 0676#. Press *9 to digitally raise your hand from the phone. Press *6 to unmute/mute. For additional instructions on how to speak remotely during public comment, please visit, www.cityofvallejo.net/publiccomment. Each speaker is limited to five minutes pursuant to Vallejo Municipal Code Section 2.02.420 or as approved and announced by the Mayor. In person speakers will be recognized first

- A. PROVIDING NOTICE OF INTENT TO AMEND THE FY 2024-25 CAPITAL IMPROVEMENT BUDGET TO ALLOCATE A TOTAL OF \$21,861,377 IN GRANT FUNDS FROM THE HIGHWAY BRIDGE PROGRAM, \$3,000,000 IN MEASURE P FUNDS, AND \$300,000 IN BRIDGE CONSTRUCTION FUNDS FOR THE MARE ISLAND CAUSEWAY BRIDGE PREVENTATIVE MAINTENANCE PROJECT (STEP 1 OF 2)**

Recommendation: This staff report provides notice of intent to amend the FY 2024-25 Capital Improvement Budget to allocate a total of \$21,861,377 in grant funds from the Highway Bridge Program, \$3,000,000 in Measure P funds, and \$300,000 in Bridge Construction funds for the Mare Island Causeway Bridge Preventative Maintenance Project (Step 1 of 2)

Contact: Melissa Tigbao, P.E., Public Works Director

Melissa.Tigbao@cityofvallejo.net

- B. RECEIVE UPDATE ON UNHOUSED SITUATION AND POSSIBLY PROVIDE DIRECTION ON CITY PROGRAMS**

Recommendation: Receive an update on the unhoused situation and possibly provide direction to staff on the City's unhoused programs.

Contact: Natalie Peterson, Assistant to the City Manager (707) 649-3415

Natalie.Peterson@cityofvallejo.net

- 5. ADJOURNMENT**

ADDITIONAL CITY INFORMATION

Members of the public can:

- Like us on Facebook and Instagram ([@cityofvallejo](#))
- Sign up to receive City Communications via e-mail (www.cityofvallejo.net/subscribe)
- Sign up for emergency alerts at: alertsolan.com

Dated: Saturday, March 15, 2025



Andrea Sorce, Mayor

I, Dawn Abrahamson, City Clerk do hereby certify that I have caused a true copy of the above notice and agenda to be delivered to

Andrea Sorce (Mayor)
Peter Bregenzer (Vice-Mayor)
Helen-Marie Gordon
Tonia Lediju, PhD
Alexander Matias
Diosdado "JR" Matulac
Charles Palmares,

at the time and in the manner prescribed by law and that this agenda was posted at City Hall, 555 Santa Clara Street, CA at 5:00 p.m., Saturday, March 15, 2025.

Dated: Saturday, March 15, 2025





DATE: March 18, 2025
TO: Mayor and Members of the City Council
FROM: Melissa Tigbao, P.E., Public Works Director
SUBJECT: **PROVIDING NOTICE OF INTENT TO AMEND THE FY 2024-25 CAPITAL IMPROVEMENT BUDGET TO ALLOCATE A TOTAL OF \$21,861,377 IN GRANT FUNDS FROM THE HIGHWAY BRIDGE PROGRAM, \$3,000,000 IN MEASURE P FUNDS, AND \$300,000 IN BRIDGE CONSTRUCTION FUNDS FOR THE MARE ISLAND CAUSEWAY BRIDGE PREVENTATIVE MAINTENANCE PROJECT (STEP 1 OF 2)**

RECOMMENDATION

This staff report provides notice of intent to amend the FY 2024-25 Capital Improvement Budget to allocate a total of \$21,861,377 in grant funds from the Highway Bridge Program, \$3,000,000 in Measure P funds, and \$300,000 in Bridge Construction funds for the Mare Island Causeway Bridge Preventative Maintenance Project (Step 1 of 2)

REASONS FOR RECOMMENDATION

The Mare Island Causeway Bridge has been identified by the Caltrans Division of Structure Maintenance & Investigations for painting, concrete repairs and other work as part of a long-awaited maintenance project. This project is part of the City's effort to maintain its infrastructure.

Failure to approve the necessary budget amendments, for which this staff report provides notice of intent, will lead to the irrevocable loss of \$21.8M in grant funds as Caltrans will reassign the funding to another agency.

Per City Charter Section 703, amending the budget requires public notice and intent prior to any action taken. A staff report recommending amendment of the budget will be presented to City Council at the next regularly scheduled City Council meeting.

BACKGROUND AND DISCUSSION

The Mare Island Causeway Bridge Preventative Maintenance Project (Project No. PW9762) (the "Project") is included in the federally funded Bridge Preventive Maintenance Project (BPMP) under the Highway Bridge Program (HBP), which is a federal program funded by the Federal Highway Administration (FHWA). The purpose of the BPMP is to replace or rehabilitate public highway bridges when the State and FHWA determine that a bridge is significantly important and otherwise qualifies under the HBP guidelines. The Project represents a critical infrastructure improvement to preserve and enhance the safety and functionality of a vital transportation route.

In July 2015, the City of Vallejo submitted an application to Caltrans to receive grant funding for the Project. On June 14, 2016, the City Council approved Resolution No. 16-064 N.C. to appropriate \$437,586 in grant funds to the Project as part of the Fiscal Year 2016-17 budget. On March 9, 2021, the City Council approved Resolution No. 21-023 N.C., which amended the Fiscal Year 2020-21 budget by recognizing grant funding and allocating \$621,233 to the Project. This funding, \$1,058,818 in total, has been used for the Preliminary Engineering (PE) portion of the Project, which includes the preliminary design, right-of-way certification, environmental permitting coordination, California Public Utilities Commission coordination, and bringing the Plans / Specifications / Estimates (PS&E) phase of the Project design to 100% completion.

Subject: PROVIDING NOTICE OF INTENT TO AMEND THE FY 2024-25 CAPITAL IMPROVEMENT BUDGET TO ALLOCATE A TOTAL OF \$21,861,377 IN GRANT FUNDS FROM THE HIGHWAY BRIDGE PROGRAM, \$3,000,000 IN MEASURE P FUNDS, AND \$300,000 IN BRIDGE CONSTRUCTION FUNDS FOR THE MARE ISLAND CAUSEWAY BRIDGE PREVENTATIVE MAINTENANCE PROJECT (STEP 1

OF 2)

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An application for grant funding to cover the construction costs of the Project, estimated at the time to be approximately \$13,000,000, was approved by Caltrans in late 2021. Proceeding to the construction phase of the Project was postponed due to funding delays resulting from budgetary constraints within Caltrans' Bridge Program. In June 2024, Caltrans approved the additional construction funding in the amount of \$10,925,487. The approved scope of work for the Project includes the following:

- Spot repair and overcoat lift span and towers.
- Repair cracked, spalled and de-laminated concrete in the substructure and superstructure.
- Repair cracks and apply a polyester overlay on the bridge deck.
- Replace deck joint seals.
- Replace damaged sidewalk panels.
- Repair or replace deteriorating piles.
- Repair or replace metal railing posts.
- Replace underwater anodes.
- Restore the logo.
- Clean, repair, and paint metal railings.
- Repair existing timber fenders.
- Repair and replace existing lighting.
- Apply traffic striping to the bridge deck and roadway.

In August 2024, the City moved forward with advertising for construction bids. Two bids were received by the October 2024 deadline: one for \$19,869,755 and the other for \$25,263,632. The contractor with the lowest bid has agreed to hold its bid price until May 2025.

In October 2024, the City submitted another application to Caltrans for additional funding, which was approved in November 2024 in the amount of \$10,935,890.

The grant funds cover 88.53% of the Project costs and require an 11.47% local match. The total current cost of the Project is estimated at \$28.3 million dollars, leaving a shortfall of \$3.3 million dollars. Staff have identified eligible funds in the Bridge Construction Fund (Fund 204) in the amount of \$300,000. This fund was established in June 1978, when Ordinance 341 added Chapter 3.17 to Title 3 of the Vallejo Municipal Code, establishing a Bridge Construction Development Tax. In August 1989, the City Council adopted Ordinance No. 1058 N.C. (2d), repealing Ordinance 341 and Chapter 3.17 of the Vallejo Municipal Code, which stopped the collection of the Bridge Construction Development Tax. Staff recommend \$300,000 of the remaining available fund balance in the Bridge Construction Fund be allocated to Project No. PW9762.

Per Resolution No. 22-222, approved by Council on December 20, 2022, there are nine priorities for the use of revenue generated by Measure P. This Project aligns with City Council's Measure P revenue spending criteria for maintaining critical city services, and therefore, the allocation of Measure P budget is being requested to cover the Project budget shortfall.

On January 13, 2025, staff presented the Project to the Measure P Oversight Committee. During the meeting, Mare Island residents shared concerns about the use of Fund 112 – Mare Island Community Facility District

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Fund as matching funds for this project. The funds allocated were adopted as part of the bridge repair project during fiscal years 2012-2016. Staff confirm that the funds allocated in 2012-2016 were specific to any bridge repairs, and this \$300,000 request will be toward bridge repair as intended, not toward matching funds. After some deliberation, the Committee adopted a resolution not recommending the funding request due to concerns about the use of the Community Facility District Fund.

Provided the necessary funding for the Project is approved, staff will return to Council in the very near future to award the construction contract. Construction is tentatively scheduled to begin in May 2025 and the estimated completion date is the summer of 2027.

If additional funding is not approved or the allocation of additional funding is delayed, the construction contract cannot be awarded. A new advertisement for construction bids will need to be advertised. Given the current and expected continual rise in construction costs, it is likely bids will come in even higher and would require additional budget allocations to accommodate the increased costs. In addition, failure to appropriate the necessary gap funding will lead to the irrevocable loss of \$21.8M in grant funds as Caltrans will reassign the funding to another agency.

This staff report serves as the Notice of Intent to amend the Fiscal Year 2024-25 Capital Improvement budget for Project No. PW9762 to recognize and allocate the following:

1. \$21,861,377 in additional grant funding from HBP
2. \$3,000,000 of Measure P funding
3. \$300,000 of Bridge Construction funding

A staff report requesting approval to execute the Caltrans' grant agreements and a recommendation for the second step to amend the budget will be presented to City Council at the next regularly scheduled City Council meeting.

FISCAL IMPACT

This item provides the Notice of Intent to amend the Fiscal Year 2024-25 Capital Improvement budget and does not have any fiscal impact. The second step will come at the next regular City Council meeting and will amend the budget with Council's approval.

The Mare Island Causeway Project will be funded by Federal Highway Bridge Replacement and Rehabilitation Program (HBRRP) funds, with local match from City funds. Project budget and estimated expenditures are as follows:

<u>Project Funding</u>	<u>Amount</u>	<u>Estimated Project Costs</u>	<u>Amount</u>
Fund 221 – Grants/Reimbursements - Federal BPMP Grant (allocated 2016)	\$ 437,586	Design; PS&E	\$ 2,200,000

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Fund 221 – Grants/Reimbursements - Federal BPMP Grant (allocated 2021)	\$ 621,233	Construction Contract	\$ 19,869,755
Fund 221 – Grants/Reimbursements - Federal BPMP Grant (awarded 2024)	\$10,925,487	Construction Contingency 15%	\$ 2,980,463
Fund 221 – Grants/Reimbursements - Federal BPMP Grant (awarded 2024)	\$10,935,890	Construction Management	\$ 2,963,250
Fund 112 – Mare Island Community Facility District Fund (allocated 2012-2016)	\$ 2,099,073	Project Management (staff time, inspections)	\$ 300,000
TOTAL	\$ 25,019,269	TOTAL	\$ 28,313,468

Project budget shortfall is \$3,294,199. If the budget amendment item is approved at the next regularly scheduled Council meeting, the shortfall amount, which includes the required City match based on the total cost of the project, will be covered by a transfer to the project of \$300,000 of Bridge Construction (Fund 204) budget and \$3M of Measure P (Fund 228) budget.

ENVIRONMENTAL REVIEW

This item provides Notice of Intent to amend the budget only. There is no environmental impact associated with this item.

ATTACHMENTS

1.	6-D_23C0248_MI BPMP Approved-pg4
2.	Approval - 2024-11-18 LAPG 6-D MI Causeway - BPMP-5030(060)
3.	Location Map
4.	Vicinity Map

CONTACT

Melissa Tigbao, P.E., Public Works Director
Melissa.Tigbao@cityofvallejo.net

See Section 6.3, Chapter 6 of the Local Assistance Program Guidelines (LAPG) for information about this form.

NBI Bridge No.:	23C0248	Local Bridge No.:	23C0248
Project Number:	BPMP-5030(060)	(Caltrans to provide project number for new projects)	
Responsible Agency:	City of Vallejo		
Caltrans District:	4		
Project Manager:	Sam Kumar		
Phone Number:	(707) 648-4432		
Email:	sam.kumar@cityofvallejo.net		
Project Location:	City of Vallejo		
Project Limits:	Along G Street over the Napa River		
Type of Work:	Preventive Maintenance		
Work Description:	Mare Island Causeway bridge painting, methacrylate coating and polyester concrete overlay to bridge deck; deck, bent cap, and pile concrete repairs; crack repair, bridge railing repairs, replacing fender system; and replace all anodes at Piers 26 & 27.		

1. Describe reason for Scope/Cost/Schedule Change Request (or attach separate pages)
The current request is for increased Cost. Scope and Schedule remain the same. The Cost increase reflects the actual low bid received upon City advertisement for construction. Two bids were received. The low bid received reflects the general trend in construction costs having gone up significantly since the last project funding authorization request. Please refer to the Bid funds explanation attached document for more details.

NBI Bridge Number: 23C0248

2. If this is a request for scope change (not cost or schedule), please prepare an LAPG 6-A *HBP Application/Scope Definition*. Will a revised LAPG 6-A be submitted?

☐ YES ☐ NO ☒ Not Applicable

(If Yes, please skip to the sign off on the *Local Agency Certification* page of this form, and submit this form with the LAPG 6-A package)
(If No, please submit attachments as shown on *Local Agency Certification* page of this form)

3. Identify and justify “betterments” that are HBP participating but are not related to the major deficiencies of this bridge.
(attach additional pages as needed)
Not Applicable

4. Refer to LAPG 6-B *HBP Special Cost Approval Checklist*. Identify and justify specific items requiring Caltrans funding approval.
(attach additional pages as needed)
The construction cost estimate prepared pre-COVID in 2019 to get funds for CON approved has superseded the bids that City received on 11/11/24. The CON funds LAPG 6-D was prepared and approved in July 2020.
The process and procedures that were followed and items that have exceeded in price and reasoning/justification for additional funds request are explained in the attachment "Bid funds explanation".

5. Other comments (identify Non-HBP Participating work):
• Repairs to concrete pedestals, bearings, beam connections, and worker access walkways that were damaged during the August 24, 2014 South Napa Earthquake
• Logo painting

NBI Bridge Number: 23C0248

Estimated Construction Costs

(Exclude contingencies, supplementary work, and Construction Engineering)

	HBP Participating (round to nearest \$1,000)	Non- HBP Participating* (round to nearest \$1,000)
Construct Bridge	17,905,000	\$116,000
Bridge Removal	\$0	\$0
Slope Protection	\$0	
Channel Work	\$0	\$0
Detour - Stage Construction	\$0	\$0
Approach Roadway	\$0	
Utility Relocation	\$0	
Mobilization	1,850,000	\$0
Total	19,755,000	\$116,000
Total Cost:	19,871,000	

* Items that are Non-HBP Participating could be participating through other federal programs. See the LAPG for other eligibility requirements of other programs. Local agencies that are unsure which project costs are HBP participating should contact the DLAE for resolution.

NOTE: Total of only the HBP participating costs should carry over to the Construction line (Direct Costs) on the next page

Specify the type of other federal funds on this project: _____

NBI Bridge Number: 23C0248

Summary of HBP Participating Costs

Please indicate the HBP total participating (eligible for reimbursement) costs for this project, rounded to the nearest \$1,000. If the amounts below are approved, Caltrans may program the HBP funds needed for this project. New projects must be prioritized before programmed. Other federal funds (RSTP, ATP, etc.) needed for this project should be shown in the Exhibit 7-B *Field Review form*, Chapter 7 of the LAPM.

Target dates represent a commitment by the local agency when the project will need HBP funding. Failure to meet target dates may cause funds to be reprogrammed to other projects by other local agencies. The reprogramming of HBP funds is at the discretion of Caltrans. Federal Fiscal Years (FFY) are from October 1 - September 30. All programming is done by FFY.

PE = Preliminary Engineering (Not to exceed 25% of CON and consultant contract management and quality assurance not to exceed 15% of consultant costs).

R/W = Right of Way

CE = Construction Engineering (Not to exceed 15% of CON).

CON = Construction

Cont = Contingency (including supplement work) not to exceed 25% (preliminary estimate) nor 10% of CON for final design.

Enter CE % Rate: 15%

Enter Contingency % Rate: 10%

	TOTAL PROJECT \$			HBP Participating \$**	Target Dates (month/year)
	Direct Costs	Indirect Costs*			
PE	1,196,000	+	\$0	=	1,196,000
R/W		+	1,058,819	=	
CON	19,755,000		17,489,102	=	88.53% (grant amount)
CE	2,963,250		2,623,365		
Cont	1,975,500		1,748,910		
CON SUM	24,693,750	+	21,861,377	=	24,693,750
Total Participating Cost					25,889,750
Enter Fed. Match Rate:	88.53%	HBP Requested Cost			22,921,000

* See Chapter 5 *Invoicing*, of the LAPM for approval of indirect costs.

** Participating costs exclude ineligible work items. Please review the HBP Program Guidelines for reimbursable scopes of work and program cost limits. Other federal funds will be shown in the Exhibit 7-B *Field Review Form*, Chapter 7 of the LAPM.

Local Agency Certification

Caltrans, please notify this agency to confirm this project requested scope/cost/schedule changes for this project have been incorporated in the HBP Multi-Year Plan. I understand that reimbursable work shall not commence until a *Request for Authorization* (E76) has been processed by Caltrans and a notice to proceed has been received by this agency.

I certify that this project is in compliance with the Highway Bridge Program, Chapter 6 of the Local Assistance Program Guidelines.

One original of this application (with attachments) and one electronic copy will be included in the transmittal package to the DLAE.

Sam Kumar

Local Agency Project Manager (print)



Digitally signed by Akul Kumar
DN: cn=Akul Kumar, o, ou, email=akulkumar858@gmail.com, c=US
Date: 2024.11.18 10:11:17 -08'00'

11/18/2024

Local Agency Project Manager (signature)

Date

Attachments: (only if question #2 is answered "No")

- 1) LAPG 6-B *HBP Special Cost Approval Checklist*, Chapter 6 of the LAPG
- 2) ☐ Other:
- 3) Request for Authorization is included in this application package for expedited processing?
☐ YES ☐ NO

Thank you for assembling the application package. Please send this package to your DLAE for review. Please e-mail your suggestions to improve this form to linda.newton@dot.ca.gov or eileen.crawford@dot.ca.gov.

For Caltrans use only:

I have reviewed this application for completeness and have forwarded copies to the Office of Bridge Bond and Safety Programs and Structures Local Assistance, as needed. (check one).

Program Management and Structures Local Assistance, as needed. (check one)

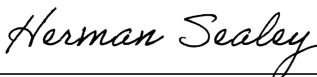
☒ I recommend approval. (attach comments as needed)

☐ I do not recommend approval for the following reasons: See attached memo / email to the Office of Bridge, Bond and Safety Programs.

☐ I request SLA review of this application for the following reason: (attach memo / email justifying increased Caltrans oversight).

HERMAN SEALEY

DLAE or authorized staff (print)



DLAE or authorized staff (signature)

11/18/2024

Date

From: [Sealey, Herman@DOT](mailto:Sealey.Herman@DOT)
To: [Sam Kumar](mailto:Sam.Kumar@cityofvallejo.net)
Cc: [Nyam, Jonathan@DOT](mailto:Nyam.Jonathan@DOT)
Subject: Approval - 2024-11-18 LAPG 6-D Mare Island Causeway - BPMP-5030(060)
Date: Thursday, November 21, 2024 10:27:01 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image005.png](#)
[image006.png](#)
[24-11-18 LAPG 6-D 23C0248 Mare Island Causeway -BPMP5030\(060\).pdf](#)

This Message Is From an External Sender

This message came from outside your organization.

Hello Sam

As promised in the previous email, I made representations on your behalf for the city to at least get something that would assure that it is OK to proceed with contract award, if your 6-D submittal could not be expedited.

The district's representation had positive results. HBP managers have reviewed the LAPG 6-D dated 11/18/2024 for cost increase at award and approved it. The additional funds have been programmed in FFY 25/26. To authorize the additional CON funds, the City may request an advancement of funds after March 30th, 2025, when EPSP/Post-Programming opens for the HBP.

You have the information needed to proceed with your construction contract.

Attached is a copy of the approved LAPG 6-D.

Herman Sealey

Senior Transportation Engineer

D4 Office of Local Assistance

North Bay and HBP

(510) 926-0556

Teleworking: Monday, Thursday, and Friday

From: Sam Kumar <Sam.Kumar@cityofvallejo.net>

Sent: Monday, November 18, 2024 4:59 PM

To: Sealey, Herman@DOT <herman.sealey@dot.ca.gov>

Cc: Nyam, Jonathan@DOT <Jonathan.Nyam@dot.ca.gov>; Jensen, Roberta B@DOT <roberta.jensen@dot.ca.gov>; Meharena, Ephrem@DOT <ephrem.meharena@dot.ca.gov>

Subject: RE: BPMP-5030(060) DRAFT 6-D

EXTERNAL EMAIL. Links/attachments may not be safe.

Ok Sir.

Understood.

Sent via the Samsung Galaxy S8, on the move

----- Original message -----

From: "Sealey, Herman@DOT" <herman.sealey@dot.ca.gov>

Date: 11/18/24 4:53 PM (GMT-08:00)

To: Sam Kumar <Sam.Kumar@cityofvallejo.net>

Cc: "Nyam, Jonathan@DOT" <Jonathan.Nyam@dot.ca.gov>, "Jensen, Roberta B@DOT" <roberta.jensen@dot.ca.gov>, "Meharena, Ephrem@DOT" <ephrem.meharena@dot.ca.gov>

Subject: RE: BPMP-5030(060) DRAFT 6-D

Hello Sam

The 6-D documents were submitted to HBP today and I will await a response from them. As mentioned in our recent meeting, it could take three months to get 6-D approval. However, I will make representations on your behalf to see if you can get something that would assure you that it is OK to proceed with contract award.

I think that the extensive supporting information you provided following our meeting enhances the likelihood of getting HBP's approval. My experience is that HBP is always helpful to agencies to get their projects completed,

but I cannot give a commitment on behalf on the HBP.

Herman Sealey

Senior Transportation Engineer

D4 Office of Local Assistance

North Bay and HBP

(510) 926-0556

Teleworking: Monday, Thursday, and Friday

From: Sam Kumar <Sam.Kumar@cityofvallejo.net>

Sent: Monday, November 18, 2024 10:21 AM

To: Nyam, Jonathan@DOT <Jonathan.Nyam@dot.ca.gov>

Cc: Sealey, Herman@DOT <herman.sealey@dot.ca.gov>

Subject: RE: BPMP-5030(060) DRAFT 6-D

Importance: High

EXTERNAL EMAIL. Links/attachments may not be safe.

Hi Jonathan,

Attached are the documents exhibit 6-D, 6-B, and Bid Funds explanation document.

We have only 45 days from bid opening to let the contractor know if we are going to award the contract for the project per our municipal code and public contract code unless a protest is filed.

You may have encountered this situation on other projects. Please let me know how to handle the project contract since the contractor will ask for revised bid prices if we go beyond the stipulated time mentioned above if we ask to hold the bid prices for longer period.

Please let me know if you have any questions.

Regards,

Sam Kumar

Senior Civil Engineer

City of Vallejo | Public Works Department Engineering Division

555 Santa Clara Street, Vallejo, CA 94590

Office: (707) 648-4432 | sam.kumar@cityofvallejo.net



From: Nyam, Jonathan@DOT <Jonathan.Nyam@dot.ca.gov>

Sent: Friday, November 15, 2024 9:42 AM

To: Sam Kumar <Sam.Kumar@cityofvallejo.net>

Cc: Sealey, Herman@DOT <herman.sealey@dot.ca.gov>

Subject: RE: BPMP-5030(060) DRAFT 6-D

Good morning Sam,

A couple of things need to be fixed.

LAPG 6-D document. (pg 1 of 5)

1. Describe reason for Scope/Cost/Schedule Change Request (or attach separate pages) The current request is for increased Cost. Scope and Schedule remain the same. The Cost increase reflects the actual low bid received upon City advertisement for construction. Two bids were received. The low bid received reflects the general trend in construction costs having gone up significantly since the last project funding authorization request.
--

Please add in the reason section. Following the red arrow.

"Please refer to the Bid funds explanation document for more details."

Bid funds explanation document.

Item # 4. EXPLANATION:

The reasoning and justification for requiring Caltrans additional funding approval.

- The cost estimate for the project was prepared Pre-COVID at the end of 2019 and approved for CON in July 2020.
- City was provided with E-76 for CON in June 2024 that approved the cost estimate prepared in 2019.
- The project was advertised on 8/28/24 through PlanetBids.com and the Vallejo Times Herald local newspaper on 8/28/24, 9/11/24, and 9/25/24.
- Fourteen contractors attended a mandatory pre-bid meeting held on 9/19/24.
- Addendum No. 1 issued on 9/27/24 revised the bid opening date from 10/09/24 to 10/30/24 and responded to numerous RFIs.
- Addendum No. 2 issued on 10/15/24 replaced seven plan sheets, revised the technical specs and responded to numerous RFIs.
- On 10/22/24 staff reviewed three planrooms (BPXpress.com, PlanetBids.com, and Caltrans Bidding Connect) to see if there were similar projects bidding at the same time as Vallejo's project. Staff discovered a bridge maintenance project bidding on 10/29/14, the day before Vallejo's bid opening. To avoid being negatively impacted, Addendum No. 3 issued on 10/24/24 that revised the bid opening date from 10/30/24 to 11/06/24.
- Staff proactively contacted planholders on 10/22/24 to determine who was planning to bid. Originally four planholders stated they planned to bid. Follow up phone calls on 10/24/24 and 10/30/24 determined that only three were planning to bid. On 10/31/24, one planholder informed staff they decided not to bid.
- Addendum No. 4 issued on 10/31/24 replaced the bidder's bond template and the construction contract and responded to two RFIs.
- On 11/06/24, bids were due at 2:00 pm. Two bids were received. The engineer's estimate is \$13M. The apparent low bid was \$19M and the second low bid was \$25M. Staff has determined the low bidder to be responsive and responsible in compliance with Public Contract Code and Vallejo Municipal Code.
- City received two bids and the lowest apparent bidder's estimate (19,869,755) is twice the approved grant amount.
- Certain bid items exceeded the cost estimate, e.g., removal of concrete sidewalk, removal concrete pile, job site management, stay in place pile form, drive 24" cast-in-steel shell concrete pile, structural concrete guardrail post, clean/paint (lift span & towers), corrosion repair, anode replacement, utility cover plates, relocate sign, Thermoplastic stripe, lighting system, formwork for formed patch, and mobilization.

Please add in the Bid funds explanation document. Following the red arrow.

Please mention in your own words. "The agency staff contacted the remaining 12 planholders who did not bid. Some planholders mention they were busy."

Once you make the changes. Please review the LAPG 6-D and LAPG 6-B. Please print name, sign, and fill in the date for both documents are return them as soon as possible.

Please let me know if you need any further clarification or have any additional questions.

Thank you,

Jonathan Nyam

Area Engineer | Solano County | Sonoma County

Office of Local Assistance

Caltrans | District 4

111 Grand Ave

Oakland, CA 94612

(510) 907-1277

Jonathan.Nyam@dot.ca.gov

Teleworking: Monday, Thursday, and Friday



From: Sam Kumar <Sam.Kumar@cityofvallejo.net>

Sent: Thursday, November 14, 2024 3:21 PM

To: Sealey, Herman@DOT <herman.sealey@dot.ca.gov>; Nyam, Jonathan@DOT <Jonathan.Nyam@dot.ca.gov>

Subject: RE: BPMP-5030(060) DRAFT 6-D

Importance: High

EXTERNAL EMAIL. Links/attachments may not be safe.

Hi Herman, Jonathan,

Please see documents ready for sending in 6-D exhibit. Please let me know if you have any questions. I will sign the 6-D once I receive OK from Caltrans.

Regards,

Sam Kumar

Senior Civil Engineer

City of Vallejo | Public Works Department Engineering Division

555 Santa Clara Street, Vallejo, CA 94590

Office: (707) 648-4432 | sam.kumar@cityofvallejo.net



From: Sealey, Herman@DOT <herman.sealey@dot.ca.gov>

Sent: Wednesday, November 13, 2024 1:14 PM

To: Sam Kumar <Sam.Kumar@cityofvallejo.net>; Nyam, Jonathan@DOT <Jonathan.Nyam@dot.ca.gov>

Subject: RE: BPMP-5030(060) DRAFT 6-D

Please review. We will talk

Herman Sealey

Senior Transportation Engineer

D4 Office of Local Assistance

North Bay and HBP

(510) 926-0556

Teleworking: Monday, Thursday, and Friday

From: Sam Kumar <Sam.Kumar@cityofvallejo.net>

Sent: Wednesday, November 13, 2024 12:58 PM

To: Sealey, Herman@DOT <herman.sealey@dot.ca.gov>; Nyam, Jonathan@DOT <Jonathan.Nyam@dot.ca.gov>

Subject: BPMP-5030(060) DRAFT 6-D

Importance: High

EXTERNAL EMAIL. Links/attachments may not be safe.

Hi Herman,

Attached is the draft 6-D with explanations as attachment. Please review and provide your comments.

Regards,

Sam Kumar

Senior Civil Engineer

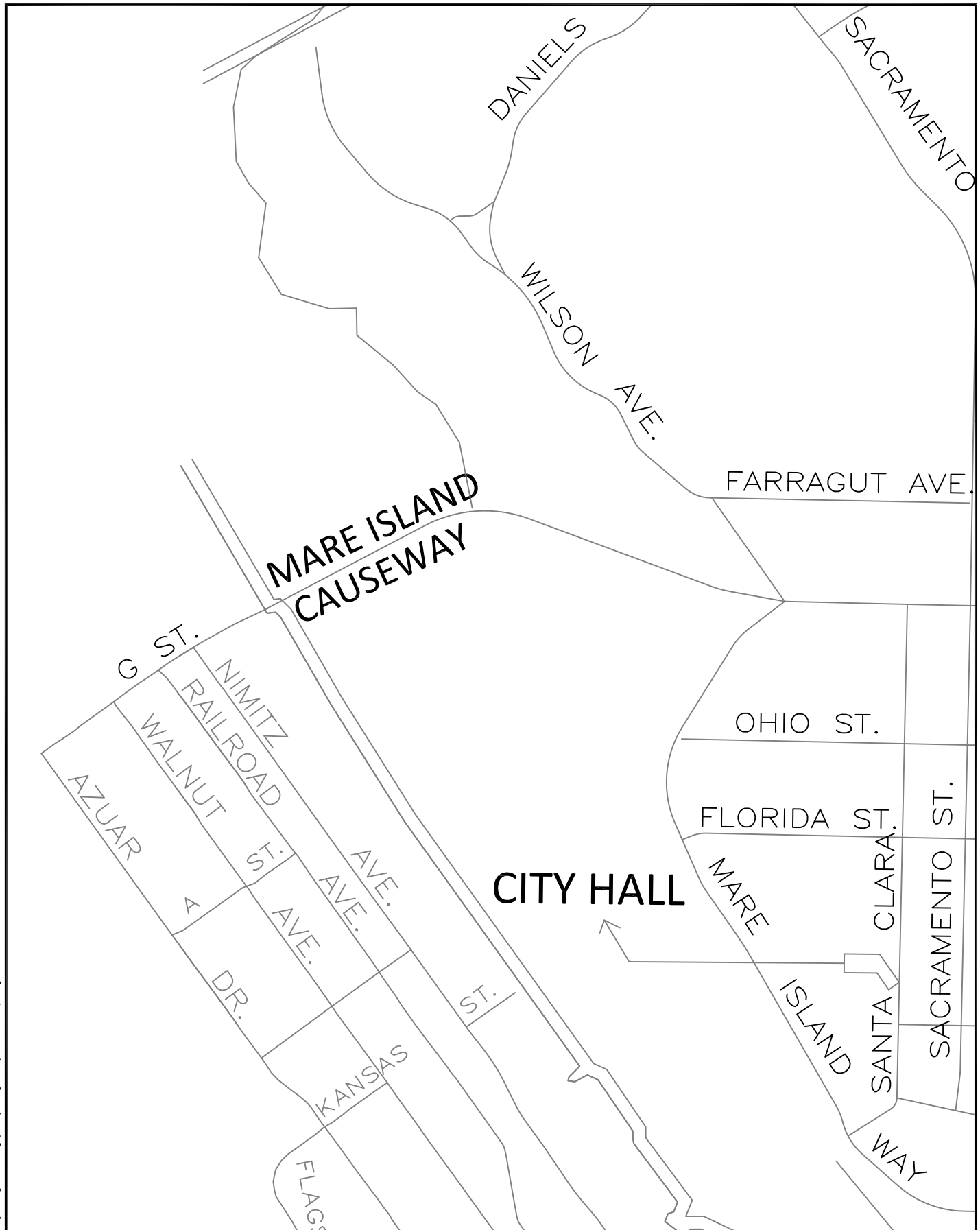
City of Vallejo | Public Works Department Engineering Division

555 Santa Clara Street, Vallejo, CA 94590

Office: (707) 648-4432 | sam.kumar@cityofvallejo.net



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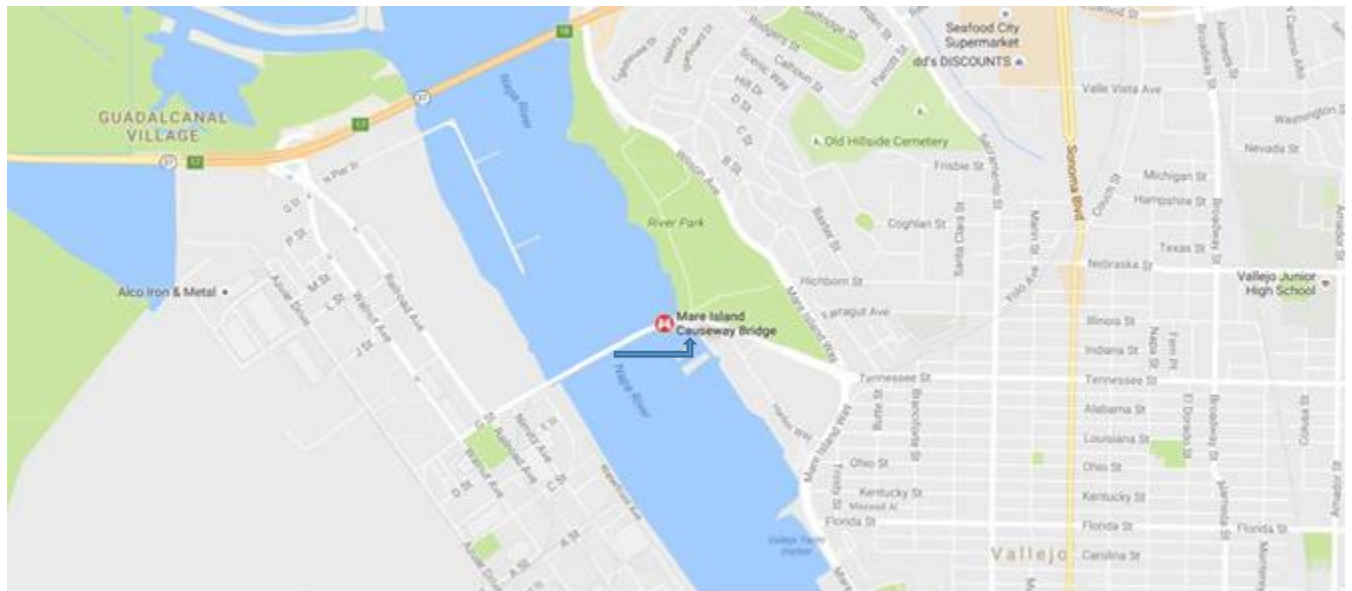


DWG. NO. --
DRAWN BY SM
DATE 11/08/16
CHECKED

SHEET 1 OF 1
FILE NO. -
REF. -
SCALE 1" = 4000'



PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
MARE ISLAND CAUSEWAY
BRIDGE PREVENTIVE MAINTENANCE PROJECT
LOCATION MAP



PROJECT LOCATION – MARE ISLAND CAUSEWAY BRIDGE



DATE: March 18, 2025
TO: Mayor and Members of the City Council
FROM: Andrew Murray, City Manager
Natalie Peterson, Assistant to the City Manager
SUBJECT: RECEIVE UPDATE ON UNHOUSED SITUATION AND POSSIBLY PROVIDE DIRECTION ON CITY PROGRAMS

RECOMMENDATION

Receive an update on the unhoused situation and possibly provide direction to staff on the City's unhoused programs.

REASONS FOR RECOMMENDATION

At its March 11, 2025 meeting, the City Council requested a future agenda item on the City's unhoused situation and programs.

BACKGROUND AND DISCUSSION

Homelessness is a complex issue that organizations at all levels of government in the U.S. are working to address. It is influenced by factors such as housing affordability; employment opportunities and workforce development; and availability of mental health, substance abuse, and medical services. Despite a significant investment of State and federal resources over many years, the number of unhoused individuals in the State and across the U.S. have increased recently, illustrating the significant challenge of transitioning the unhoused into housing and programs.

According to the January 2024 point-in-time (PIT) count, there were approximately 186,000 unhoused individuals in California, 0.47% of the total population. According to the Solano County PIT count (attached), there were 1,725 unhoused individuals in the County, including 682 in Vallejo, 0.56% of Vallejo's total population.

Government agencies and nonprofit organizations have implemented many different programs to address homelessness, but have generally made little progress. The City of Vallejo has taken various actions to impact homelessness over the past several years. However, the available funding is not sufficient for the County, cities, and nonprofit organizations to provide services to meet the needs of all of the unhoused individuals in the region.

The federal government provides funding, primarily through the Department of Housing and Urban Development (HUD), to combat homelessness. Federal funding flows to regional "continuum of care" (CoC) organizations, which are usually countywide. CoCs create high level homelessness strategies and allocate funding to try to provide a comprehensive, integrated system of care. The care provided may involve emergency, transitional, and permanent housing, as well as supportive services.

In Solano County, the Community Action Partnership of Solano County, Joint Powers Authority (CAP Solano JPA) partners with the CoC. This regional homelessness JPA, of which Vallejo is a member, allows agencies to pool resources and encourage deeper collaboration on the unhoused issue countywide. Through the JPA, Solano County and each city within the County have committed to a standardized set of goals, processes, and

**Subject: RECEIVE UPDATE ON UNHOUSED SITUATION AND POSSIBLY PROVIDE
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Page 2

strategies, rather than the individual government entities and nonprofits each working separately on the issue. The City has a City Seat on the Tripartite Advisory Board, which is filled by an elected official, as well as representation on the CoC and Technical Advisory Committee, which are filled by city staff. All of these boards and committees are advisory and report to CAP Solano JPA.

CAP Solano JPA provides and manages a centralized Homelessness Information Management System (HMIS) to capture information and track services provided to unhoused individuals using a standardized assessment to identify which services would best fit the individual. CAP Solano JPA also contracts with an organization to conduct outreach to unhoused individuals and enter them into the HMIS. The member agencies of CAP Solano JPA recently committed to provide additional funding to the JPA so the JPA could add staff to seek additional funding and provide additional services.

In addition to the federal government, the State also provides some funding to address homelessness.

The City has received a limited amount of federal, State, and County funding to address homelessness. As a result, the City has only provided limited related services.

The City has used its limited resources and grants to provide grants or loans to construct or sustain a number of affordable housing facilities. These include Blue Oak Landing and the Broadway Project, described below.

The Blue Oak Landing Project, formerly referred to as the Sacramento Street Apartments, is a 74-unit permanent supportive housing (PSH) project that includes wrap around services for the participants. Located at 2118 Sacramento Street, it has been fully “leased-up” with participants since June 2023, and is owned and operated by a nonprofit entity, Eden Housing.

The Broadway Project is a 47-unit PSH project located at 2441 Broadway Street that is expected to be fully leased-up with residents by August 2025. The facility will have on-site supportive services. It is currently owned by Firm Foundation Community Housing, but is expected to transfer ownership upon completion. The project will be operated by a nonprofit housing service provider.

The City is also constructing an emergency shelter facility, the Vallejo Navigation Center (Nav Center), located at 1937 Broadway. The Nav Center will provide 125 shelter beds and individual case management, connecting people to social, and medical services. Participants will also have access to job training and be assisted in becoming prepared to secure and sustain permanent housing. The City is working on a contract with an anticipated operator, which will come before the City Council. Once the project reaches final completion and the contract is approved, the process will begin to admit participants.

The City has also provided funding to a number of other emergency, transitional, and permanent housing facilities, including Marina Towers, Sereno Village, and the Reynnaissance Family Center, among others.

The City has considered several other ways to support the unhoused over the last few years, including safe parking and safe camping and tiny homes/pallet shelters, but did not move forward on those options.

Unhoused individuals either stay in emergency or transitional housing, live in vehicles or makeshift structures, or squat in publicly or privately owned buildings. Vehicles and makeshift structures are often located on public property and normally do not provide basic health and safety elements, such as potable water, sewer connections, heat, provisions for garbage collection, etc. As such, they can be dangerous for inhabitants and also create public health and safety concerns for the broader community. Given the economic, mental health, and substance abuse challenges faced by some unhoused individuals, homeless encampments can be physically dangerous and the site of criminal activity. Squatters can create significant damage to the buildings

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they inhabit.

The Vallejo Municipal Code has for decades prohibited camping and storage of personal property on all public property in the City. In 2006, six unhoused individuals brought suit against the city of Boise (*Martin v. Boise*), Idaho regarding its anti-camping ordinance. The court held that cities cannot enforce anti-camping ordinances if they do not have enough homeless shelter beds available for their homeless population as it constituted cruel and unusual punishment. That ruling was upheld by the U.S. Court of Appeals for the Ninth Circuit in 2018. Therefore, government agencies under the jurisdiction of the Ninth Circuit were essentially prohibited from enforcing anti-camping laws.

On June 28, 2024, the Supreme Court decided the case of *Grants Pass v. Johnson*, which overturned the Ninth Circuit case *Martin v. Boise*. In *Grants Pass*, the Supreme Court found that criminal enforcement of anti-camping ordinances does not constitute cruel and unusual punishment. At that point, cities within the jurisdiction of the Ninth Circuit as well as in other areas across the country once again began requiring individuals to cease camping on public property as part of their encampment cleanups.

Note that if someone is cited under the Municipal Code for public camping, they will be fined. If they do not pay the fine or are unable to do so, they will need to appear before a judge. If and when an individual eventually appears before a judge regarding public camping, the judge may assign a number of penalties, although usually minor, such as a very short jail sentence or probation. Penalties do not normally escalate for repeat offenders.

The City regularly receives reports and requests from the public to enforce public camping restrictions and to clean encampments on public property. City staff review reports and track them to assist in the prioritization of clean-ups. Reports of encampments, which may include, "structures", tents, RVs, vehicles, other temporary canopies, etc., come in through several different methods, including SeeClickFix, emails, phone calls, and in person reporting to City staff and Council Members. The City currently has over 50 reports of separate tent/structure based encampments, which vary from one to multiple structures on City property (including streets and sidewalks). There are over 80 reports of separate RV/vehicle based encampments on City property.

Prior to the *Grant's Pass* ruling in June 2024, the City conducted encampment clean-ups that consisted only of removal of excess trash and debris. During this process, individuals were not removed from their locations. The City followed the process of posting a debris removal notice a minimum of 72 hours prior to the encampment clean-ups. Any property at such encampments other than shelters themselves, that was not identified as trash and debris, was tagged and stored for 90 days.

The City conducted a pilot program to address the blight that is often associated with encampments. The pilot program divided the City into 12 zones and the City focused on doing debris removal in one zone per month. During these clean-ups the City monitored the encampments and found that most locations returned to their pre-clean-up state, in terms of debris, within 3 weeks of being cleaned up. Note that not all trash at encampments come from the unhoused individuals camping there. The existence of an encampment often attracts illegal dumping by others.

After the *Grants Pass* decision, many cities began removing encampments. In Vallejo specifically, City staff were directed to begin doing encampment clean-ups, which included the removal of individuals from the clean-up site. This process includes providing a notice of trespassing and debris removal a minimum of 72 hours prior to the clean-up date. Staff try to provide additional time and typically notice the location 5-7 days prior to the clean-up date. At the notice posting, staff provide a list of services available in Vallejo and the larger Solano County area, inform everyone at the site of the upcoming clean-up, and address any questions that the

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unhoused individuals at the site may have. This process is outlined in the City's Administrative Rule 7.10 (AR 7.10, attached). AR 7.10 also outlines the process for storage of personal property. Items that are deemed and collected as personal property are stored by the City for up to 90 days free of charge and can be retrieved by the individual. As many cities are now enforcing their public camping ordinances, there is a fear that any city that does not aggressively enforce its ordinance will become a safe haven and magnet for unhoused individuals.

Since *Grants Pass*, the City has normally conducted four to five encampment cleanups per month, depending on the size of the encampment. Encampments are selected for clean-up based on a combination of factors, including areas that are causing Americans with Disabilities Act (ADA) concerns, environmentally sensitive areas, locations that are accessed by youth (i.e., schools, libraries, parks, etc.), residential neighborhoods, and places of business. The City will spend approximately \$360,000 in fiscal year (FY) 2024-2025 on encampment cleanup supplies and City staff time alone. The City has received many communications expressing appreciation for recent clean-ups as well as communications expressing concern about them.

Many City departments may be involved in encampment clean-ups, including the City Manager's Office, City Attorney's Office, Public Works, Police Department, Fire Department, Code Enforcement, and Building Division. The coordination and initiation of encampment clean-ups come through the City Manager's Office. The other departments provide technical and physical assistance at the request of the City Manager's Office.

Vallejo is dependent on support from Solano County, local nonprofits, and faith based organizations to provide the needed resources for the unhoused community. Staff are regularly researching and looking for available resources that can be shared with the unhoused community. A list of available resources is located on the City's Homeless Resources Website (myvallejo.com/homelessresources).

In December 2022, the City of Vallejo established an Extreme Weather Center Policy to outline criteria for opening warming and cooling centers for individuals who do not have adequate shelter. The policy was reviewed after initial openings and updated in November 2023 (attached) to further define opening criteria and outline the opening process. During the winter of 2024, there were inclement weather days that did not meet the criteria to open, although did cause discomfort for individuals without adequate shelter. Staff worked to draft a revised version of the policy (attached). Staff are currently working to get feedback for the 2025 draft policy from individuals with lived experience, organizations that work with the unhoused community, and the community at large.

The City also established an email address for all things homelessness (homelessness@cityofvallejo.net), where individuals looking for services or who have questions about addressing homelessness in the City can reach out. This was created in an effort to streamline the community connecting with the team working on homelessness and to ensure that more than one City staff person is available to review the request and respond in a timely manner.

As noted above, government agencies have implemented many different programs in an attempt to transition more unhoused community members into housing, with limited success. It is important to note that the unhoused community is composed of individuals with many different capabilities, strengths, and challenges. In order to clearly understand the City of Vallejo's unhoused community, understand regional resources and deficiencies across organizations, and identify strategies that the City can undertake to most cost effectively improve the unhoused situation, the City issued a Request for Proposals (RFP) for professional services to create an unhoused strategic plan (attached). The City received several responsive proposals and is convening a review panel, which will include City staff, individuals with lived experience, and peer jurisdiction staff that are working in the unhoused field, to select the consultant. At its March 11, 2025 meeting, Council provided intent to amend the budget to allocate up to \$175,000 for a consultant to do this work. Staff anticipate

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that a consultant will be under contract in May 2025. The timing of the completion of strategy will depend in part on the extent of community engagement that will be undertaken.

FISCAL IMPACT

There is no fiscal impact associated with this item. Any potential projects will be brought back to Council with related fiscal impacts.

ENVIRONMENTAL REVIEW

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guideline section 15378.

ATTACHMENTS

1.	2024 Point In Time Count
2.	City of Vallejo Administrative Rule 7.10
3.	City of Vallejo Extreme Weather Center November 2023
4.	City of Vallejo Draft Revised Extreme Weather Center February 2025
5.	Unhoused Strategic Plan Consultant RFP

CONTACT

Natalie Peterson, Assistant to the City Manager (707) 649-3415

Natalie.Peterson@cityofvallejo.net

SOLANO COUNTY

POINT-IN-TIME COUNT COMMUNITY REPORT 2024



Prepared By

Simtech*Solutions*,inc.

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INTRODUCTION

The Point-in-Time (PIT) count is an annual census conducted for the US Department of Housing and Urban Development (HUD) of all people experiencing homelessness who are living in emergency shelters, transitional housing, safe havens, or unsheltered situations on a single night. In Solano, the Community Action Partnership Solano Joint Powers Authority (CAP Solano JPA) conducts the Count in partnership with the Housing First Solano Continuum of Care. Unsheltered situations include anyone without a permanent residence found to be staying outdoors or places not designed for habitation such as vehicles, streets, parks, or abandoned buildings. The PIT Count also presents an opportunity to raise awareness of the myriad of challenges our homeless residents face, hear firsthand experiences from those experiencing homelessness, and demonstrate the compassion and generosity of the Solano community.

The PIT count has two components: sheltered and unsheltered. The sheltered count is conducted annually of people experiencing homelessness who are living in emergency shelters, transitional housing, or safe havens. The unsheltered portion of the PIT count is required to be conducted biennially during the last 10 days of January. Due to the COVID-19 pandemic, the unsheltered PIT that was scheduled for January of 2021 was delayed until February 2022. As a result, the last unsheltered count for regional information to compare against the sheltered count was from 2022.

The PIT is the result of extraordinary community collaboration and includes a countywide effort to engage and assess the unsheltered population. This year's count was conducted during the early morning of January 31, 2024, with the support of 216 registered volunteers, who used the Counting Us mobile application developed by Simtech Solutions Inc., to gather the survey information. The PIT also requires participation by all emergency shelters and transitional housing projects in the region, including those that do not normally utilize the region's Homeless Management Information System (HMIS) for data collection. After the PIT count was completed, the data was carefully analyzed and validated to meet HUD's high data quality standards.

The count results found in this report were successfully submitted to HUD in time for the May 10, 2024, deadline and have since been reviewed by and approved by HUD Technical Assistance providers. This report is a further evaluation of those count results and is being provided as a guide for which the community can measure how effectively we are addressing the needs of our homeless neighbors.

LIMITATIONS

While the primary purpose of the biennial Point-in-Time count is to quantify the extent of homelessness both locally and nationally, it is important to understand the limitations of this information. One of these limitations is the results represent only snapshot in time and therefore this information does not reflect the total number of people experiencing homelessness throughout the year. Since the count is conducted on a single night in January, other factors such as weather, the number of volunteers available to conduct the count, and the prevalence of COVID may factor into the count's accuracy. As a result of these limitations, it is important to understand that the Point-In-Time Count is only one piece of data used to understand who is experiencing homelessness in our community. Other data that should be considered is data collected through the Homeless Management Information System (HMIS), McKinney-Vento data of youth experiencing homelessness, and data for people in sheltered situations where upon their release they will become homeless, such as hospitals and jails.



ACKNOWLEDGEMENTS

We would like to acknowledge the community of people that contributed to this report.

First and foremost, we would like to thank the people experiencing houselessness that allowed us to interview them to gather the data that is presented in this report.

We would also like to thank:

- The volunteers who spent the early hours of January 31, 2024 assisting us in better understanding our community.
- The regional coordinators who spent significant time assisting with planning and utilized local expertise to ensure the most accurate count possible, including Becky Farris, Samantha Burrows, Natalie Peterson, Edwin Okamura, Jenalee Dawson, Ashley Banta, Tom Cordova and Shawn Delgado.
- Partnership HealthPlan of California who supported the Count by providing bags with supplies to thank people experiencing homelessness who participated by answering surveys.
- All of the jurisdictions and agencies that participated in Count in ways both big and small.

Funding for the 2024 Point in Time Count was provided by the County of Solano and the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo.

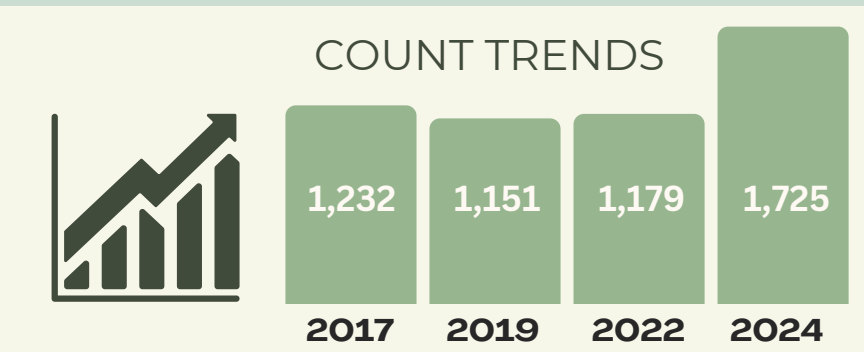
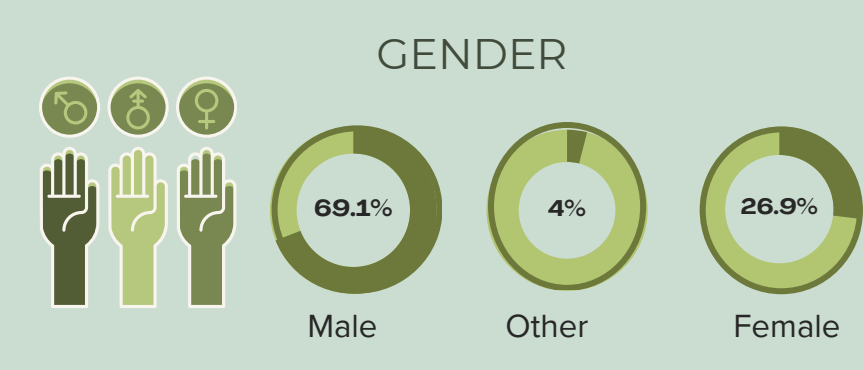
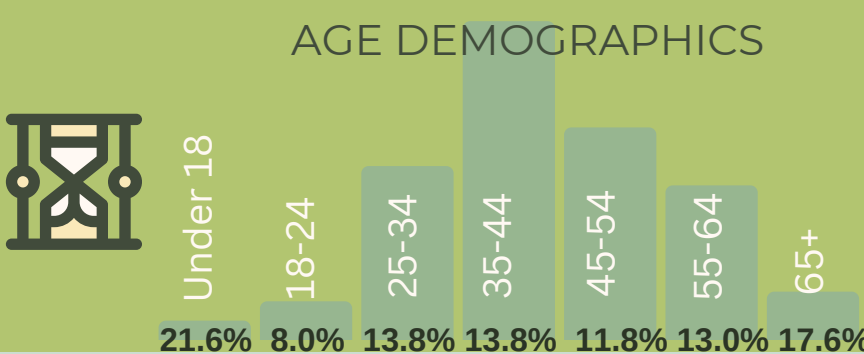
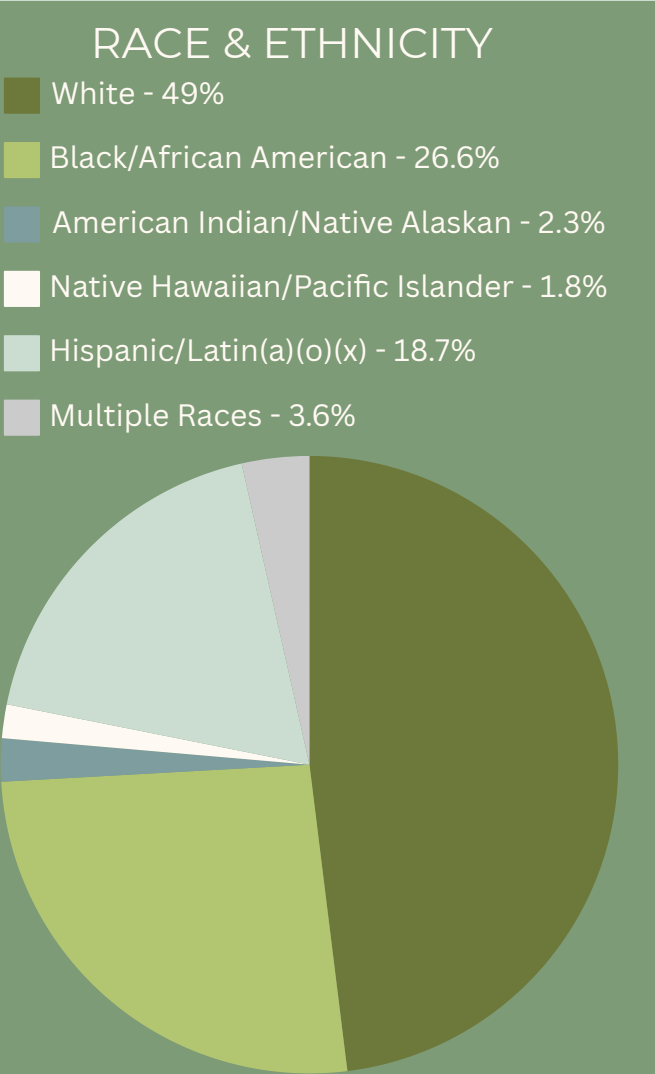
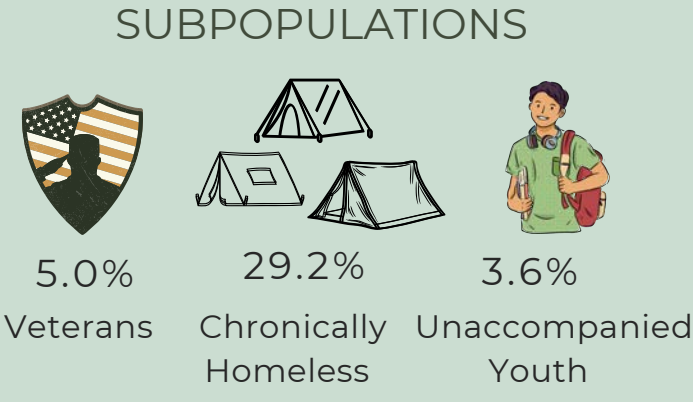
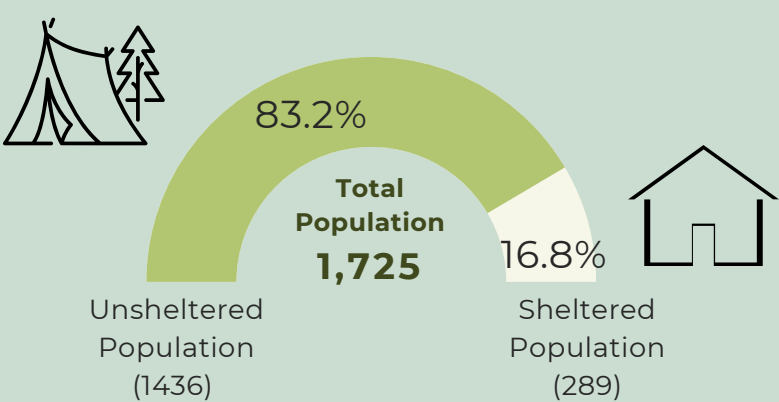
SOLANO COUNTY

Homeless Census & Survey 2024

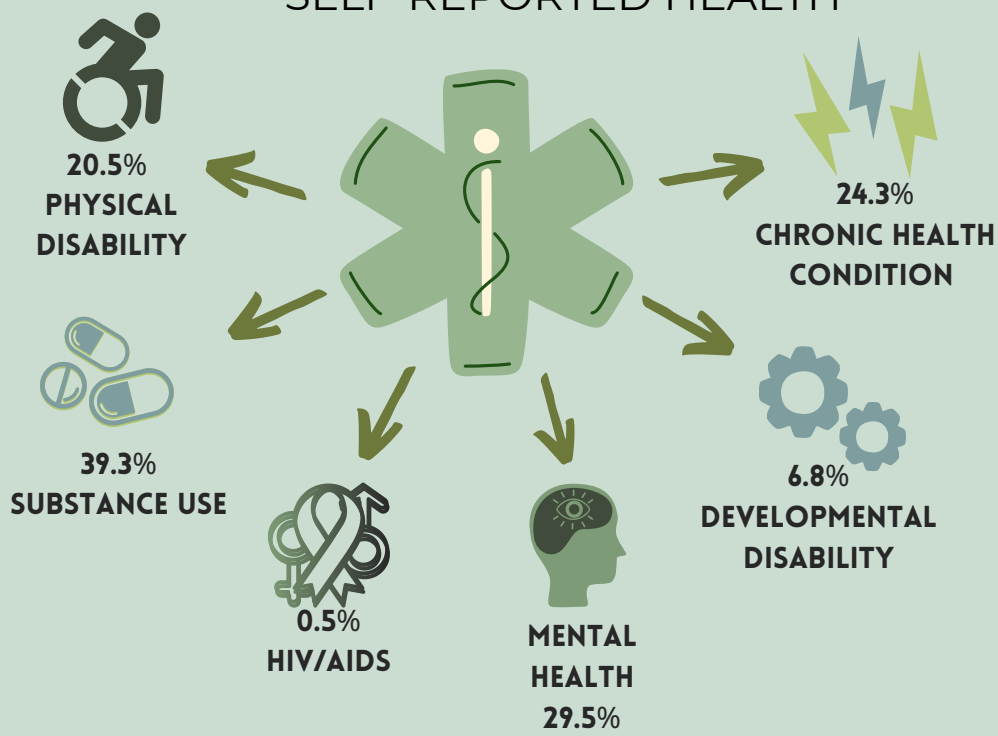
Executive Summary

The Point-In-Time Count is a national initiative to quantify the extent of homelessness and to gather details on the characteristics of people experiencing homelessness.

The 2024 Solano County Point-in-Time Count was a communitywide effort conducted on January 31, 2024. For this snapshot in time, it is estimated that there were 1,725 people either in shelters or living on the streets of Solano County.



SELF-REPORTED HEALTH



46.0% of people counted reported having at least one disability preventing them from obtaining employment and maintain permanent housing.



People experiencing homelessness stay on average 4 days (36%) longer per hospital admission.

SHELTER CAPACITY



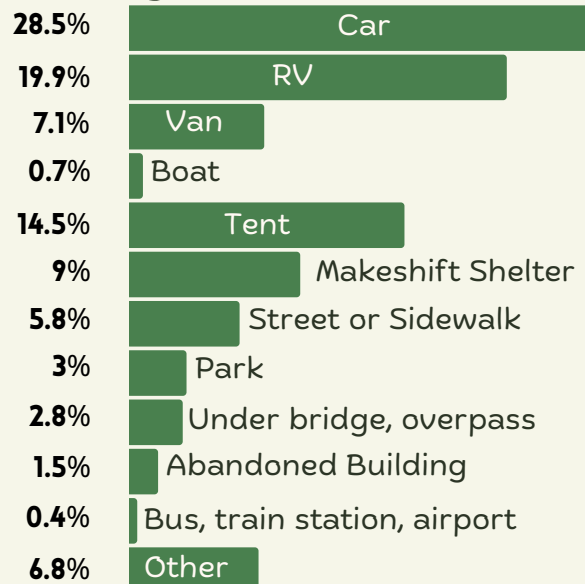
169 (90.4%) Emergency Shelter beds were utilized out of 187 total beds

120 (99.2%) Transitional Housing beds were used out of 121 beds.

SLEEPING LOCATION



Where did you sleep during the night of the count?



REGISTERED VOLUNTEERS

216 registered volunteers organized into 7 regions assisted with the 2024 Count, up from 130 in 2022

7 REGIONS



*CHRONICALLY HOMELESS

Has been continuously homeless for 1 year or more and/or;

An individual with one or more disabling conditions or a family with a head of household with a disabling condition who:

- Has experienced 4 or more episodes of homelessness within the past 3 years
- An individual with one or more disabling conditions or a family with a head of household with a disabling condition who:

^ Multiple response question, results may not add up to 100%

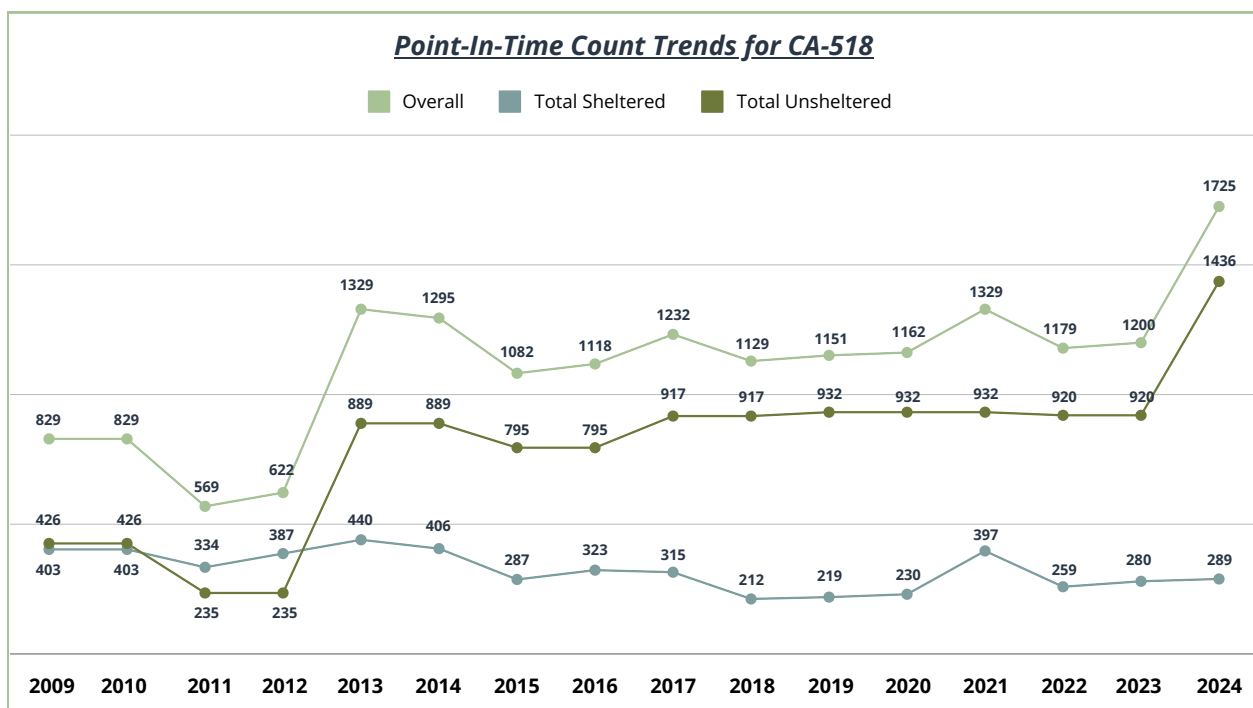
+ Only displaying top responses

Note: Some percentages have been rounded so total percentage will equal 100%

KEY FINDINGS

The Point-in-Time Count data from 2024 found that 1,725 people were experiencing homelessness on a single night in January in Solano County. This is an increase of 546 people (46.3%) from the last full Unsheltered PIT count conducted in 2022. This year the number of people counted living unsheltered in Solano County increased by 56.1%. In 2022, Solano County counted 920 unsheltered homeless individuals while only 259 were counted in shelters. In 2024, 1,436 people were counted living unsheltered. There were also 289 people in shelters on the night of the count, an 11.6% increase from 2022.

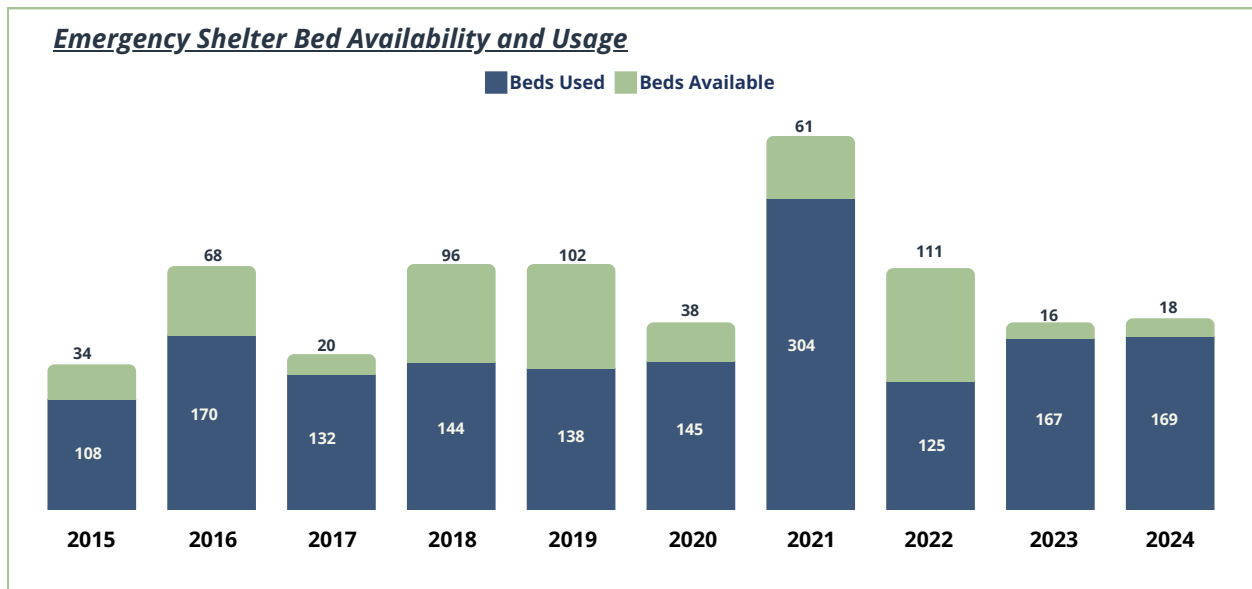
Individuals accounted for 1,653 (95.8%) of the total homeless population. There were 72 people (4.2%) found in households with at least one adult and one child and 7 people (0.4%) in households with only children under age 18. Over the last ten years, Solano County has seen the total number of people experiencing homelessness counted during the PIT increase by 33.2% with the number of people living unsheltered increasing by 61.5%.



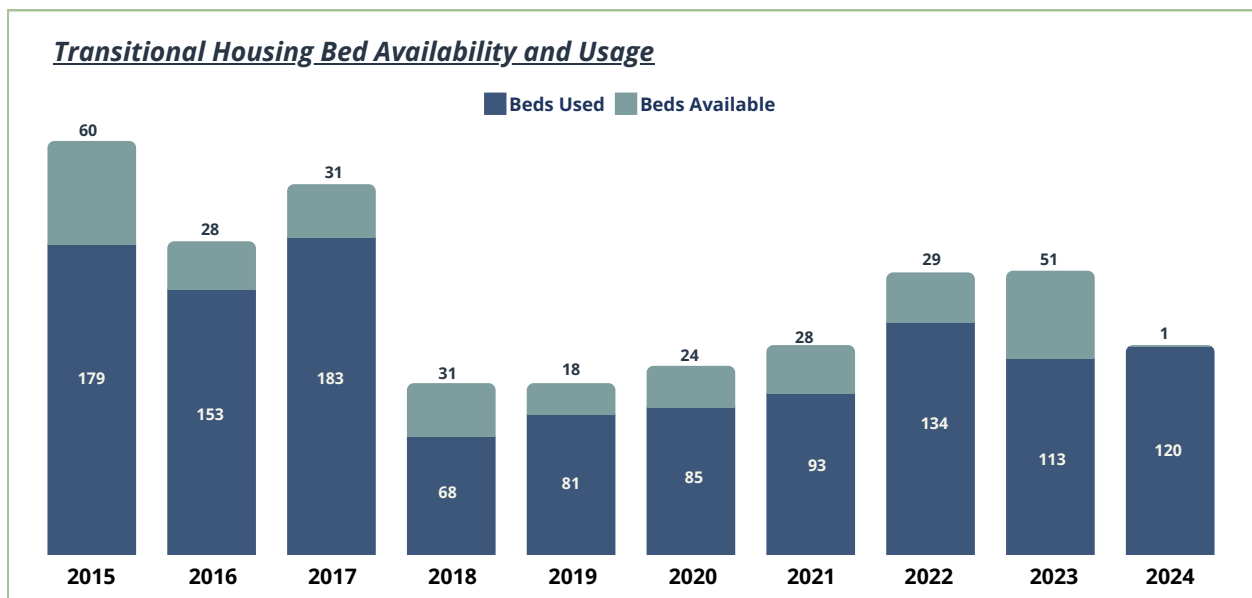
While the number of people experiencing unsheltered homelessness has increased in the 2024 count, it is important to note that this may be reflective of more people experiencing homelessness, but also may be at least partially attributed to how the count was conducted. Overall, in 2024 there were 216 registered volunteers to assist with the count, up from 130 registered volunteers in 2022—a 66% increase. This leads to a more thorough canvassing of count areas and ideally a more accurate count.

SHELTER CAPACITY UTILIZATION

The shelter capacity utilization is calculated by comparing the number of people who were indicated to be staying in the emergency shelter and transitional housing beds with the total number of beds indicated to be available according to the Housing Inventory Count (HIC) submitted to HUD. For the night of the count, 169 of the 187 Emergency Shelter beds (90.4%) were used and the remaining 18 (9.6%) were not. The HIC does not identify the reason that the beds were vacant. As seen in the chart below, the bed utilization rate has increased over the last 10 years of the HIC.



For transitional housing, 120 of the 121 beds (99.2%) were utilized on the night of the count, again show an increase in utilization over time.

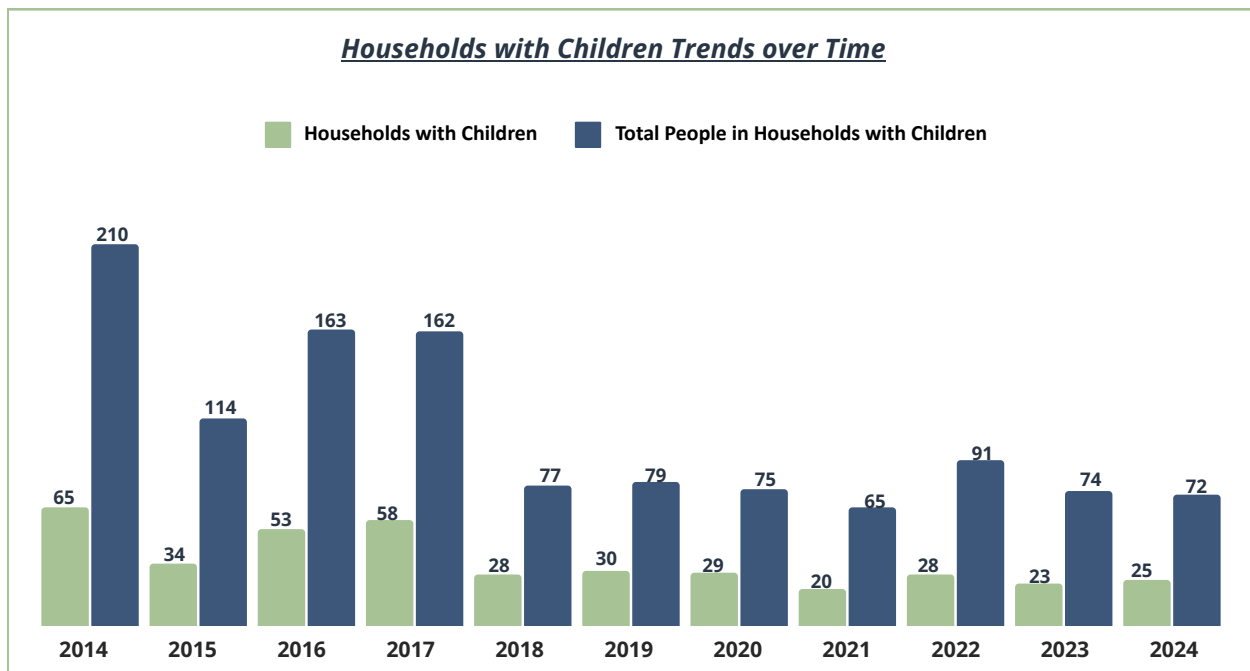


HOUSEHOLD COMPOSITION

According to HUD, a family or household is simply one or more individuals who live together. Members of the family do not need to be related by blood, marriage, or in any other legal capacity.

Within the overall homeless population, individuals accounted for an estimated 1,653 (95.8%) of the homeless population whereas the remaining 72 (4.2%) were from 25 households with at least one adult and one child. Census data for Solano County indicate the average household size for families is 2.84 people. The average household size for homeless families was similar at 2.88 people.

The number of families experiencing homelessness decreased by 10.7% from 2022 to 2024 and the number of people in families decreased by 20.9%. Since the 2014 Point-in-Time Count, the number of homelessness families decreased 61.5% from 65 to 25. The number of people within family households decreased 65.7% from 210 people to 72.



Within Emergency Shelters and Transitional Housing projects, there were 14 households with both adults and children. 43.8% percent of the individuals making up these households were adults over the age of 25, 6.3% percent were young adults 18-24, and the remaining 50.0% percent were children under the age of 18. The household composition for the unsheltered count found an estimated 11 households with both adults and children with a total of 40 household members. Within these households, 42.5% percent were adults over the age of 25, 45.0% percent were children under the age of 18, and 12.5% between the ages of 18-24 were represented.

ADULTS IN HOUSEHOLDS WITHOUT CHILDREN OVER TIME

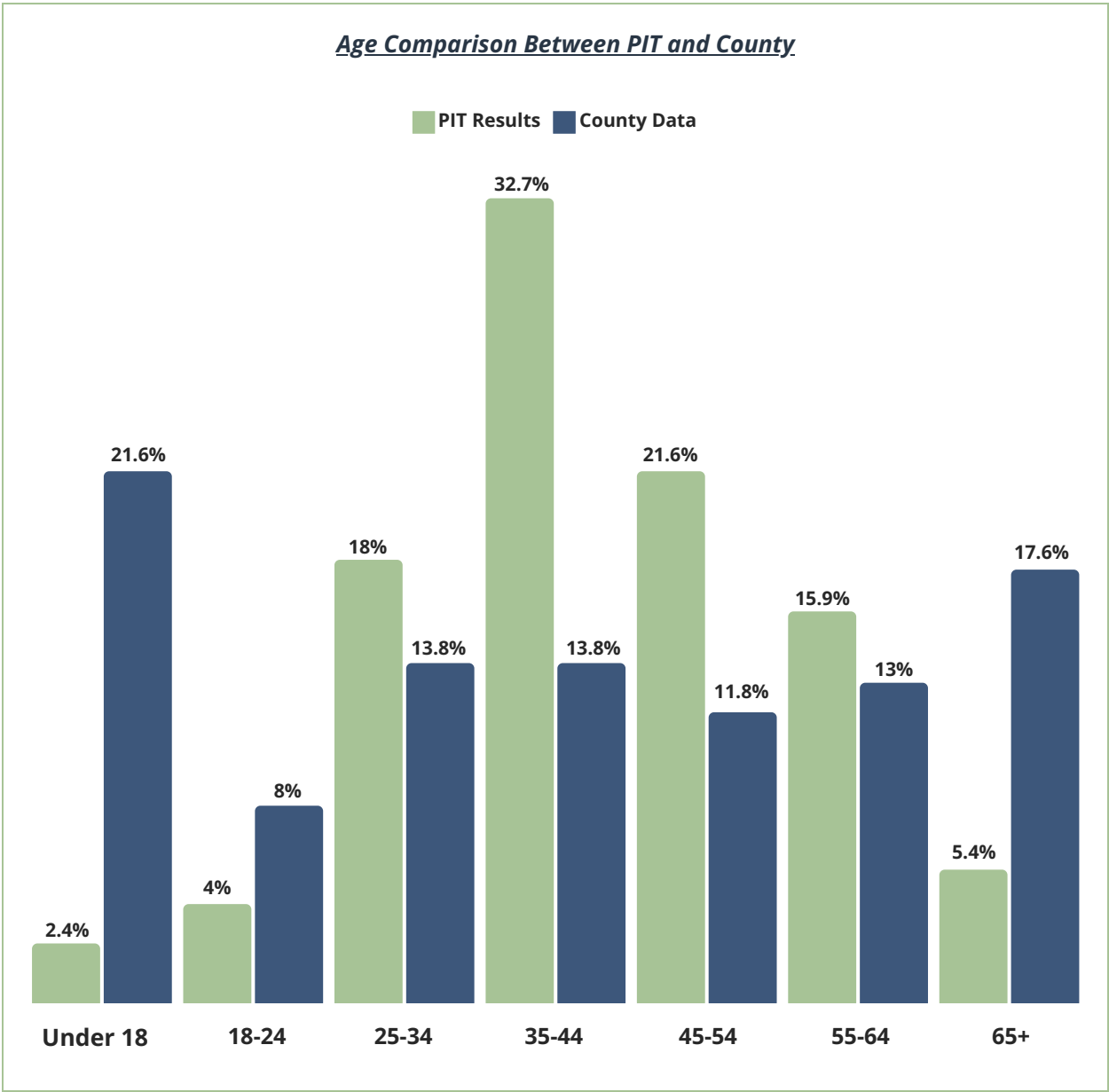
The Emergency Shelter and Transitional Housing projects also served 256 people in households without children. Of these, 9.8% percent were young adults (those between the ages of 18 to 24) and the remaining 90.2% percent were adults over the age of 25.

The unsheltered count estimated 1,390 people in households without children. Of these, 2.7% percent were young adults (those between the ages of 18 to 24) and the remaining 97.3% percent were adults over the age of 25.



AGE DEMOGRAPHICS

The age characteristics vary depending on both the household composition as well as whether those being counted were in shelters or unsheltered.



Within the sheltered population in Solano County, there were 245 persons of the age 25 and older, 27 persons between the age of 18-24, and 17 persons under 18. The number of adults saw an 54.3% increase, while those between the ages of 18-24 decrease by 36.0% and children under 18 saw a 54.0% decrease between 2022 and 2024.



There were 14 households with both adults and children and within these households 50.0% were children under the age of 18, 6.3% were young adults 18-24, and 43.8% were adults over the age of 25. The average household size was 2.29 people. There were 256 households without children with 9.8% being young adults and the remaining 90.2% being adults over the age of 25. Young adults used a smaller percentage of the transitional housing beds (44.4%) than the 55.6% used by young adults in emergency shelters. Within the unsheltered population in Solano County, 1,370 individuals were reported as 25 or older, 42 were between the ages of 18-24, and 20 were reported as children under 18. This represents a 58.0% increase in unsheltered adults above 25 years old, a 68.0% increase in the number of people between the ages of 18-24, and a 29.0% decrease in the number of children under 18 experiencing unsheltered homelessness.

Within the total homeless population, including both sheltered and unsheltered, Solano County saw a 51.2% increase in homelessness among adults while the population under 18 decreased -37.0% from 2022 to 2024. Young adults increased 3.0% from 67 in 2022 to 69 in 2024.

When comparing the Solano County 2024 Point-in-Time Count of people experiencing homelessness to Census information, individuals under 18 represent 2.1% and 21.6% respectively. In opposition to this comparison, those experiencing homelessness between the ages of 35-44 make up 32.6% of the homeless population while they represent 13.8% of the greater populace.

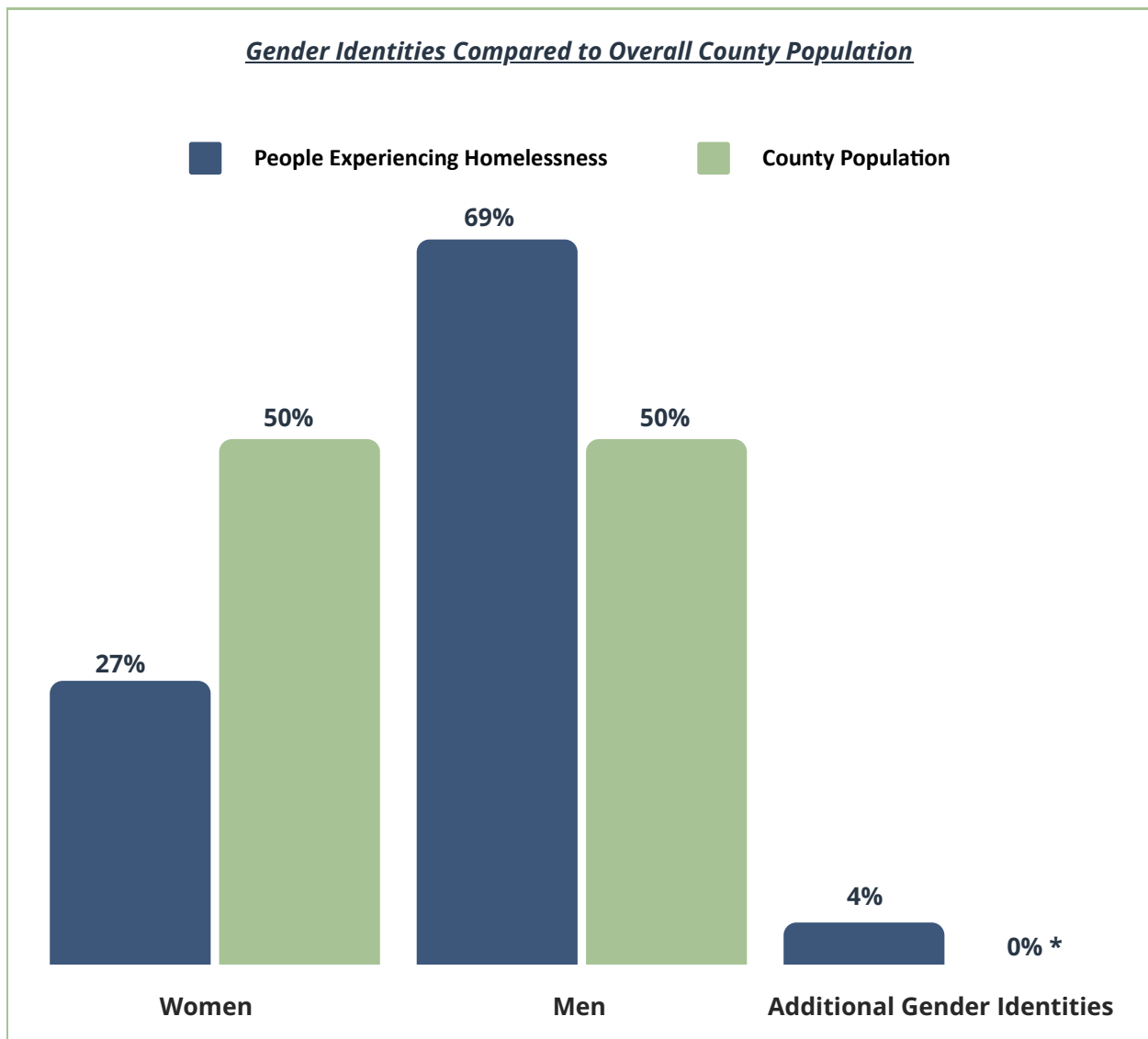
Within Solano County individuals 65 years and older made up 12.1% and 4.0% of sheltered and unsheltered populations, respectively. Within the overall homeless population, individuals over 55 accounted for 21.2% of those recorded as people experiencing homelessness while representing 30.6% of the general population. At a national level, over 19.6% of the homeless population is made up of individuals over 50 years old.

1. [The U.S. Census Bureau. \(2022\). American Community Survey: Demographic and Housing Estimates.](#)

GENDER

Males comprised most of the homeless population with 1,191 (or 69.0%) of the total population whereas females accounted for 466 (or 27.0%) and other gender groups accounted for less than 3.9% with 68. Compared to census information, 50.0% of the population was recorded as male and 50.0% was recorded as female. It is important to note that the US Census data currently does not provide gender demographic data beyond male and female.

Within Family Households, the survey findings showed that 61.1% of respondents identified as female and 38.9% identified as male. There were no other genders identified on the night of the PIT within family households.

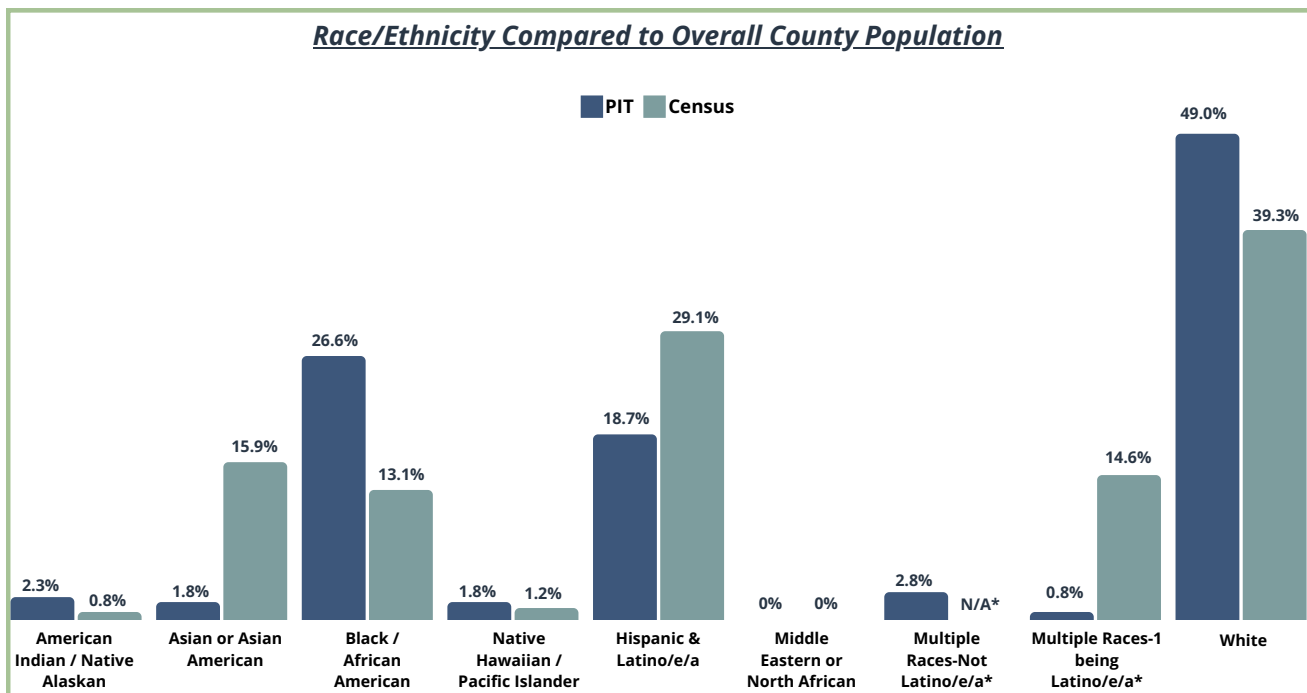


**Census data does not currently provide figures for Gender Identities outside of Male and Female*

RACIAL DISPARITIES IN THE HOMELESS POPULATION

Most Black, Indigenous, and People of Color (BIPOC) groups, especially African Americans, experience homelessness at higher rates than people who are White. Nationally, according to the 2023 Annual Homelessness Assessment Report (AHAR), African Americans accounted for 37.3% of all people experiencing homelessness and 50.0% of people experiencing homelessness as members of families with children, despite being 12.5% of the U.S. population.³ Within Solano County, people who identify as Black or African American constitute 13.1% of the overall population yet comprise 26.6% of the homeless population.

While the numbers are smaller, there is also a higher prevalence of people who are American Indian or Native Alaskan as well as those who are Native Hawaiian and Pacific Islanders. While the US Census data indicates American Indian / Native Alaskans comprise 0.8% of the overall population this group accounted for 2.3% of the homeless population. Similarly, 1.2% of the population in Solano County is Native Hawaiian or Pacific Islanders yet 1.8% were found to be experiencing homelessness during the PIT Count.



Typically, people who are White, as well as Asian Americans, are well under-represented in the homeless population. However, within Solano County, the census data indicates 39.3% were White and 15.9% were of Asian descent and yet comprised 49.0% and 1.8% of the homeless population, respectively.

This year, HUD reassigned the Ethnicity Category of Hispanic/Latina/e/o to a Race Category. In Solano County 29.1% of the county's population identify as Hispanic/Latina/e/o, while 18.7% the population experiencing homelessness identified as such.

³ The U.S. Department of Housing and Urban Development. (2024). *The 2023 Annual Homeless Assessment Report (AHAR) to Congress*.

RACIAL COMPOSITION FOR SHELTERED AND UNSHELTERED

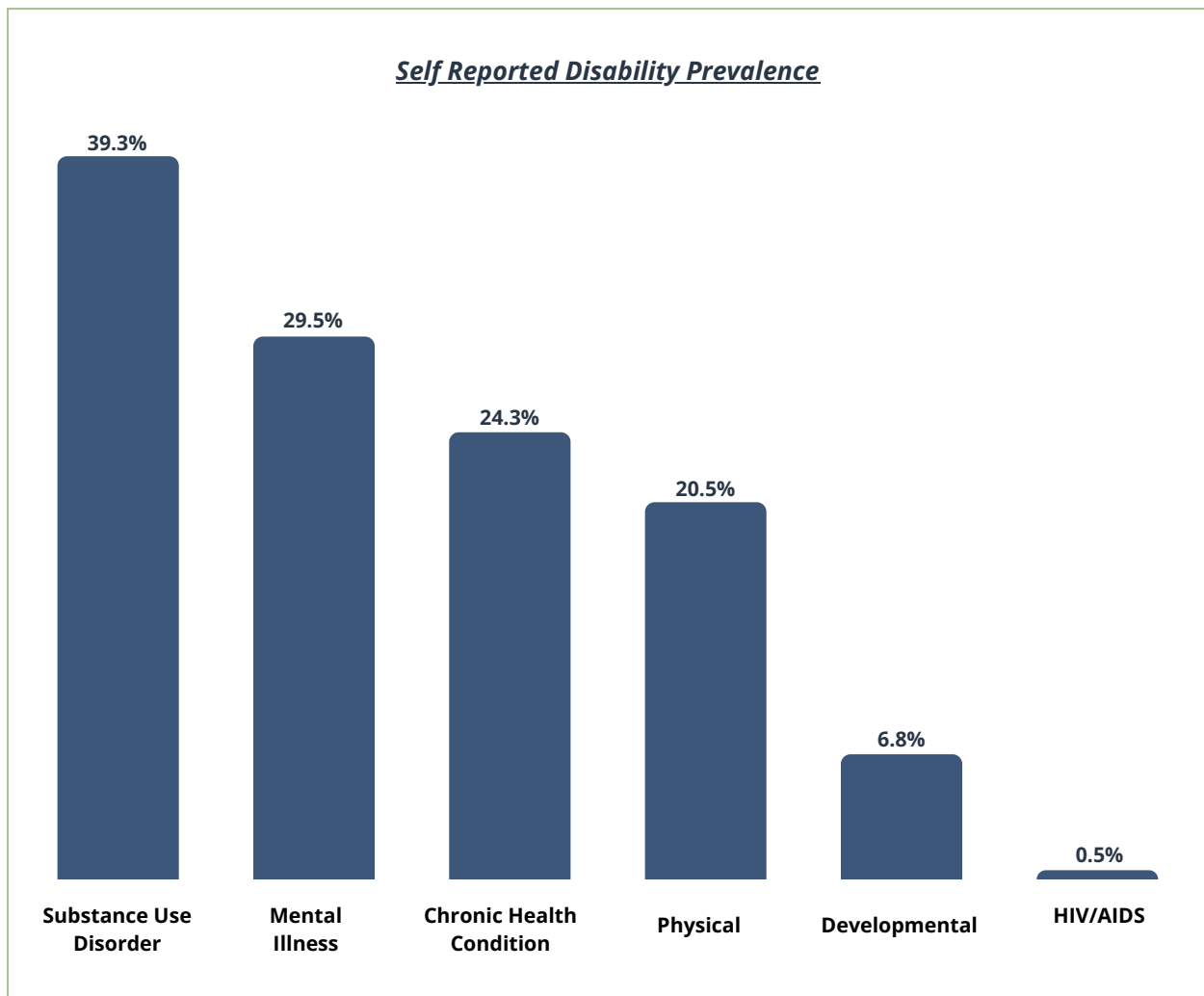
Of the people experiencing sheltered homelessness in Solano County, 31.1% identified as Black or African American and 54.3% identified as White. For those experiencing unsheltered homelessness, 25.6% identified as Black or African American and 47.8% identified as White. In comparison to national data, Black or African American people were 44.5% of the overall sheltered population and White people were 45.1% of it. Among people experiencing unsheltered homelessness, Black or African American people comprised 26.2% of the population and White people were 56.9% of it.



HEALTH & WELLNESS

According to the National Health Care for the Homeless Council (NHCHC), the average life expectancy for individuals experiencing homelessness is 25 years less than those in stable housing. Without regular access to safe and stable housing, many individuals also lack access to healthcare, experience preventable illness, and often endure longer hospitalizations than those who have safe and stable housing. It is estimated that those experiencing homelessness stay four days (or 36%) longer per hospital admission than non-homeless patients.

The presence of a disabling condition, which can be exacerbated by homelessness, can hinder a person from being able to obtain employment and maintain stable housing. In Solano County, 46.7% of those who completed the Point-In-Time survey were found to have at least one disabling condition. The prevalence rates of disabling conditions for the people experiencing homelessness who were surveyed are shown below.



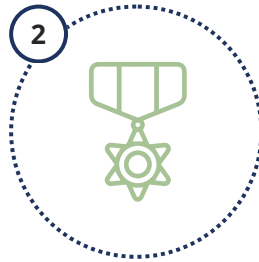
4 *National Health Care for the Homeless Council. (2020). National Homeless Mortality Overview.*

KEY SUBPOPULATIONS

As homelessness is a complex issue, it is often beneficial to focus the conversations on particular “subpopulations.” Three of these key subpopulations are:



People experiencing chronic homelessness



Veterans



Unaccompanied children and transition-age youth

Local progress toward ending homelessness can be evaluated broadly as well as by each of these subpopulations. The following evaluation utilizes data gathered from local Point in Time counts as well as results from the national count.

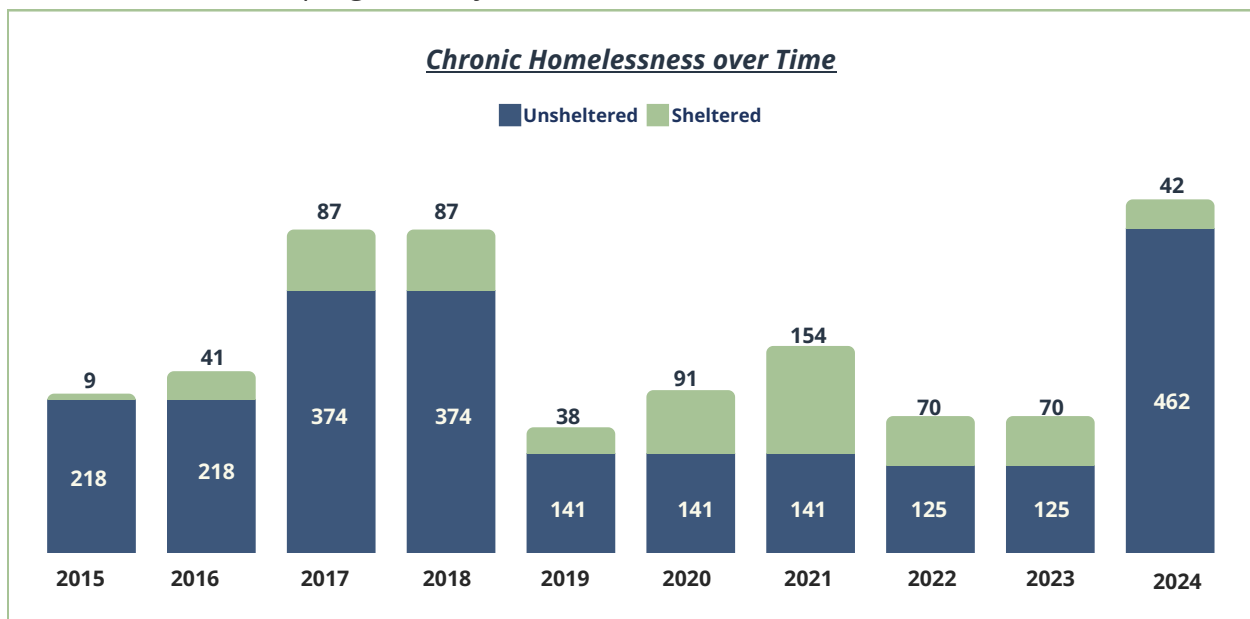


CHRONIC HOMELESSNESS

HUD defines a chronically homeless person as someone who has experienced homelessness for a year or longer—or who has experienced at least four episodes of homelessness totaling 12 months in the last three years—and also has a disabling condition that prevents them from maintaining work or housing. This definition applies to individuals as well as people in family households who meet the definition.

The chronically homeless population represents one of the most vulnerable populations experiencing unsheltered homelessness; the mortality rate for those experiencing chronic homelessness is four to nine times higher than that of the general population. The chronic homeless population tends to have higher community costs attributed to emergency room visits, interactions with law enforcement, incarceration, and regular access to social support and homeless services. These combined costs are often significantly higher than the cost of providing individuals with permanent housing and supportive services.

In Solano County, 42 of 289 people (14.5%) in shelters were determined to be chronically homeless whereas 462 of the 1,436 (32.2%) from the unsheltered count were determined to be chronically homeless. The number of people who reported experiencing chronic homelessness went up significantly in the 2024 Count



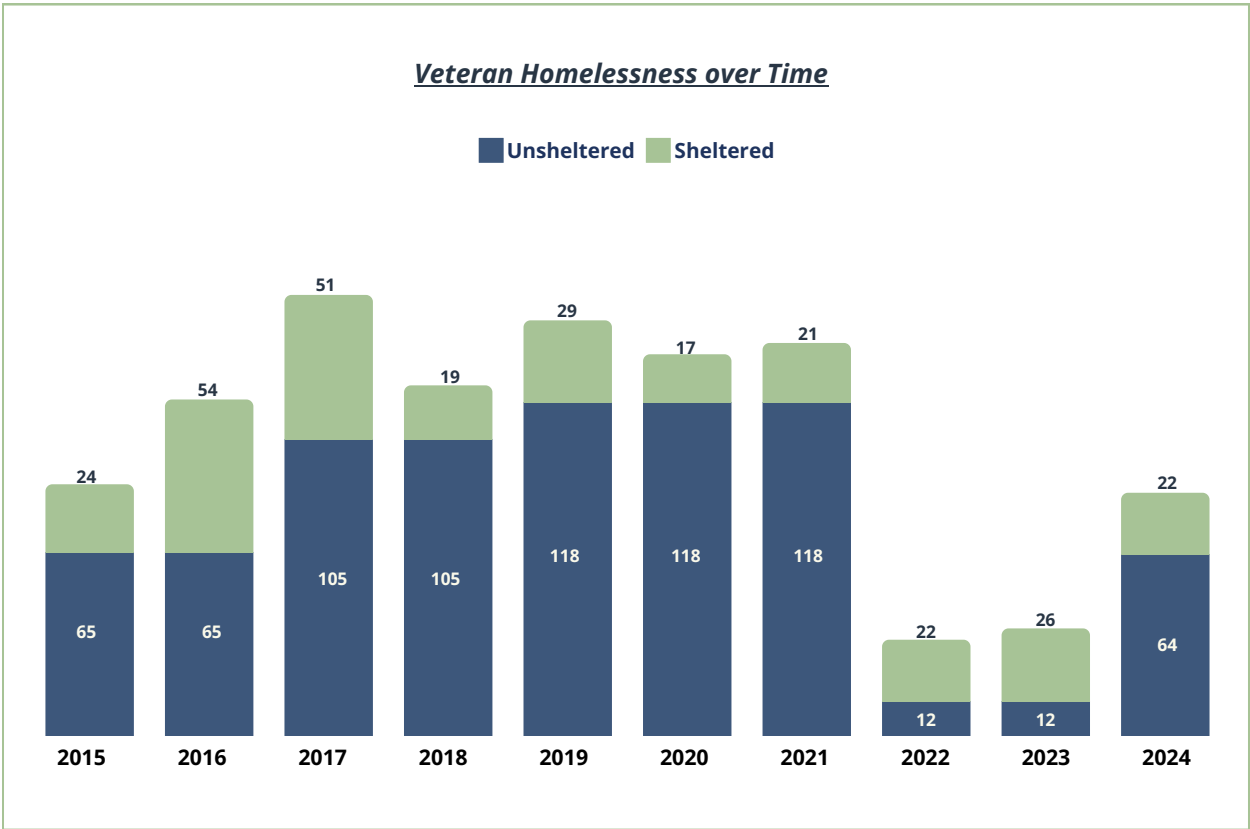
In the 2023 Annual Homelessness Assessment Report (AHAR), HUD found that 154,313 individuals were experiencing chronic homelessness, which is just under one-quarter of all homeless individuals. Within Solano County, 485 of 1646 (29.5%) individual adults were estimated to be chronically homeless. For households, the percentages are lower with 19 of the 72 (26.4%) people in households with at least one adult and one child considered to be chronically homeless.

5. *USICH. 2010. Supplemental Document to the Federal Strategic Plan to Prevent and End Homelessness.*

VETERANS

U.S. veterans experience conditions that place them at increased risk for homelessness. Veterans experience higher rates of post-traumatic stress disorder (PTSD), traumatic brain injury (TBI), sexual assault, and substance use. Veterans experiencing homelessness are more likely to live on the street than in shelters and remain unsheltered for extended periods.

The U.S. Department of Veterans Affairs (VA) provides a broad range of benefits and services to veterans of the U.S. Armed Forces. These benefits can involve different forms of financial assistance, including monthly cash payments to disabled veterans, health care, education, and housing benefits. In addition to these supports, the VA and HUD partner to provide additional housing and support services to veterans currently homeless or at risk of homelessness. Within Solano County's PIT count, 86 people identified as a veteran. This represents 5.0% of all adults counted on that night. There were no households or children found to be affiliated with any veterans. There were almost three times the number of veterans living unsheltered than those staying in shelter. Males made up 87.2% of the population with only 11 females total between sheltered and unsheltered groups.



Within shelters, 1 veteran was determined to be chronically homeless and 27 of the unsheltered veterans were determined to be chronically homeless.

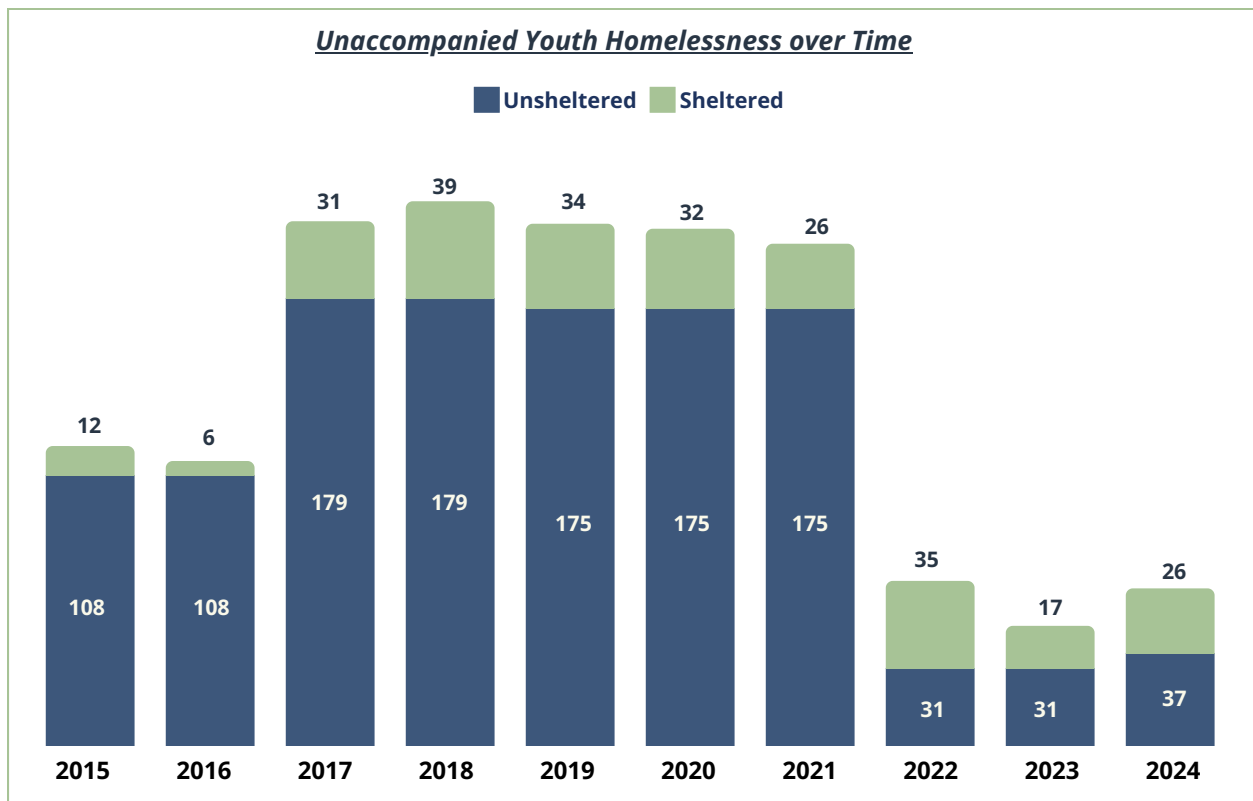
6. [National Coalition for Homeless Veterans. Veteran Homelessness.](#)

UNACCOMPANIED AND PARENTING YOUTH

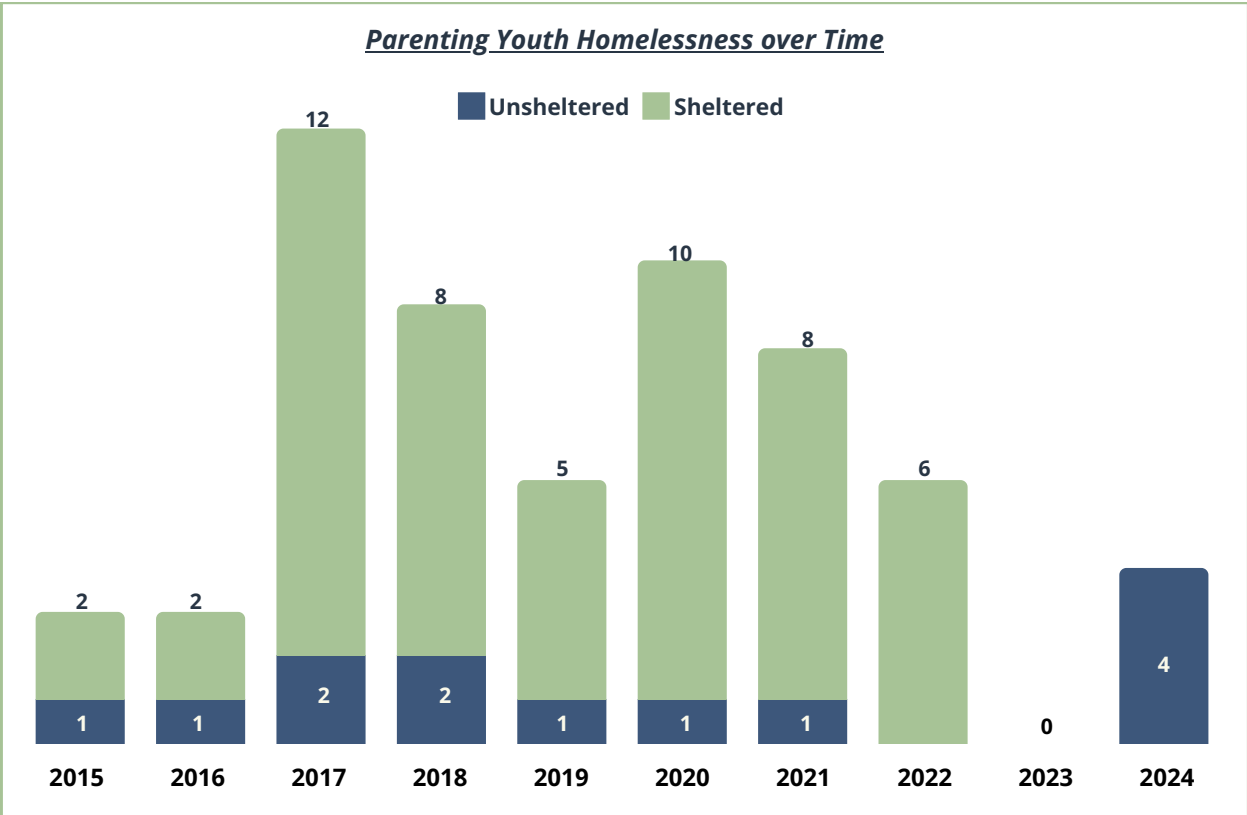
Young people experiencing homelessness have more difficulty accessing services, including shelter, medical care, and employment. Potential reasons for this include the stigma of their housing situation, lack of knowledge of available resources, and a lack of services targeted to young people.

Although largely considered an undercount, nationwide estimates from 2020 suggest there are about 34,000 unaccompanied youth experiencing unsheltered homelessness and in public shelters, with most being between the ages of 18 and 24. According to the 2020 AHAR *"Compared to all individuals experiencing homelessness, unaccompanied youth were more often non-white (52% of youth vs. 46% of all individuals), Hispanic/Latino (25% vs. 20%), female (39% vs. 29%), or identifying themselves other than as male or female (4% vs. 1%)."* In comparison, females represented 42.9% of the Solano County findings, and 3.2% identified as a gender other than male or female. The sheltered unaccompanied youth represented 41.3% of the population with 11 of the 63 total being found in transitional housing.

In 2024, Solano County counted 63 unaccompanied youth under 25 while in the most recent previous full PIT count in 2022, there were 66 persons under age 25. This represents a 4.5% decrease between counts. Additionally, 4.8% of unaccompanied youth were counted as under 18.



7. U.S. Department of Housing and Urban Development. (2021). HUD Releases 2020 Annual Homeless Assessment Report Part I



Youth who find themselves parenting while experiencing homelessness have to deal with additional challenges than their counterparts. This subcategory is significantly smaller whether by being collected under the umbrella of another household at the time, greater chances at couch surfing, or more difficult to find. While the total number has consistently fallen since 2020 and reaching zero in 2023, this year it has risen to 4 which is still lower than 2022. However, it is worth noting that the 6 found in 2022 were in transitional housing and the 4 found this year, were all unsheltered.



THE UNSHELTERED COUNT

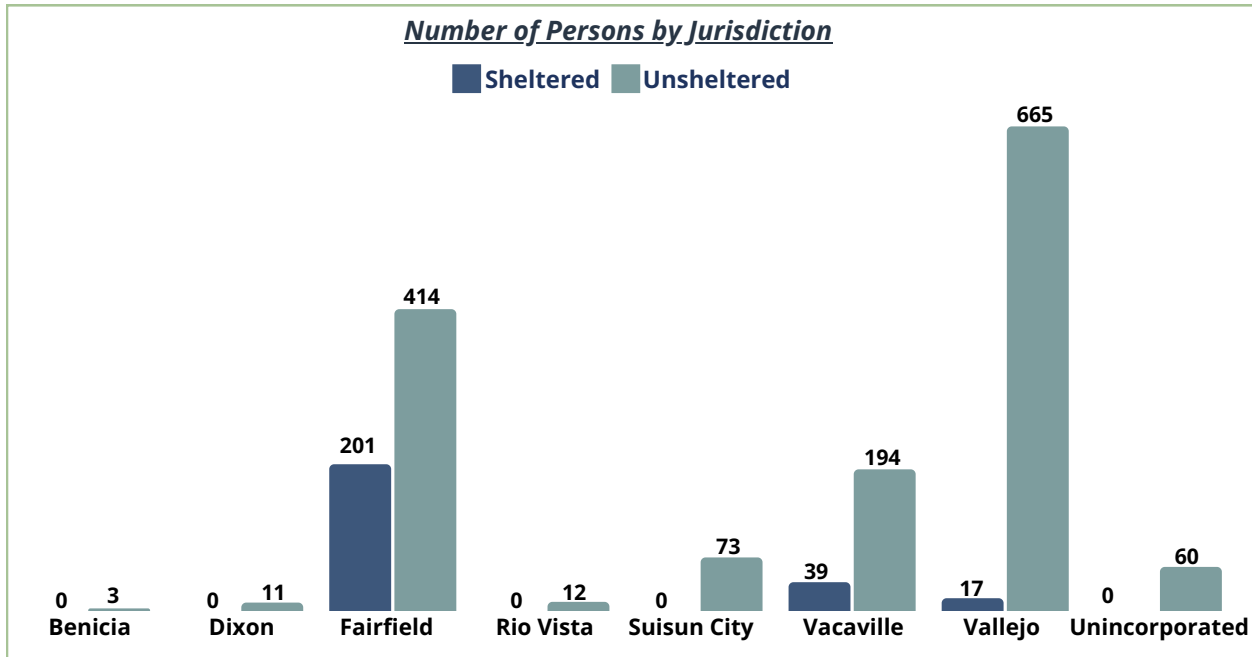
Solano County's estimated unsheltered population for the night of the count was 1,436 people which comprised 83.2% of the total homeless population of 1,725. The Count and survey results were gathered by 216 registered count volunteers.



Within the 7 locales, there were a total of 216 registered volunteers: 7 in Benicia, 6 in Dixon, 72 in Fairfield, 8 in Rio Vista, 22 in Suisun City, 27 in Vacaville, and 70 in Vallejo (note: additional volunteers may have been present assisting with activities not requiring registration). The volunteers used the Counting Us app developed by Simtech Solutions to canvas and survey people experiencing homelessness in the areas they each were designated to canvas.

JURISDICTIONAL INFORMATION

The Point-in-Time Count data collected this year presents the unsheltered individuals by their jurisdictional location including the seven cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo, and unincorporated Solano County. The majority of individuals counted during the PIT Count were found within 3 regions. Vacaville had 233 total counted while Fairfield counted 615 individuals and Vallejo counted 682 individuals. All other regions counted less than 100.



PEOPLE EXPERIENCING HOMELESSNESS IN VEHICLES AND MAKESHIFT SHELTERS

In the California Bay Area, the issue of homelessness has taken on a distinct form with a notable population living in vehicles. Amid the backdrop of Silicon Valley's prosperity, many individuals and families find themselves seeking refuge in cars, vans, and RVs, often parked along residential streets or in designated safe parking areas. This mode of living, while offering some semblance of stability and privacy, comes with significant challenges. Access to basic amenities like sanitation and healthcare remains limited, and the transient nature of housing makes accessing social services and employment opportunities more complicated. Despite these hardships, community organizations and local governments are working to provide support, offering safe parking initiatives, outreach programs, and advocacy efforts to address the complex needs of those living on the margins in one of America's wealthiest regions. In Solano County, 28% of the population experiencing unsheltered homelessness was found to be living in vehicles or makeshift shelters.

PEOPLE EXPERIENCING HOMELESSNESS NOT COUNTED IN THE PIT

While the PIT Count provides an important picture of people in our community who are experiencing homelessness, it utilizes the HUD definition of homelessness, which includes people experiencing unsheltered homelessness and people staying in emergency shelters and transitional housing, this does not show the complete picture of all those who may be experiencing housing instability. The following data is not included in the PIT Count but is provided to give a more in-depth overview of who is experiencing housing instability in our community.

MCKINNEY VENTO DATA

Schools are required to collect data on children and youth who lack a fixed, regular, and adequate nighttime residence, commonly known as McKinney-Vento Act data. This includes:

- Children and youth who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason
- Children and youth who may be living in motels, hotels, trailer parks, shelters
- Children and youth who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings
- Children and youth who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings, or
- Migratory children who qualify as homeless because they are children who are living in similar circumstances listed above

Some children and youth who meet this definition may be included in the PIT Count, but others, such as children and youth sharing housing due to loss of housing, economic hardship, or a similar reason, are not counted as part of the PIT Count.

Solano County Office of Education Foster and Homeless Youth Services collects data from each school district and charter schools for Solano County. As of February 2024, 1,707 children and youth were identified as meeting the definition of homelessness under the McKinney-Vento Act.

PEOPLE EXPERIENCING HOMELESSNESS EXITING FROM OTHER SYSTEMS OF CARE

While people are experiencing hospitalization or incarceration are not considered homeless at the time they are in those institutions, people leaving those institutions may be exiting into homelessness. In January 2024, Solano County surveyed their jail population and identified that 112 individuals or 22% of those incarcerated at the time identified that they were unhoused.



APPENDIX: COUNT METHODOLOGIES

THE UNSHELTERED COUNT

Fully canvassing a large Continuum of Care (CoC) such as Solano County for the Point-in-Time Count would require a tremendous number of surveyors. Fortunately, HUD supports a “geographic sampling and enumeration” model that enables regions to derive a statistically reliable point-in-time count estimate without necessitating the entire community to be canvassed. The reporting logic used within the Regional Command Center to support this model was developed by Simtech Solutions Inc. in collaboration with statistician and University of Pennsylvania professor, Dan Treglia, PhD. HUD has since authored the “How to Use Sampling within a CoC to Conduct an Accurate Unsheltered Count” paper which aligns with Simtech’s approach.

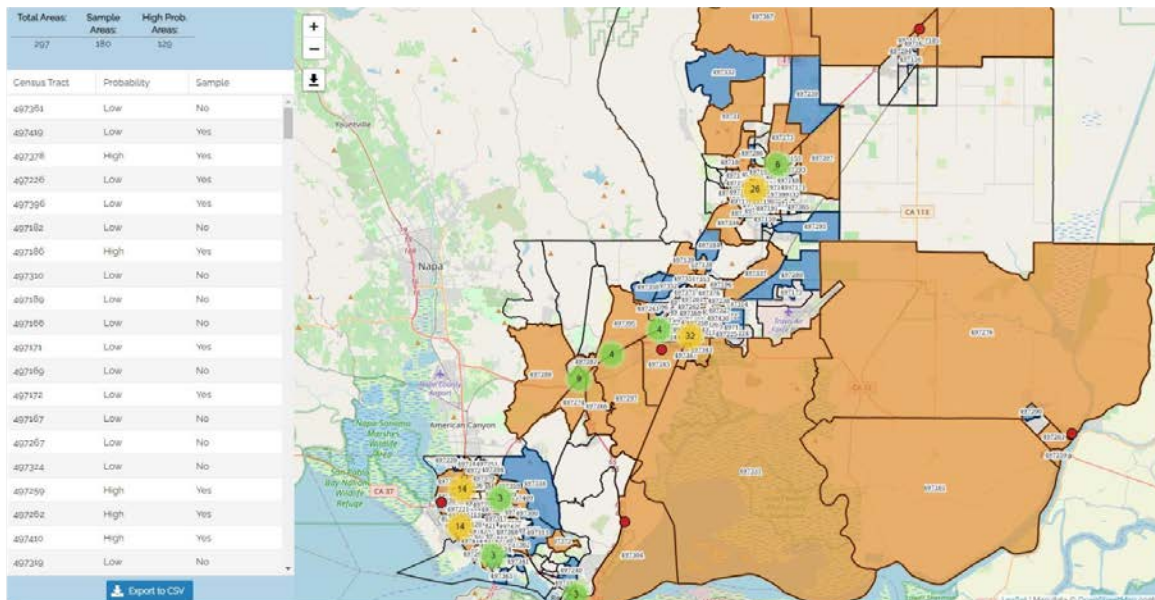


SAMPLING STRATEGY

A stratified random sample was employed to estimate the number of unsheltered people experiencing homelessness across the entire CoC. This approach required designating each of the 297 census are block groups within the geographic boundaries of the COC as either “high” or “low” based on the probability of finding a person experiencing homelessness in that census tract. All high-probability areas, and a random sample of low-probability areas, were canvassed during the PIT count.

DESIGNATION OF THE HIGH PROBABILITY CENSUS AREA BLOCK GROUPS

The high probability designations were based on results from the 2022 PIT count and data gathered during the planning phase by outreach staff of areas known to contain people experiencing homelessness. This information was captured using the “Known Locations Survey” within the Counting Us mobile app. In total, 129 of the 297 census area block groups contained at least three (3) people experiencing homelessness and were subsequently designated as high-probability areas. All 129 block groups were selected for canvassing.



Census area block groups were designated as “high probability” based on Known Locations identified by outreach staff and yyyy PIT Year yyyy PIT Count survey locations. These are the areas in orange on the map.

SAMPLING LOW PROBABILITY CENSUS AREA BLOCK GROUPS

The low-probability census area block groups to be canvassed are chosen through a random, computer-generated sample of all census area block groups that were not previously designated as High Probability areas. For Solano, there are 297 total census area block groups, 129 of which were designated as High Probability. This left a total of 168 low-probability areas to be randomly sampled. Determining the Number of Low Probability Census Area Block Groups to be Sampled Simtech used the formula to the right to estimate the predicted precision of the count estimate, within each CoC, for any given sample size. For Solano, the Confidence Level of 90% and a Margin of Error of 10% were used. This resulted in 49 of the 168 low-probability ability census area block groups needing to be randomly sampled. This means 49 or more tracts need to be canvassed to have a confidence level of 90% that the real value is within $\pm 10\%$ of the measured/surveyed value.

To ensure this threshold was met, 51 block groups were randomly selected instead of 49. Randomly Select Tracts in the Command Center Based on the determination of the number of low-probability census area block groups to be sampled, the “Randomly Select Tracts” function within the Command Center was used to determine which of the tracts are to be canvassed and which are to be ignored. The resulting tract designation is shown below.

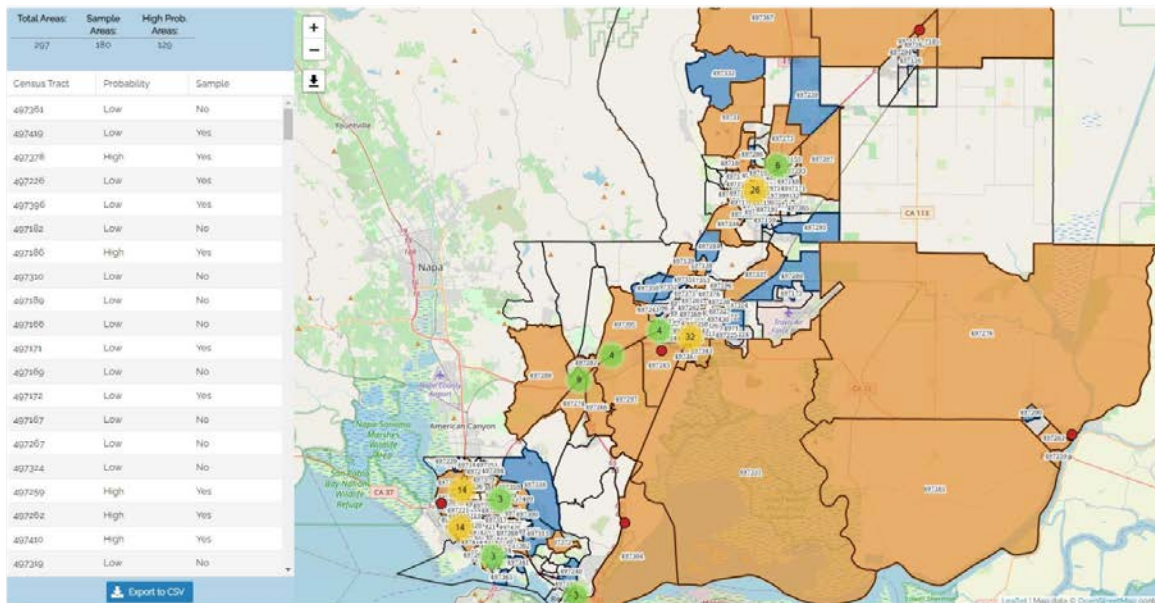
$$n_{LP} = \frac{1}{\frac{d^2}{N_{LP}^2} + \frac{1}{N_{LP}}}$$

Randomly Select Tracts

What percentage of the still available tracts would you like to randomly select?

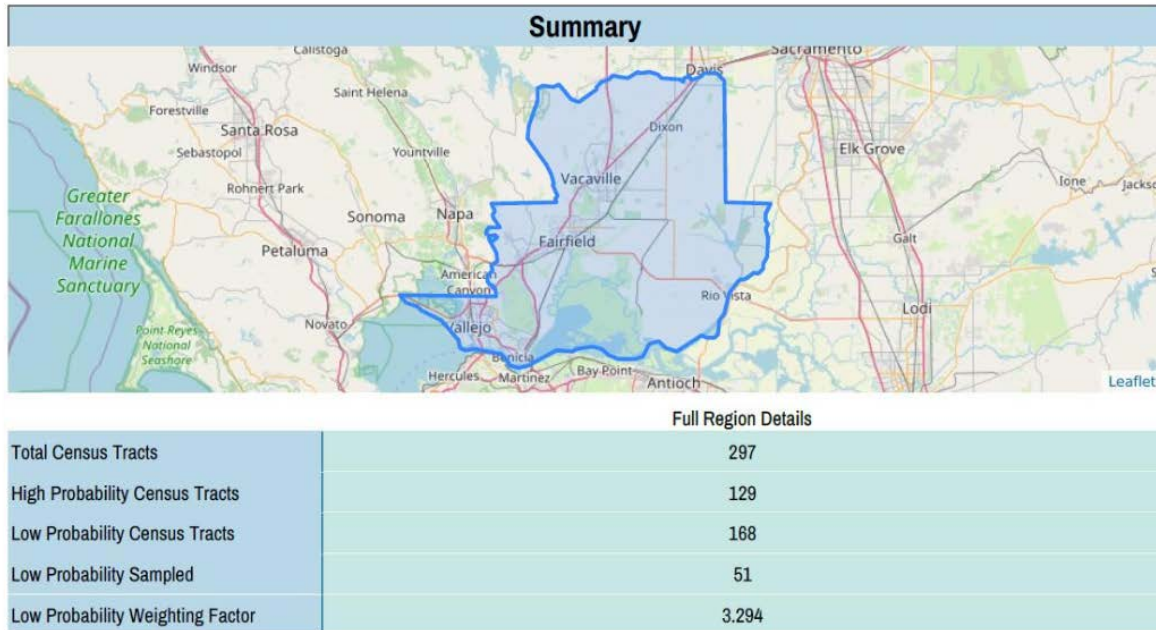
30 % 58 tracts will be selected

Submit Cancel



The sampling setup resulted in 129 total high-probability census area block groups (shown in orange), 51 randomly selected low-probability tracts (shown in blue), and 117 tracts not canvassed (no coloring). The Role of the Weighting Factor in Deriving Estimated Count Figures The Low Probability Weighting Factor is a simple calculation derived by dividing the total number of low-probability census area block groups by the number of low-probability tracts to be sampled.

For example, for Solano, the weighting factor is 168/51 or 3.29. After all low-probability areas that have been randomly selected are canvassed, the count results from these areas are multiplied by the weighting factor to derive estimated count figures for all low-probability tracts in the region.



ENUMERATION OF COUNT RESULTS

Sampling weights, estimates, and confidence intervals are applied differently to high and low probability census area block groups to produce final estimates. Since all high-probability census area block groups are to be fully canvassed, there are no sample weighting factors or confidence intervals applied. The weighting factor is applied to survey figures from the low-probability census area block groups to be sampled to derive estimated figures for all low-probability census area block groups. To ensure the methodological rigor of the PIT estimate, only surveys from areas designated as high probability, or are within low probability census area block groups to be sampled, are included in the results calculation. Surveys from outside of the boundaries of these designated tracts are not included in the results, as doing so would remove the randomness of the random sample.

As shown in the image to the right, the HUD Point in Time Report can be “Run with Sampling” simply by checking off the box shown before clicking “Run Report.” An example of the results for the Solano County is shown below.

The screenshot shows the HUD Point in Time Report configuration interface. Under 'Report Type', 'Unsheltered' is selected. Under 'Additional Report Types', 'Housing Projects' and 'Youth' are selected. In the 'Additional Report Options' section, the 'Run with Sampling' checkbox is checked and highlighted with a red rectangle. Other options like 'Run with Demographic Extrapolation' and 'Previous Flag (SysAdmin Only)' are unchecked. There are also filters for 'Region Geography' and 'Geography', and a 'Run Report' button at the bottom.

	Region High	Region Low	Region Low w/ Geo. Extrap.	Region Total
Total number of persons	888	13	42.82	930.82
Number of children (under age 18)	13	0	0	13
Number of youth (age 18 to 24)	27	0	0	27
Number of adults (age 25 to 34)	141	2	6.59	147.59
Number of adults (age 35 to 44)	250	2	6.59	256.59
Number of adults (age 45 to 54)	159	3	9.88	168.88
Number of adults (age 55 to 64)	109	2	6.59	115.59
Number of adults (age 65 or older)	30	0	0	30
Observed age 25 or older	159	4	13.18	172.18
Unknown Age	0	0	0	0
Chronically Homeless	122	2	6.59	128.59
Veterans	17	0	0	17

Estimated Number of Homeless in Solano County for the night of the 2024 Point in Time Count

After the count was completed, 888 people were counted in the high probability areas, and 13 were counted in the 51 sampled low probability areas. The number of people surveyed (13) was multiplied by the Weighting Factor of 3.294 to derive an estimated count of 43 people for all low probability census area block groups.

DERIVING ESTIMATED COUNTS OF PEOPLE LIVING IN VEHICLES AND MAKESHIFT SHELTERS

The Vehicle/Structure Tally is an optional feature used to count Vehicles and Makeshift Shelters (VMS) that appear to be serving as temporary living situations for people who cannot be engaged. The process for deriving estimates of people living in these situations is as follows:

1. An average count of people sleeping in each vehicle and makeshift shelter type is derived. To calculate this average, the additional question of "Including yourself, how many people are sleeping in this location?" is asked of anyone who responds to the "Where did you sleep during the night of the count?" question with any living situation that is either a type of vehicle or a makeshift shelter. For instances with three or less people surveyed for the living situation, national averages derived from the 68 regions that used Counting Us for the 2024 count, are applied. These averages, and the sample size for each, are shown in the table to the right.

Row Labels	Average of num_sleeping	Total Records
Abandoned Building	1.92	24
Boat	1.55	11
Car	1.75	1430
Makeshift Shelter	1.86	443
Other	1.92	166
RV	2.30	948
Tent	1.72	1278
Van	2.40	482
Grand Total	1.935173568	4782

2. Surveyors use the Vehicle/Makeshift Shelter Tally to count any of these living situations that are believed to contain people sleeping in them who cannot be engaged.

In adherence to the guidance from the HUD Housing Inventory Count (HIC) and Point-in-Time (PIT) Count Notice, these structures are only included in the count estimates if the following conditions are met:

A. The answer to the question "Please indicate whether or not the vehicle or structure appears to be actively being used or if it appears abandoned?" is not "Appears Abandoned." B. For RVs, the RV is counted if the answer to "Please provide details on the condition of the RV?" is not "RV appears to be in good working order and is suitable for habitation" and "Occupants do not have access to sewer, water, and electricity" is selected.

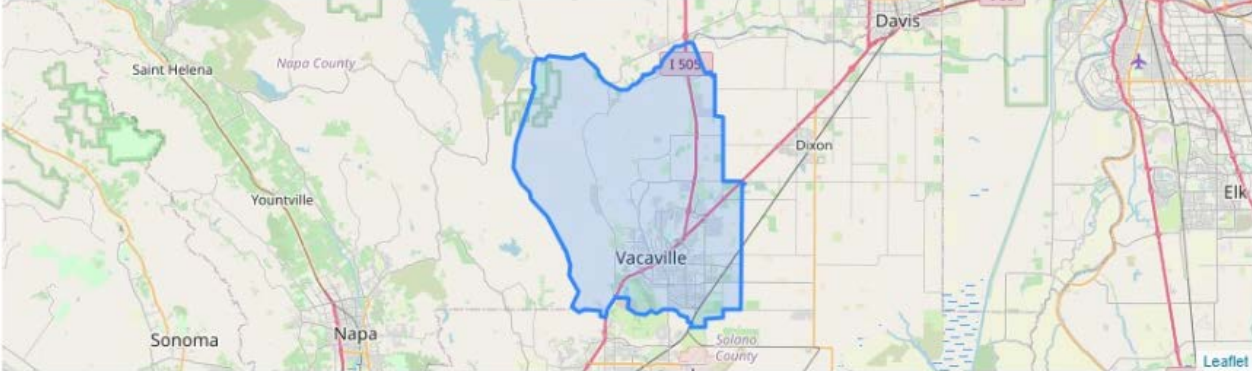
3. The averages derived in step 1 are multiplied by the counts from step 2 to derive an estimated count per vehicle and structure type.
4. The total estimates for each vehicle and structure type are added together to create a total estimated count of people living in VMS for the region. These totals are subsequently weighted based on whether the vehicle or structure was in a low or high-probability area that was designated to be canvassed, as shown in the report image below. This produced an estimated count of 501 people.

Vehicle and Makeshift Shelter Stats					
Vehicle/Structure Type	Avg. People per Vehicle/Structure	# Vehicles/Structures - High Prob. Areas	Est. # People - High	# Vehicles/Structures - Low Prob. Areas	Est. # People - Low
Car	17	83	141	0	0
RV	18	100	180	2	4
Abandoned Building	19	1	2	0	0
Tent	19	38	72	0	0
Van	17	29	49	0	0
Makeshift Shelter	20	22	44	0	0
Boat	16	5	8	0	0
Other	14	1	1	0	0
Total			497		4



DERIVING ESTIMATES IN SUB-REGIONS

Since the number of census area block groups within a sub-region such as a city or town is an insufficient sample size for the purposes of estimations, the estimates for these sub-regions are derived from the estimates calculated at the CoC level. These estimates are based on the number of people counted in high-probability census area block groups within the subregion combined with the weighted average number of people estimated in the low-probability sample.

Summary		
		
	Full Region Details	Sub-Region Details
Total Census Tracts	297	74
High Probability Census Tracts	129	28
Low Probability Census Tracts	168	46
Low Probability Sampled	51	12
Low Probability Weighting Factor	3.294	
Sub-Region Percentage		27.38

For the Vacaville region, 186 people were counted in “high probability” census area block groups. The weighted average for the low-probability block groups is calculated by multiplying the count estimate for all low-probability block groups in the CoC (42.8) with the percentage of low-probability block groups that exist within the sub-region. For Vacaville, the 46 low-probability block groups comprise 27.3% of the 168 total low-probability block groups. This sub-region percentage is multiplied by the count estimate of 42.8 people for the entire CoC to derive a sub-region estimate of 11.72 people. The final count estimate is derived by adding this figure to the 186 people counted in high-probability block groups to derive an estimate of 197.72.

	Region High	Region Low	Region Low w/ Geo. Extrap.	Region Total	Sub-Region High	Sub-Region Low Extrap.	Sub-Region Total
Total number of persons	888	13	42.82	930.82	186	11.72	197.72

CITY OF VALLEJO

ADMINISTRATIVE RULE

SUBJECT: **ENFORCEMENT OF UNLAWFUL CAMPING
ORDINANCE; CLEAN UP OF TEMPORARY
SHELTERS; AND TEMPORARY STORAGE
OF UNATTENDED PROPERTY**

A.R. Number: **7.10**
Date Effective: *09-28-11*
Date Revised: **10-26-20**
 ~~6-17-14~~

I. PURPOSE

The City of Vallejo regularly receives complaints from citizens and businesses throughout the City which relate to health and safety, criminal activity and other concerns arising in and around areas in which individuals have erected temporary shelters.

By this Administrative Rule, the City of Vallejo sets forth its policies and procedures for cleaning up areas in which individuals have constructed temporary shelters, and expresses its intention to implement these policies in a manner which balances the needs and rights of all of its citizens, including the residents of such temporary shelters. This policy does not establish any individual right to erect temporary shelters or otherwise encroach on public or private property.

II. POLICY

The City of Vallejo shall respond to complaints and concerns arising in and around areas in which individuals are unlawfully camping or have erected temporary shelters, in a manner that protects the public health and safety and which complies with applicable state, federal, and local laws.

This Administrative Rule 7.10 seeks to promote a balanced approach to addressing potential negative impacts of encampments, while respecting the need for shelter, safety, and community. Specifically, this Administrative Rule aims to:

- Acknowledge that encampments are born of the necessity to address basic human needs such as shelter, sleep, and community.
- Expeditiously respond to complaints and concerns of citizens arising in and around areas in which individuals are unlawfully camping or have erected temporary shelters, in a manner that protects the public health and safety and which complies with applicable state, federal, and local laws.
- Create a single applicable definition of encampments and the process to respond to encampments.
- Enumerate a continuum of response options, emphasizing proportionality of response in relation to totality of circumstances or impacts present at an encampment.
- Ensure that encampment response does not preclude or replace normal investigation and prosecution of unlawful activity at an encampment.

III. DEFINITIONS

Encampment or Temporary Shelter Encampment is one or more individuals or households:

- Who have been inhabiting a specific public location not meant for human habitation for three or more consecutive days; and
- Who meet at least one of the following conditions:
 - Use temporary sheltering accommodations such as tents, vehicles, or improvised structures that they leave attended or unattended at such public location; and/or
 - Have accumulated materials or personal belongings that they leave attended or unattended at such location.

Personal Property may include but is not limited to clothing, shoes, jackets, tents, backpacks, duffel bags, bicycles, tools, watches, jewelry, audio and video equipment, medications, toiletries, eyeglasses, purse, handbags, personal papers, equipment, photographs, books, and baby strollers.

Trash and Debris is rubble, wreckage, ruins, litter, discarded garbage/refuse, and scattered remains of something destroyed. It includes property that appears to have been discarded by its owner, but the fact that the property is unattended does not necessarily mean that it has been discarded.

Unattended Property is defined in Vallejo Municipal Code section 7.67.020 as any personal property which appears to have been abandoned, discarded, or disregarded by its owner; or property which has been left unattended for an unreasonable amount of time. An “unreasonable” amount of time may be any amount of time. However, any property left unattended for twelve hours or more is presumed to be unattended and shall be processed as set forth in this Administrative Rule. Unattended property shall be handled pursuant to the City’s policies and procedures, and in no event shall it be destroyed without providing owners with notice and a reasonable opportunity to recover the property.

IV. PROCEDURE

The following procedures apply to encampments on both public and private property. However, if the encampment is on private property, unless the encampment is an immediate danger, the City must first obtain an abatement warrant or consent from the owner of the property.

A. Encampment Resolution: Noticing Protocols

When City staff identify an encampment or temporary shelter encampment or a person occupying camp facilities or using camp paraphernalia for the purpose of overnight occupancy in a manner that violates Chapter 7.67 of the Vallejo Municipal Code, enforcement of that Chapter may commence. Unless there is a need for immediate abatement or encampment removal, no police or code enforcement officer shall issue a citation, make an arrest, or otherwise enforce this section against any person unless the following steps are complied with:

1. Verbal Warning

The police or code enforcement officer first orally requests or orders the person to refrain from the alleged violation of this section.

2. 72-Hour Written Notice

If the person fails to comply after receiving the oral request or order, the police or code enforcement officer shall tender a written warning stating that if the person fails to comply with the notice within 72 hours, he or she may be subject to a citation and removal of the encampment by City staff.

The written notice will state that individuals must move their belongings before the conclusion of the 72-hour noticed period or their possessions will be removed and stored according to City's policies. The 72-hour written notice shall be in a form substantially similar to Exhibit A, attached hereto.

The posting and/or service of the 72-hour written notice shall be performed in a manner which is reasonably calculated to provide effective notice to any residents of the adjacent encampment. Where possible, the notice shall describe the area subject to removal as clearly as possible (e.g. the east side of the 400 block of Olive Avenue). The notice shall be served by email and/or facsimile on the organizations that assist residents of encampments including, but not limited to: Vallejo Housing Authority CAP Solano, Mission Solano.

3. Abatement after 72-Hour Notice

After the City has provided a 72 hour written notice, the following must be abated within 72 hours or the Encampment may be subject to removal by the Vallejo Police Department or Code Enforcement:

- Accumulated trash and/or debris must be removed.
- Accumulated objects and/or belongings must be removed.
- Removal of other impacts, other than health or safety, on individual businesses, residents and/or business districts, caused by an Encampment.

B. Immediate Abatement and/or Encampment Removal

Immediate Abatement: After the City has provided oral or written notice, the following must be resolved immediately or the Encampment may be subject to removal:

- Problematic or nuisance behavior must cease.
- Fires or cooking using open flames must cease.
- Violations of the California Health and Safety Codes or other public health concerns must stop.

Immediate Encampment Removal: Conditions which may be subject to immediate Encampment removal (no notice or opportunity to abate required):

- Unsafe location (e.g. traffic medians, close proximity to vehicular travel, slide area or other significant safety concerns).

- Location interfering with youth facilities (e.g. pitcher's mound, children's play yard) or posing other negative impacts to youth or youth facilities.
- Location posing unusual or extreme impacts.
- Criminal or other activity which poses a threat to the safety of the Encampment or to the broader community.
- Significant violations of certain Health and Safety Codes or other significant public health concerns.

Encampment Abatement: Notice Summary

1. 72-Hour Abatement Process – Verbal and then Written Notice
2. Immediate Abatement Process – Verbal Notice

C. Encampment Removal: Process

1. Notice of requirement to abate and/or of impending Encampment removal shall include information on shelters, storage and other services and facilities. Notices shall be posted on occupied tents, telephone poles and other available surfaces within the encampment. If there is wet weather, notices shall be placed in plastic sleeves.
2. While posting the 72-hour written notice, staff shall provide information and encourage individuals to access homeless services and facilities.
3. At the conclusion of a 72-hour notice period, City staff will inform any remaining individuals that they must move or their belongings will be subject to removal by City Staff.
4. During an enforcement action, encampment residents will have a reasonable time to remove their property, as determined by the Vallejo Police Department.
5. If encampment residents do not remove their property, the City may remove and store property consistent with Section D below ("Storage of Personal Property Procedures").
6. To the extent feasible, specific shelter and housing alternatives will be offered to individuals prior to relocation or removal of an Encampment.
7. During each encounter with a resident of an encampment or temporary shelter, if the police or code enforcement officer determines the person may be in need of medical or human services assistance, including, but not limited to, mental health treatment, drug or alcohol rehabilitation, or homeless services assistance, the police or code enforcement officer will provide information about such assistance to the person in need and encourage individuals to access homeless services and facilities.

8. After removing an Encampment, the City will post a written notice or notices in the area where the encampment was located. The notice will describe how and where to pick up unattended items, and shall be in a form substantially similar to Exhibit B, attached hereto.

D. Storage of Personal Property Procedures

1. City staff will take pictures of unattended property before removal, whether the property is personal property or trash and debris. City staff will inventory all personal property with a form substantially similar to Exhibit C.
2. Personal property collected by the City shall be stored without charge, during which time said property shall be available to be reclaimed by the subject owner. After the expiration of 90 days, any unclaimed property will be destroyed or given to charity.
3. The City of Vallejo shall not destroy any material of apparent value which appears to be the personal property of an individual.
4. Unattended property that is clearly trash and debris will be disposed of immediately.
5. City staff shall not store any of the following items because such items are unsafe for storage or considered to be trash:
 - Food
 - Perishables
 - Soiled, wet, or moldy bedding materials or clothes as these items would cause mold
 - Loose or scattered papers
 - Perishable food or personal products that will spoil in storage
 - Personal hygiene products such as toothbrushes or hair brushes
 - Bike parts
 - Mattresses, futons, furniture
 - Broken or disassembled items or those stripped of parts (i.e. flat tires, electronics, torn up clothes)
 - Weapons – weapons will be turned over to the Vallejo Police Department
 - Any item that may attract rodents or insects (containers for recycling or food storage)
 - Hazardous or explosive items such as gasoline cans, propane tanks, batteries
6. When determining whether the property is garbage or personal property and whether the personal property has an apparent value, this should be resolved in favor of the conclusion that the property is valuable and should not be discarded.
7. City staff will keep together all property collected from the same location, bag any loose items, and fill out a storage tag.

8. When doing inventory of an encampment City staff will not open backpacks, boxes, and bags for health and safety concerns.
9. The storage tag will include the date and location of the pickup, the name of the staff who tagged, and a notation indicating whether to store for 90 days. City staff will also provide a copy of the tag to homeless shelters within Vallejo.
10. If anybody believes an item has been damaged or lost, the City of Vallejo will provide a claim form to the owner to seek reimbursement.



GREG NYHOFF
City Manager

October 26, 2020

DATE

EXHIBIT A



72 Hours Notice to Vacate Illegal Campsite & Debris Removal

Penal Code § 647(e)– Any person who lodges in any building, structure, vehicle, or place, whether public or private, without the permission of the owner or person entitled to the possession or in control of it.

Vallejo Municipal Code § 7.67.030 - Unlawful Camping. It shall be unlawful for any person to camp, occupy camp facilities, and use camp paraphernalia, or cause a disturbance or nuisance in public.

Vallejo Municipal Code § 7.67.040– Unlawful Storage of unattended personal property in public.

POSTING DATE: **XX, 2020**

LOCATION: **Under the Sacramento Bridge, North of Tennessee**

1. All encampments, personal property and debris are to be removed by: **January xx, 2020**
2. Any personal property left at the site after this date will be considered abandoned and will be handled in accordance with Chapter 7.67 of the Vallejo Municipal Code and Vallejo Administrative Rule 7.10
3. Any personal property not disposed of will be stored for **ninety (90) days** without charge. After ninety (90) days, unclaimed property will be disposed of.

The City of Vallejo will make a reasonable effort to identify all personal property left at the site but, City Staff will not open backpacks, boxes, and bags because of health and safety concerns. If personal items are left in plain view, the City of Vallejo will collect these items and store them for safe keeping for a period of not less than ninety (90) days. Food; perishables; and soiled, wet, or moldy bedding materials will not be stored due to health and safety reasons. Individuals wishing to reclaim personal property may contact the Community Services Section at 2 Florida Street, Vallejo or call 707-553-7218 Monday through Friday from 8:00 AM to 5:00 PM to schedule a date and time to claim their property.

HOMELESS SHELTER INFORMATION

EXHIBIT B



NOTICE TO PEOPLE ASSOCIATED WITH THE RECENTLY REMOVED ENCAMPMENT

Pursuant to Vallejo Municipal Code chapter 7.67 and Vallejo Administrative Rule 7.10, personal property from the recently removed encampment is being stored by the City of Vallejo for at least 90 days at XXXX Street Vallejo CA 94590.

Individuals wishing to reclaim personal property may contact the Community Services Section at 2 Florida Street, Vallejo or call 707-553-7218 Monday through Friday from 8:00 AM to 5:00 PM to schedule a date and time to claim their property.

EXHIBIT C



PROPERTY INVENTORY FORM

INVENTORY ID NUMBER: _____

Date Picked Up: _____

Time Picked Up: _____

Pick Up Location/Address: _____

Employee Name: _____

Description of Stored Property

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Office of the City Manager • 555 Santa Clara Street • Vallejo • CA • 94590 • 707.648.4576

City of Vallejo Extreme Weather Center Policy

Purpose: To provide guidelines and procedures to open an “Extreme Weather Center” (Center) in the City of Vallejo for the unsheltered population and others who do not have access to adequate shelter. The City of Vallejo may open a Center when the City experiences an Extreme Weather Event in support of or in addition to Solano County’s operations.

Definitions:

Extreme Weather Event – Anytime the National Weather Service (“NWS”) forecasts:

- Two (2) consecutive days with overnight lows below 35 degrees Fahrenheit
- Two (2) consecutive nights of rainfall with major or extreme risk levels as determined by the NWS
- Two (2) consecutive days with 100 degrees Fahrenheit or above
- The forecast of an extreme event that poses a risk to life and safety.

Extreme Weather Center – An indoor or outdoor location that provides heated space to seek temporary relief from the wet/cold or provides cooled space to seek temporary relief from heat when an Extreme Weather Event occurs.

Policy: The City of Vallejo recognizes that in the event of an Extreme Weather Event unsheltered individuals or others without adequate shelter may need assistance to stay warm or cool. To meet this need, the City of Vallejo may support, augment, or supplement existing Solano County’s Extreme Weather Centers operations. All efforts will be made to first connect individuals with available shelter beds.

Procedures:

The City Manager (or designee) may direct the establishment of Extreme Weather Center(s) during an Extreme Weather Event based on City of Vallejo weather reports from the National Weather Service. The City Manager’s Office will monitor the weather and will open Extreme Weather Center(s) when there is adequate time (at least 36 hours’ notice) to prepare a Center opening based on weather conditions. The coordination and opening of Extreme Weather Center(s) will be led by the department, staff, and volunteers assigned by the City Manager.

Overnight Extreme Weather Warming Center(s) operational hours will typically be between 7:00 p.m. and 7:00 a.m. but may vary based on weather conditions and space availability.

Daytime Extreme Weather Cooling Centers(s) operational hours will typically be between 11 a.m. and 6 p.m. but may vary based on weather conditions and space availability.

1. The City Manager (or designee) will determine the need to open an Extreme Weather Center based on forecasted conditions provided by the National Weather Service. The City Manager will take necessary steps to identify and open an Extreme Weather Center with the lead department, either indoor or outdoor, and determine the appropriate facility for the Center. The City Manager or designee may coordinate with GVRD, homeless providers, Faith Based organizations, or other non-profits that operate in support of the unsheltered population.
2. The lead Department will coordinate staffing and security to ensure the selected location may operate during the designated hours needed for the Center opening.
3. If an Extreme Weather Center needs to be opened on a weekend or holiday, the same procedure applies. The City Manager (or designee) will determine the need to open an Extreme Weather Center as identified in #1.
4. Once the location of the Extreme Weather Center is determined and staffing is identified, the lead department will notify the City's Public Information Officer, who will then coordinate with any affected department(s) to provide public notifications including media releases, social media messaging and publication to City websites.
 - a. Individuals seeking an Extreme Weather Center will be advised:
 - i. The location of the Extreme Weather Center and if it is a drop-in place to warm up or cool off and charge devices, it is not a shelter and no cots for sleeping will be provided.¹
 - ii. No television or radio will be available at the Extreme Weather Center, but visitors may bring, charge and use their own devices.
 - iii. Light snacks, food and beverages may be provided.
 - iv. Food that is ready to eat is permissible; kitchen access will not be available.
 - v. Due to space limitations, guests may be limited to no more than one small tote and daypack.
 - vi. The City of Vallejo or its contractor(s) will not be responsible for lost or stolen items.
 - vii. Visitors must comply with the City's Standards of Behavior/Code of Conduct. The City or its contractor(s) have the right to remove individuals who are not complying with the City's Standards of Behavior/Code of Conduct.
 - viii. Pets other than service animals are not permitted at the Extreme Weather Center.
 - ix. Information about Solano County's Animal Services, Humane Society's Animal Services or other arrangements will be shared, if it is available.
5. The City reserves the right to deny access to the Center once the maximum capacity for the specific site established by the Fire Department has been reached.
6. Staffing will keep a sign in list of all users of the Center and contact information.

Michael Malone City
Manager

City of Vallejo Extreme Weather Center Standards of Behavior

For the enjoyment of and safety of everyone, the City of Vallejo expects all participants to treat the people and facilities connected with the program with respect and abide by all rules and direction from staff. City staff reserve the right to refuse service to anyone for failure to abide by these standards.

The following are examples of behavior that fail to meet the expectations of the Standards of Behavior Policy:

- Disruptive, disrespectful, inappropriate behavior, acts of violent behavior, threatening behavior, or any behavior which interferes with the enjoyment or intent of the program and facilities offered to the residents of Vallejo will not be tolerated.
- Unacceptable behaviors include but are not limited to: failure to abide by all rules, forms of harassment, offensive language, disobedience, disruptive behavior, physical harm to others or property, or the threat of physical harm, or any behavior which may impact the safety of any employee, volunteer or participant of activities offered. Or, any demonstration of behavior which interferes with the smooth operation of programs and facilities.
- Smoking and drinking is not permitted within the facility or park.
- Guests may come in at any time during operational hours. However, in order to respect the guests who want to sleep, during overnight Extreme Weather Warming Center(s) guests will be asked to remain at the Center throughout the evening. If they choose to leave, they may not be able to return, if the Center is at capacity.



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City of Vallejo Extreme Weather Center Policy

Revised February 2025

DRAFT

Purpose: To provide guidelines and procedures to open an “Extreme Weather Center” (Center) in the City of Vallejo for the unsheltered population and others who do not have access to adequate shelter. The City of Vallejo may open a Center when the City experiences an Extreme Weather Event in support of or in addition to Solano County’s operations.

Definitions:

Extreme Weather Event – Anytime the National Weather Service (“NWS”)

- Two (2) consecutive days with overnight lows below 35 degrees Fahrenheit;
- Three (3) consecutive days of rainfall with temperatures below 42 degrees Fahrenheit with a chance of precipitation 70% or higher;
- Two (2) consecutive days with 100 degrees Fahrenheit or above; or
- The forecast of some other extreme weather event (e.g. hurricane, tornado, or hail) that poses a risk to life and safety.

Extreme Weather Center – An indoor location that provides heated space to seek temporary relief from wet/cold or provides cooled space to seek temporary relief from heat when an Extreme Event occurs. (Extreme Weather Centers are also commonly referred to as warming or cooling centers.)

Policy: The City of Vallejo recognizes that in the event of an Extreme Weather Event unsheltered individuals or others without adequate shelter may need assistance to stay warm, dry, or cool. To meet this need, the City of Vallejo may support, augment, or supplement existing Solano County Extreme Weather Centers operations. All efforts will be made to first connect individuals with available shelter beds.

Procedures:

The City Manager (or designee) may direct the opening of Extreme Weather Center(s) during Extreme Weather Event based on City of Vallejo weather reports from the NWS. The City Manager’s Office will monitor the weather and will open Extreme Weather Center(S) when the forecast shows 36 hours in advance that an Extreme Weather Event will occur.

The coordination and opening of Extreme Weather Center(s) will be led by the department, staff, and volunteers assigned by the City Manager.

In response to Extreme Weather Events specifically of two (2) consecutive days with overnight lows below 35 degrees Fahrenheit or three (3) consecutive days of rainfall with temperatures below 42 degrees Fahrenheit with a chance of precipitation 70% or higher, the Extreme Weather Center(s) operational hours will typically be between 7:00 p.m. and 7:00 a.m. but may vary based on weather conditions and space availability.

In response to Extreme Weather Events specifically of two (2) consecutive days with 100 degrees Fahrenheit or above, the Extreme Weather Center(s) will typically be opened between 11:00 a.m. and 6:00 p.m. but may vary based on weather conditions and space availability.

1. The City Manager (or designee) will determine the need to open an Extreme Weather Center based on forecasted conditions provided by the National Weather Service. The City Manager (or designee) will take necessary steps to identify and open an Extreme Weather Center with the lead department, either indoor or outdoor, and determine the appropriate facility or Center. The City Manager (or designee) may coordinate with GVRD, homeless providers, faith-based organizations, or other non-profits that operate in support of the unsheltered population.
2. The lead department will coordinate staffing, volunteers, and the security to ensure the selected location may operate during the designated hours needed for the Center opening. This criterion will need to be met in order to open a center.
 - a. Minimum staffing/volunteer needed:
 - i. Opening: City Manager or his designee(s), 1 public works employee (to open the space and bring the supply trailer)
 - ii. Operating hours: 2 security guards; 3 staff or volunteers per shift
 - iii. Closing: City Manager or his designee(s), 1 public works employee (to close the space and return the supply trailer)
3. If an Extreme Weather Center needs to be opened on a weekend or holiday, the same procedure applies. The City Manager (or designee) will determine the need to open an Extreme Weather Center as identified in #1.
4. Once the location of the Extreme Weather Center is determined and staffing identified, the lead department will notify the City's Public Information Officer, who will then coordinate with and affected department(s) to provide notifications including media releases, social media messaging and publication to City websites.
 - a. Individuals seeking an Extreme Weather Center will be advised:
 - i. The location of the Extreme Weather Center.
 - ii. That the Extreme Weather Center is a drop-in place to warm up or cool off and charge devices, it is not a shelter and no costs for sleeping will be provided.
 - iii. No television or radio will be available at the Extreme Weather Center but visitors may bring, charge and use their own devices. Use of devices should not be disruptive to others utilizing the Center and individuals may be requested by staff, volunteers or security to turn off the device.
 - iv. Light snacks, food and beverages may be provided.

- v. Food that is ready to eat is permissible; kitchen access will not be available.
 - vi. Due to space limitations, guests may be limited to no more than small tote and daypack.
 - vii. The City of Vallejo or its contractor(s) will not be responsible for lost or stolen items.
 - viii. Visitors must comply with the City's Standards or Behavior/Code of Conduct. The City or its contractor(s) have the right to remove individuals who are not complying with the City's Standards or Behavior/Code of Conduct.
 - ix. Pets other than service animals are not permitted at the Extreme Weather Center.
 - x. Information about Solano County's Animal Services, Humane Society's Animal Services, or other arrangements will be shared, if it is available.
 - xi. When available, supplies (i.e.: sleeping bags, pillows, blankets, etc.) will be handed out on a first-come first-served basis.
5. The City reserves the right to deny access to the Center once the maximum capacity for the specific site established by the Fire Department has been reached. Individuals will be granted access to Center(s) on a first-come first-served basis. If they choose to leave during the Center opening, they may not be able to re-enter if the location is at capacity.
6. Staff will keep a sign in list of all users of the Center and contact information.
7. Extreme Weather Centers may be cancelled if weather predictions change and the criteria is no longer met. If an opening is cancelled, the lead department will notify the City's Public Information Officer, who will then coordinate with an affected department(s) to provide public notifications including media releases, social media messaging and publication to City websites.

Andrew Murray
City Manager



City of Vallejo Extreme Weather Center Standards of Behavior

For the enjoyment or and safety of everyone, the City of Vallejo expects all participants to treat the people and facilities connected with the program with respect and abide by all rules and directions from staff. City staff reserve the right to refuse service to anyone for failure to abide by these standards.

The following are examples of behavior that fail to meet the expectations of the Standards of Behavior Policy:

- Disruptive, disrespectful, inappropriate behavior, acts of violent behavior, threatening behavior, or any behavior which interferes with the enjoyment or intent of the program and facilities offered to the residents of Vallejo will not be tolerated.
- Unacceptable behaviors include but are not limited to: failure to abide by all rules, forms of harassment, offensive language, disobedience, disruptive behavior, physical harm to others or property, or the threat of physical harm, or any behavior which may impact the safety of any employee, volunteer, contractor or participant of actives offered. Or, any demonstration of behavior which interferes with the smooth operation of programs and facilities.
- Smoking and drinking is not permitted within the facility, park, or designated center.
- Guests may come in at any time during operational hours. However, in order to respect the guests who want to sleep, during overnight Extreme Weather Center(s) guests will be asked to remain at the Center throughout the evening. If they choose to leave, they may not be able to return, if the Center is at capacity.



Office of the City Manager

REQUEST FOR PROPOSALS (RFP) - UNHOUSED STRATEGIC PLAN CONSULTANT

Summary

The City of Vallejo is seeking professional expertise to develop an unhoused strategic plan tailored to the specific needs of the City of Vallejo. The scope of work includes but is not limited to reviewing the current operations of the City, reviewing available resources and the strategic plan from Solano County, identifying gaps and duplications in services across organizations, and recommending a specific strategy to address homelessness in Vallejo. The awarded consultant should also consider and incorporate research, analysis, and experience of City staff working on homelessness issues. These efforts should be summarized in a final written strategy document.

Notice is hereby given that proposals must be received by the City of Vallejo on or before:

Friday, January 17, 2025 at 4:00 p.m. PST

<https://vendors.planetbids.com/portal/42510/bo/bo-search>The City of Vallejo reserves the right to reject any or all proposals or portions thereof. From the date this solicitation is issued until the date the competitive process of this solicitation is completed (either by cancellation or award), respondents are directed not to contact any employees, agent or officials of the City other than those specifically designated in this RFP.

The City of Vallejo anticipates executing a Consultant and Professional Services Agreement for the development of an unhoused strategic plan. The actual agreement terms and amounts are subject to funding availability, consultant performance, and City approval, in its sole discretion. A sample Consultant and Professional Services Agreement is enclosed (Attachment A).

Schedule

Release of RFP and Application	Friday, December 6, 2024
Deadline to Submit Proposal and Application Materials	Friday, January 17, 2025 by 4:00 p.m. PST Submit proposals and applications at: https://vendors.planetbids.com/portal/42510/bo/bo-search Search "Unhoused Strategic Plan Consultant"
Deadline for Written Questions Questions should be submitted by email to: Natalie Peterson at Natalie.Peterson@cityofvallejo.net	Friday, December 20, 2024 by 4:00 p.m.
Intent to Award Notification	February 3, 2025

Questions

If you have any questions regarding this RFP, please contact Natalie Peterson by email at Natalie.Peterson@CityofVallejo.net

Submittal Process

Please submit your proposal electronically to <https://vendors.planetbids.com/portal/42510/bo/bo-search> by 4:00PM PST on Friday, January 17, 2025.

Late proposals will not be accepted.

A. Scope of Work

Task 1: Comprehensive review of current unhoused strategy and programs

The selected Consultant Team will have an introductory meeting with key City staff to discuss the desired outcomes of the work that will be completed and data points that the City would request as part of the process.

The Consultant Team will review the draft unhoused strategy prepared by staff and gather information and data from the City, County, CAP Solano JPA, Solano County CoC and other relevant agencies/organizations. City staff will make available to the Consultant Team all relevant documents relating to unhoused programs/projects and strategies.

The primary goal of this Task is to gain an understanding of the unhoused population in Vallejo, the services that are needed by the population, and the gaps and possible duplication of services/programs provided by government agencies and other

organizations. Potential areas to review include: types of housing/sheltering options that are needed based on the needs of the unhoused population in the City (i.e.: safe camping, safe parking, mental health units, etc.) and programs and services being provided by the County and other relevant agencies/organizations.

Task 2: Recommended Solutions

The Vallejo City Council has established addressing homelessness/housing as a top priority area for the City of Vallejo. Based on the findings of Task 1 regarding the needs of the unhoused population, the services currently available to it, and the services needed to transition the population to stable housing, the Consultant Team shall develop recommendations for how the City should transition the population to stable housing. The recommendations shall be based on best practices and include partnerships with other governmental and non-governmental organizations that also have a mission to address homelessness. The recommendations should have associated budgets and benchmarks.

Task 3: Creation of Final Strategy Report

Once information is gathered and recommendations are established, the Consultant Team will produce a draft strategy report summarizing their findings and recommendations from the previous tasks. This document should outline a clear and comprehensive approach that includes, at a minimum:

1. An executive summary
2. Summary or background and existing conditions
3. Proposed strategies, initiatives, and benchmarks to guide future decision making
4. Useful resources and/or supporting documents

Task 4: Presentation to Staff and Council

The Consultant Team will be expected to present their proposed strategic plan to key City staff overseeing and supporting unhoused strategies, including but not limited to staff from the: City Manager's Office, City Attorney's Office, and Housing and Community Development Department. The Consultant Team will work with the key staff identified by the City to review the proposed strategic plan and incorporate staff's feedback..

The Consultant Team will be expected to present their proposed strategic plan to the City Council, alongside City staff. Information included in the presentation should include, but not be limited to the process used, outreach conducted, best practices, information gathered, and recommendations.

B. Stakeholder Engagement

The Consultant Team will be expected to engage with and gather information from City of Vallejo staff addressing homelessness, members and representatives of the unhoused community, members of the broader Vallejo community, and representatives of other governmental and non-governmental organizations with a mission to address

homelessness. The information gathered from these key stakeholders should be incorporated, where appropriate, into the unhoused strategic plan.

C. City of Vallejo Reservation of Rights

- City of Vallejo reserves the right to reject any or all proposals, waive any informalities in the RFP process, extend RFP processes, or terminate the RFP process at any time if deemed by City of Vallejo to be in its best interest.
- City of Vallejo reserves the right not to award a contract pursuant to this RFP.
- City of Vallejo reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon ten (10) days written notice to the successful Proposer(s).
- City of Vallejo reserves the right to determine the work schedule and locations that the successful Proposer(s) shall provide the services described in this RFP.
- City of Vallejo reserves the right to retain all proposals submitted and not permit withdrawal for a period of sixty (60) days after the deadline for receiving the proposals without the written consent of the City of Vallejo.
- City of Vallejo reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including, but not limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- City of Vallejo shall have no obligation to compensate any Proposer for any costs incurred in responding to this RFP.
- City of Vallejo shall reserve the right to, at any time during the RFP or contract process, prohibit any further participation by a Proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.

D. Proposal Submission Requirements

Submit the proposal online not later than 4:00p.m. Friday, January 17, 2025 at:

(<https://vendors.planetbids.com/portal/42510/bo/bo-search>)

Proposals received by the City after the deadline will not be accepted.

- All proposals must be submitted online as a single PDF and include the essay responses and exhibits outlined in “Section E – Application Materials” below
- All questions related to the RFP and Application shall be directed to Natalie Peterson at Natalie.Peterson@cityofvallejo.net
- The City may issue a Frequently Asked Questions (FAQ) document to respond to all questions submitted in writing to the City, and email the FAQ document to all parties. The last date to submit questions is by 4:00p.m. on December 20, 2024. After this date, no additional questions will be reviewed or answered.
 - FAQs will be emailed to respondents who have an active account in Planet Bid and respondents who email questions to Natalie Peterson. Additionally, the FAQ will be uploaded to Planet Bid as an addendum.

- If it becomes necessary to modify any aspect of the RFP, the City will provide an addendum to each Respondent.
 - Respondents will be notified of addendums via email for anyone with an active Planet Bid account.
- Respondents may not modify their proposal at any time after the due date, except in direct response to a request from City staff for clarification.

E. Application Materials

Essay Questions

The essay questions section should be no more than 10 pages long. There is no need to fill all 10 pages if the applicant can adequately address all essays in less space.

- **Essay A: Experience**
Please describe your organization's experience successfully completing similar projects.
- **Essay B: Project Scope**
Please describe how you plan to complete the required project scope of work. This should include a description of the personnel that will be working on the project and an explanation of their tasks.
- **Essay C: Budget Narrative**
Please outline your proposed budget request and explain how the funds will be expended.
- **Essay D: Timeline Narrative**
Please outline your timeline to complete the scope of work.

Exhibits

All applicants should prepare a series of exhibits as described below.

These exhibits are not counted against the page limit for your essays.

- **Exhibit 1: Cover Sheet**
Please fill out the enclosed cover sheet (Attachment B – Cover Sheet) to indicate the contact information for the people responsible for your application and the amount of funding you are requesting for this project.
- **Exhibit 2: Resumes**
Please provide resumes for the key staff who will be responsible for project oversight and/or leadership. *Note: Do not include personal information in the resumes for staff that you do not want to be part of a public record.*
- **Exhibit 3: Organization's W-9**
Please include a copy of your organization's W-9.

F. Attachments

Attachments will begin on the following pages.

Attachment A:
City's Standard Service Provider Agreement

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

This Consultant and Professional Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this ____ day of _____, 2024, by and between the City of Vallejo, a municipal corporation ("City"), and _____, hereinafter referred to as "Consultant", who agree as follows:

- 1. Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."
- 2. Payment.** City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement.
- 3. Facilities and Equipment.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
- 4. Indemnification.** Consultant shall indemnify, hold harmless, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Consultant's operations, or any subcontractor's operations, to be performed under this agreement for Consultant's or subcontractor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Consultant, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless to any limitation by insurance, with the exception of the sole negligence or willful misconduct of the City.

The provisions of this section shall survive the expiration or termination of this Agreement.

- 5. Insurance Requirements.** Consultant agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements for Consultant." Failure to maintain required insurance at all times shall constitute a default and material breach.

Attachment 3: City's Consultant and Professional Services Agreement

6. Accident Reports. Consultant shall immediately report (as soon as feasible, but not more than 24 hours) to the City Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses, and telephone numbers of any known witnesses, (c) the date, time, and description of the accident or other occurrence.

7. Conflict of Interest. Consultant warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Consultant's family, business, real property or financial interests and the services to be provided under this Agreement. Consultant shall comply with the City of Vallejo Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Consultant's family, business, real property, or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Consultant shall disclose such conflict in writing to City. Every individual who performs services on behalf of Consultant pursuant to this Agreement must file a full Statement of Economic Interests (also known as Form 700) with the City Clerk if the work of the individual involves making a governmental decision whether to issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement; authorizes the City to enter into, modify, or renew a contract; grants City approval of specifications for a contract; adopts or approves for the City any policy, standard or guideline; lobbies on behalf of the City, or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

8. Independent Contractor. Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents, or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services pursuant to this Agreement.

9. Licenses, Permits, Etc. Consultant represents and warrants to City that all consultant services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Consultant has all the permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any

Attachment 3: City's Consultant and Professional Services Agreement
licenses, permits, and approvals which are legally required for Consultant to practice its profession.

10. Business License. Consultant, and its subcontractors, has obtained or agrees to apply prior to performing any services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Consultant until such business license(s) has been obtained.

11. Standard of Performance. Consultant shall provide products and perform all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Consultant's profession currently practicing in California.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

Consultant's responsibilities under this section shall not be delegated. Consultant shall be responsible to City for acts, errors, or omissions of Consultant's subcontractors.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant.

12. Force Majeure. Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by causes or

Attachment 3: City's Consultant and Professional Services Agreement
circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slowdown or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

In the event that the Consultant is unable to meet the completion date or schedule of services, Consultant shall immediately inform the City Representative of this in writing. If additional time is required to perform the work, the City Representative may adjust the schedule.

13. Time is of the Essence. Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

14. Personnel. Consultant agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Consultant pursuant to this Agreement shall be the full and complete compensation to which Consultant and Consultant's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Consultant nor Consultant's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Consultant. The City shall not be required to pay any workers' compensation insurance on behalf of Consultant.

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

15. Consultant Not Agent. Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Consultant shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

16. Term. The term of this Agreement shall commence on [type in start date] and shall continue in full force and effect until [type in end date].

City shall, at its discretion, have the right to extend the term of this Agreement, in intervals of [type in time period, e.g., one month, one year, 90 days], by written notice to Consultant. The total duration of this Agreement, including the exercise of any options under this section, shall not exceed [type in time period, e.g., , one

Attachment 3: City's Consultant and Professional Services Agreement
year, 90 days].

If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation of funds for such purpose by the City Council of the City of Vallejo. If funds to effect such continued payment are not appropriated, Consultant agrees to terminate any services supplied to City of Vallejo under this Agreement, and relieve City of any further obligation therefore.

17. Termination or Abandonment by City. The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further work except as specified in the notice. Before the date of termination, Consultant shall deliver to City all City records and documents, all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Consultant for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Consultant for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Consultant for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

18. Products of Consulting Services. The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Consultant resulting from services rendered pursuant to this Agreement, shall become the property of City. Consultant agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2002) format as appropriate for the particular work product or, if directed by the City Representative

19. Cooperation by City. City shall, to the extent reasonable and practicable, assist and cooperate with Consultant in the performance of Consultant's services hereunder.

20. Assignment and Subcontracting. Consultant shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

If subcontracting of work is permitted, Consultant shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Consultant. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Consultant to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Consultant's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

Any subcontractor or assignee consented to by City shall be bound by all terms and conditions of this agreement and the same shall be incorporated into and made a part of any assignment or subcontractor agreement.

21. Successors and Assigns. All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

22. Non-Discrimination/Fair Employment Practices.

(a) Consultant shall not, because of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation of any person, refuse to hire or employ, or to bar or discharge from employment, or to discriminate in compensation, or in terms, conditions or privileges any person, and every employee will receive equal opportunity for employment and shall be granted equal treatment with respect to compensation, terms, conditions or other privileges of employment, without regard to his race, religious creed, color, sex, national origin, ancestry, or disability, medical condition, age, marital status or sexual orientation.

Attachment 3: City's Consultant and Professional Services Agreement

Consultant warrants and represents it is an equal opportunity employer and agrees it shall not discriminate on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation in the selection and retention of employees, subcontractors or procurement of materials or equipment.

In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement relative to nondiscrimination and fair employment practices.

Consultant shall include the above provisions of this section in every subcontract, including procurement of materials or equipment.

(b) Consultant agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations and City ordinances and regulations hereinafter enacted.

23. Notices. All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City:

If to Consultant:

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

24. Integration Clause. This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

Attachment 3: City's Consultant and Professional Services Agreement

25. Severability Clause. Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

26. Law Governing. This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

27. Waiver. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

28. Ambiguity. The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

29. Gender. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

30. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

31. Compliance with Laws. Consultant will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

32. Confidentiality of City Information. During the performance of services under this Agreement, Consultant may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Consultant agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of Consultant's scope of work, to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents or subcontractors who have

Attachment 3: City's Consultant and Professional Services Agreement
a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law.

Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this Agreement as confidential.

A violation by Consultant of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Consultant's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

33. News and Information Release. Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

34. City Representative. The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.

35. Counterparts. The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

36. Facsimile Signature; Electronic Signature. This Agreement shall be binding upon the receipt of facsimile signatures or e-mailed by PDF or otherwise. Any person transmitting his or her signature by facsimile or electronically shall promptly send an original signature to the other party pursuant to the notice provision of this Agreement. The failure to send an original shall not affect the binding nature of this Agreement.

37. Authority. The person signing this Agreement for Consultant hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Consultant.

38. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A, entitled "Scope of Work," including any attachments

Exhibit B, entitled "Compensation," including any attachments

Exhibit C, entitled "Insurance Requirements," including attachments

Attachment 3: City's Consultant and Professional Services Agreement
[SIGNATURES ON FOLLOWING PAGE]

SAMPLE

Attachment 3: City's Consultant and Professional Services Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

By: _____
Signatory Name
Consultant or Title

DATE: _____

(City Seal)

CITY OF VALLEJO,
a municipal corporation

By: _____
Michael Malone
City Manager

DATE: _____

ATTEST:

By: _____
Dawn Abrahamson
City Clerk

APPROVED AS TO FORM:

Veronica A. F. Nebb
City Attorney

APPROVED AS TO INSURANCE:

Armond Sarkis
Risk Manager

Attachment 3: City's Consultant and Professional Services Agreement
EXHIBIT A

SCOPE OF WORK

1. Representatives. The City Representative for this Agreement is:

[insert name]
[insert title]
[insert Department name]
555 Santa Clara Street
Vallejo CA 94590
[insert telephone number]
[insert facsimile number]

The Consultant's Representative for this Agreement is:

[insert name]
[insert title]
[insert company name]
[insert street name and suite #, if any]
[insert City, state and zip code]
[insert telephone number]
[insert facsimile number]

All routine administrative communications between the parties will be between the above named representatives and may be by personal delivery, mail, facsimile transmission, or electronic mail as agreed between the Consultant Representative and City's Representative.

2. Services to be Provided. The services provided shall be as set forth in Attachment 1 of Exhibit A, attached hereto and incorporated herein by this reference.

3. Time for Performance. Consultant will perform the services according to the schedule below. If the schedule calls for the services to be performed in phases or discrete increments, Consultant shall not proceed from one phase or increment to the next without written authorization from the City's Representative. Consultant will complete all services by [insert date].

OR

Consultant will perform the services according to the schedule contained in Attachment [insert number] of Exhibit A. If the schedule calls for the services to be performed in phases or discrete increments, Consultant shall not proceed from

Attachment 3: City's Consultant and Professional Services Agreement
one phase or increment to the next without written authorization from the City's Representative. Consultant will complete all services by [insert date].

4. Key Personnel. All of the individuals identified below are necessary for the successful prosecution of the services due to their unique expertise and depth and breadth of experience. There shall be no change in the personnel listed below, without written approval of the City Representative. Consultant recognizes that the composition of this team was instrumental in the City's decision to award the work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination.

Key personnel are as follows: [INSERT LIST OF EMPLOYEE NAMES]

EXHIBIT B

COMPENSATION

1. Consultant's Compensation.

A. Services: City agrees to pay Consultant, at the rate(s) specified below, for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, for a total not to exceed [insert dollar amount in words - e.g. Two Thousand Five Hundred Fifty Dollars and 13 Cents] [insert dollar amount in number- e.g., \$2,550.13].

Consultant shall notify City in writing no later than thirty (30) days prior to the estimated date when Consultant will have billed City the maximum payment amount permitted under this Agreement, and Consultant shall provide City with an estimate of the additional compensation required to complete the project.

City agrees to pay Consultant for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, in a lump sum of [insert dollar amount in words - e.g. Two Thousand Five Hundred Fifty Dollars and 13 Cents] [insert dollar amount in number- e.g., \$2,550.13] upon satisfactory completion of the services and delivery of the work product.

B. Additional Services:

1. Additional Services are those services related to the scope of Services of Consultant as set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by the City Manager, or his or her designee. City reserves the right to perform any Additional Services with its own staff or to retain other Consultants to perform said Additional Services.

2. Consultant's compensation for Additional Services shall be based on the total number of hours spent on Additional Services multiplied by the employees' appropriate billable hourly rate as established below. City, at its option, may negotiate a fixed fee for some or all Additional Services as the need arises. Where a fixed fee for Additional Services is established by mutual Agreement between City and Consultant, compensation to Consultant shall not exceed the fixed fee amount.

2. Appropriate Billable Hourly Rates for Services and Additional Services. Consultant's billable hourly rates shall be:

Attachment 3: City's Consultant and Professional Services Agreement
OR

Consultant's billable hourly rates shall be as listed in Attachment 1 of Exhibit B, attached hereto and incorporated herein by this reference.

3. Consultant's Reimbursable Expenses. Reimbursable Expenses shall be limited to actual reasonable expenditures of Consultant for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by City.

4. Payments to Consultant.

A. Payments to Consultant shall be made within a reasonable time after receipt of Consultant's invoice, said payments to be made in proportion to services performed. Consultant may request payment on a monthly basis. Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City.

B. All invoices submitted by Consultant shall contain the following information:

1. Description of services billed under this invoice
2. Date of Invoice Issuance
3. Sequential Invoice Number
4. City's Purchase Order Number (if issued)
5. Social Security Number or Taxpayer Identification Number
6. Amount of this Invoice (Itemize all Reimbursable Expenses")
7. Total Billed to Date

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to Consultant for correction. City shall not be responsible for delays in payment to Consultant resulting from Consultant's failure to comply with the invoice format described above.

D. Request for payment shall be sent to:

[insert name]
[insert title]
[insert Department name]
555 Santa Clara Street
Vallejo CA 94590

5. Accounting Records of Consultant. Consultant shall maintain for three (3) years after completion of all services hereunder, all records under this

Attachment 3: City's Consultant and Professional Services Agreement Agreement, including, but not limited to, records of Consultant's direct salary costs for all Services and Additional Services performed under this Agreement and records of Consultant's Reimbursable Expenses, in accordance with generally accepted accounting practices. Consultant shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty four (24) hours' notice.

The obligations of Consultant under this section shall survive this Agreement.

6. Taxes. Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

7. Taxpayer Identification Number. Consultant shall provide City with Consultant's complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service, and any other State or local tax identification number requested by City.

Attachment 3: City's Consultant and Professional Services Agreement
EXHIBIT C

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by the Consultant, their agents, representatives, or employees or subcontractors.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- A. Insurance Services Office form number GL 0002 covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- B. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 any auto and endorsement CA 0025.
- C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- D. Professional Liability insurance appropriate to the Consultant's profession (Errors and Omission).

2. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

- A. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- C. Workers' Compensation and Employer's Liability: \$1,000,000 per accident for bodily injury or disease. If Consultant is not subject to California Workers' Compensation requirements, Consultant shall file a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.

Attachment 3: City's Consultant and Professional Services Agreement

D. Professional Liability (Errors and Omission): \$1,000,000 combined single limit per occurrence, and annual aggregate.

3. Deductible and Self-Insured Retention. Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City of Vallejo, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4. Other Insurance Provisions. The general liability and automobile liability policies, as can be provided, are to contain, or be endorsed to contain, the following provisions:

A. The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects; liability, including defense costs, arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Vallejo, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.

B. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Vallejo, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Vallejo, its officers, officials, employees, agents, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

D. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Attachment 3: City's Consultant and Professional Services Agreement

F. The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Consultant's performance under this Agreement.

5. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

6. Verification of Coverage. Consultant shall furnish the City with certificates of insurance and original endorsements effecting general and automobile liability insurance coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

7. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. Payment Withhold. City will withhold payments to Consultant if the certificates of insurance and endorsements required in Paragraph F, above, are canceled or Consultant otherwise ceases to be insured as required herein.

Attachment B

Cover Sheet

Please include the cover page information outlined below. The cover page information may be placed on applicant's letterhead.

(Applicant / Agency Name) Response to the City of Vallejo's Unhoused Strategic Plan RFP

Instructions: Please provide basic information about your organization/agency.	
Applicant /Agency Name	
Budget Request	
Contact Name	
Contact Phone	
Contact Address	
Contact Email	