

**AGENDA
BOARD OF SUPERVISORS
SONOMA COUNTY
575 ADMINISTRATION DRIVE, ROOM 102A
SANTA ROSA, CA 95403**

TUESDAY

APRIL 3, 2018

8:30 A.M.

(The regular afternoon session commences at 1:30 p.m.)

Susan Gorin	First District	Sheryl Bratton	County Administrator
David Rabbitt	Second District	Bruce Goldstein	County Counsel
Shirlee Zane	Third District		
James Gore	Fourth District		
Lynda Hopkins	Fifth District		

This is a simultaneous meeting of the Board of Supervisors of Sonoma County, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, the Sonoma County Public Finance Authority, and as the governing board of all special districts having business on the agenda to be heard this date. Each of the foregoing entities is a separate and distinct legal entity.

The Board welcomes you to attend its meetings which are regularly scheduled each Tuesday at 8:30 a.m. Your interest is encouraged and appreciated.

AGENDAS AND MATERIALS: Agendas and most supporting materials are available on the Board's website at <http://www.sonoma-county.org/board/>. Due to legal, copyright, privacy or policy considerations, not all materials are posted online. Materials that are not posted are available for public inspection between 8:00 a.m. and 5:00 p.m., Monday through Friday, at 575 Administration Drive, Room 100A, Santa Rosa, CA.

SUPPLEMENTAL MATERIALS: Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the Board of Supervisors office at 575 Administration Drive, Room 100A, Santa Rosa, CA, during normal business hours.

DISABLED ACCOMMODATION: If you have a disability which requires an accommodation, an alternative format, or requires another person to assist you while attending this meeting, please contact the Clerk of the Board at (707) 565-2241 or bos@sonoma-county.org as soon as possible to ensure arrangements for accommodation.

Public Transit Access to the County Administration Center:

Sonoma County Transit: Rt. 20, 30, 44, 48, 60, 62

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

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APPROVAL OF THE CONSENT CALENDAR

The Consent Calendar includes routine financial and administrative actions that are usually approved by a single majority vote. There will be no discussion on these items prior to voting on the motion unless Board Members request specific items be discussed and/or removed from the Consent Calendar. There will an opportunity for the public to comment on the consent calendar prior to it being voted upon.

PUBLIC COMMENT

Any member of the public may address the Board on a matter listed on the agenda. Commenters are requested to fill out a Speaker Card and to come forward to the podium when recognized by the Board Chair. Please state your name and limit your comments to the agenda item under discussion. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers.

**8:30 A.M. CALL TO ORDER
PLEDGE OF ALLEGIANCE**

I. APPROVAL OF THE AGENDA

(Items may be added or withdrawn from the agenda consistent with State law)

II. 8:30 A.M. - PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS

(Comments are restricted to matters within the Board's jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Each person is usually granted time to speak at the discretion of the Chair. Any additional public comments will be heard at the conclusion of the meeting. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda.)

III. CONSENT CALENDAR

SONOMA COUNTY WATER AGENCY

(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

1. North Bay Water Reuse Program Phase 2 Draft Environmental Impact Report / Environmental Impact Statement:
 - A) Authorize release for public review the Draft Environmental Impact Report/Environmental Impact Statement for the North Bay Water Reuse Program Phase 2;
 - B) Establish a 45-day public review period beginning April 4, 2018 and ending May 18, 2018;
 - C) Schedule public hearings to take place between May 7, 2018 and May 14, 2018 in Petaluma, Sonoma, American Canyon and San Rafael; and
 - D) Name Water Agency Director Susan Gorin and Director David Rabbitt's staff, Water Agency Assistant General Manager Pam Jeane and Principal Engineer Kevin Booker as public hearing officers.
2. Bay Area Integrated Regional Water Management Plan Consulting Services:
Authorize Water Agency's General Manager to execute an agreement with Morrison & Associates, Inc. to provide water management consulting services for the Bay Area Integrated Regional Water Management Program and support ongoing stakeholder outreach activities through March 31, 2020 in the amount of \$200,000.
3. Green Valley Road Stream Crossing Project:
Authorize Water Agency's General Manager or designee to execute an agreement with Gold Ridge Resource Conservation District for work completed on the Green Valley Road Stream Crossing Feasibility and Design Project from November 1, 2016, through June 30, 2017, in the amount of \$17,596. (Fifth District)
4. Quagga and Zebra Mussel Inspection Demonstration and Training:
 - A) Authorize Water Agency's General Manager to execute an agreement with Dogs With Jobs, LLC for quagga and zebra mussel inspection, demonstration, training, and related services through December 31, 2019, in the amount of \$230,000.
 - B) Approve Resolution Authorizing Adjustments to the Board Adopted Budget for Fiscal Year 2017-2018 for the Water Agency General Fund and Russian River Projects Fund, each in the Amount of \$230,000.
(4/5th Vote Required)

OCCIDENTAL COUNTY SANITATION DISTRICT

(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

5. Wastewater Hauling Services:
Authorize Water Agency's General Manager acting on behalf of Occidental County Sanitation District to negotiate and execute an agreement, in a form approved by County Counsel, with a wastewater hauling provider through June 30, 2019, in the not-to-exceed amount of \$800,000. (Fifth District)

AUDITOR-CONTROLLER TRESURER-TAX COLLECTOR

6. Amendment to the Agreement with CherryRoad Technologies:
A) Authorize the Auditor-Controller-Treasurer-Tax Collector to execute an amendment to the professional services agreement with CherryRoad Technologies, Inc., to extend the agreement through June 30, 2020, and increase the contract maximum by \$550,000 for a total not to exceed amount of \$1,370,600. The amendment includes one-time assistance to update training materials for County staff and implement system improvements for the Enterprise Financial System, utilized by all County departments to manage accounting and financial data and in turn provide cost-effective services to the public.
B) Authorize the Auditor-Controller-Treasurer-Tax Collector to exercise the optional Hyperion upgrade or cloud implementation in the amount of \$98,000, if deemed appropriate and in the County's best strategic interest, and with the approval of the County Administrator.

AUDITOR-CONTROLLER TRESURER-TAX COLLECTOR

7. 2017-18 Property Tax Administration Charge:
Approve Resolution Authorizing Property Tax Administration Charge to local taxing agencies to reimburse the County for costs incurred to process property taxes for Fiscal Year 2017-18.

BOARD OF SUPERVISORS

8. Disbursement of Fiscal Year 17/18 Second District Community Investment Program (formerly Advertising Program) Funds:
Approve Community Investment Program (formerly Advertising Program) grant awards and Authorize the County Administrator to execute a contract with the following non-profit entities for advertising and promotions activities for FY 17/18: Inquiring Systems, Inc. on behalf of A Theater for Children, \$400; Boys & Girls Clubs of Central Sonoma County, \$2,000; Children's Museum of Sonoma County, \$2,500; Cinnabar Arts Corporation on behalf of Cinnabar Theater, \$5,000; Community Alliance with Family Farmers on behalf of The Farmer's Guild & Community Alliance with Family Farmers (CAFF), \$800; Cotati Chamber of Commerce, \$2,000; Cruisin' the Boulevard, Inc., \$4,500; Latino Service Providers, \$500; Museums of Sonoma County, \$500; North Coast Ballet California, \$1,500 and Sonoma County Farm Trails, \$5,000. (Second District)

COUNTY ADMINISTRATOR/HEALTH SERVICES

9. Behavioral Health Fiscal Year 2017-2018 Contracts Backfill Funding:
Adopt a resolution amending by \$1.85 million the Fiscal Year 2017-2018 County Budget, which will transfer one-time estimated available Transient Occupancy Tax within the Community Investment Program and Redevelopment Act Residual funds within the Reinvestment and Revitalization Program to the Department of Health Services Behavioral Health Division to finance behavioral health services delivered for the remainder of the fiscal year through existing community based organizations contracts. (4/5th Vote Required)

FIRE AND EMERGENCY SERVICES

10. Schell Vista Fire Protection District Proposed Fire Code:
Ratify the adoption of an ordinance of the Schell-Vista Fire Protection District, within its respective district boundaries, of the 2016 edition of the California Fire Code local fire code amendments to include Chapter 13 Sonoma County Fire Safety Ordinance and ensure a consistent fire code throughout the County. (First District)

HEALTH SERVICES

11. Sonoma Complex Fires Disaster Response and Recovery Services Agreement Amendment:
Authorize the Director of Health Services to execute the third amendment to an agreement with California Association of Environmental Health Administrators to provide disaster response and recovery services related to the Sonoma Complex Fires, increasing the amount by \$250,000, resulting in a new total not-to-exceed amount of \$750,000 through June 30, 2018.

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

12. An Ordinance No. 3836R Permit and Permit Extensions to Jackson Family Wines, Inc.; ROI18-0001:
Adopt a resolution issuing a roiling permit (Ordinance No. 3836R) and necessary permit extensions to Jackson Family Wines, Inc. for the Yellowjacket Creek Fish Passage Improvement Project located east of the former, historic town of Kellogg off of Highway 128. (4/5th Vote Required)(Fourth District)

REGIONAL PARKS

13. Tolay Lake Regional Park Master Plan Professional Services Agreement Amendment:
Authorize the Chair to amend the Professional Services Agreement with Moore Iacofano Goltsman, Inc. to provide consulting services for the necessary expanded study and analysis in several areas including lake hydrology, for the Tolay Lake Regional Park Master plan in the amount not to exceed \$111,770 for an amended contract maximum of \$994,927, and to extend the contract term through September 11, 2018. (First and Second District)

TRANSPORTATION AND PUBLIC WORKS

14. 2017-18 Pavement Preservation Program – Chip Seals and Overlays, C17051 for 15.19 miles of resurfacing:
A) Approve the plans and specifications for the 2017-18 Pavement Preservation Program – Chip Seals and Overlays project, C17051, which will improve the condition of 15.19 miles of County roads for motorists and cyclists.
B) Award contract to low bidder, Ghilotti Construction Company, in the amount of \$4,911,973.77 including 10% for construction contingency and authorize the Chair to execute construction contract C17051.
(First, Second, Fourth and Fifth District)
15. Construction Inspection Services for the 2017-18 Pavement Preservation Program – Chip Seals & Overlays Project (C17051):
Approve and authorize the Chair to execute an agreement for construction inspection services with Coastland Civil Engineering Inc. for the 2017-18 Pavement Preservation Program – Chip Seals & Overlays Project (C17051), for an amount not to exceed \$288,383 including a ten percent (10%) contingency. This agreement is for a term ending December 31, 2019. (First, Second, Fourth and Fifth District)

APPOINTMENTS/REAPPOINTMENTS

16. Approve the Appointment of David Todd Derum on April 3, 2018 to the Sonoma County Fish & Wildlife Commission coterminous to the Supervisor’s term of office. (Fifth District)

PRESENTATIONS/GOLD RESOLUTIONS

(Gold resolutions are presented in the afternoon session at 1:30 P.M.)

17. Adopt a Gold Resolution proclaiming April 8 through April 14, 2018, as National Crime Victims’ Rights Week. (District Attorney’s Office, Sheriff’s Office, Health Services, Human Services, Probation)

PRESENTATIONS ON A DIFFERENT DATE

18. Adopt a Gold Resolution honoring Michael K Page being awarded the Exchange Club of Santa Rosa’s 70th annual Peace Officer of the Year award. (Fourth District)

IV. REGULAR CALENDAR

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

9:00 A.M. - Expansion of Agricultural Preserve, Lot Line Adjustment and Minor Subdivision for Krasilisa Pacific Farms LLC and McDonough Winery LLC; PLP16-0010:

Hold a public hearing and at the conclusion of the hearing adopt a resolution:

A) Adopting the Negative Declaration

B) Approve the Expansion of an Agricultural Preserve by 6.35 acres; and

C) Approving Lot Line Adjustment and Minor Subdivision resulting in three parcels 162.89 acres, 10.1 acres and 11.19 acres in size, subject to Conditions of Approval and a Land Conservation Act Contract for property located at 3701 and 3975 Mark West Station Road, Windsor; APN's 066-280-023 and 066-280-048.

(Fourth District)

COUNTY ADMINISTRATOR

19. Office of Recovery and Resiliency Update:

Receive update from the Office of Recovery and Resiliency on the status of recovery operations, planning, and seeking of funding opportunities.

V. PUBLIC COMMENT ON CLOSED SESSION ITEMS

VI. CLOSED SESSION CALENDAR

20. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation: Brown v. County of Sonoma, Sonoma County Water Agency and the Sonoma Valley County Sanitation District, Case No. SCV-261626. (Government Code Section 54956.9(d)(1).)

21. The Board of Directors of the Sonoma County Water Agency will consider the following in closed session: Conference with Legal Counsel – Existing Litigation: Brown v. County of Sonoma, Sonoma County Water Agency and the Sonoma Valley County Sanitation District, Case No. SCV-261626. (Government Code Section 54956.9(d)(1).)

22. The Board of Directors of the Sonoma Valley County Sanitation District will consider the following in closed session: Conference with Legal Counsel – Existing Litigation: Brown v. County of Sonoma, Sonoma County Water Agency and the Sonoma Valley County Sanitation District, Case No. SCV-261626. (Government Code Section 54956.9(d)(1).)

23. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2). Multiple Cases.

VII. REGULAR AFTERNOON CALENDAR

- 24. **RECONVENE FROM CLOSED SESSION**
- 25. **REPORT ON CLOSED SESSION**

PERMIT AND RESOURCE MANAGEMENT

- 26. **1:40 P.M.** - Zone Change to add the Vacation Rental Exclusion (X) Combining Zone to 64 parcels; File ZCE17-0008:
Hold a public hearing and adopt an Ordinance rezoning 64 parcels in Glen Ellen on Morningside Mountain Drive, Vigilante Road, Oso Trail, Heaven Hill Road, Sobre Vista Road/Pipeline Road, and High Grove Lane to add the Vacation Rental Exclusion (X) Combining Zone. APNs: Various; see attached list.

VIII. BOARD MEMBER REPORTS ON ASSIGNED BOARDS, COUNCILS, COMMISSIONS OR OTHER ATTENDED MEETINGS

- 27. Permit and Resource Management Department: Review and possible action on the following:
Acts and Determinations of Planning Commission/Board of Zoning Adjustments
Acts and Determinations of Project Review and Advisory Committee
Acts and Determinations of Design Review Committee
Acts and Determinations of Landmarks Commission
Administrative Determinations of the Director of Permit and Resource Management
(All materials related to these actions and determinations can be reviewed at:
<http://www.sonoma-county.org/prmd/b-c/index.htm>)

- 28. **ADJOURNMENT**

NOTE:

The next Regular held on April 10, 2018, at 8:30 a.m.

Upcoming Hearings (All dates are tentative until each agenda is finalized)

May 8, 2018 – Regional Parks – Consolidated Fee Hearings

May 8, 2018 – Sonoma County Tourism – Annual Report



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 1
(This Section for use by Clerk of the Board Only.)

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: April 3, 2018

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Water Agency

Staff Name and Phone Number:

Anne Crealock/547-1948

Supervisorial District(s):

Title: North Bay Water Reuse Program Phase 2 Draft Environmental Impact Report / Environmental Impact Statement

Recommended Actions:

- a) Authorize release for public review the Draft Environmental Impact Report/Environmental Impact Statement for the North Bay Water Reuse Program Phase 2;
- b) Establish a 45-day public review period beginning April 4, 2018 and ending May 18, 2018;
- c) Schedule public hearings to take place between May 7, 2018 and May 14, 2018 in Petaluma, Sonoma, American Canyon and San Rafael; and
- d) Name Water Agency Director Susan Gorin and Director David Rabbitt's staff, Water Agency Assistant General Manager Pam Jeane and Principal Engineer Kevin Booker as public hearing officers.

Executive Summary:

The North Bay Water Reuse Authority (Authority) and the Sonoma County Water Agency (Water Agency), acting as both a member of the Authority and its administrative agency, is proposing the North Bay Water Reuse Program Phase 2 (Phase 2 Program) to continue increasing the beneficial use of recycled water in the North San Pablo Bay Region by reusing water that would otherwise be discharged into San Pablo Bay and its tributaries for agricultural, urban, and environmental uses. The proposed Phase 2 Program also continues to build on commitments established under Phase 1 to long-term interagency cooperation and integrated water management to address common needs related to reliable water supplies and enhanced environmental restoration. As implementation of Phase 2 would require external funding assistance, the investigation and development of the Phase 2 Program are being carried out in conformance with federal requirements to provide a mechanism for federal participation and cost-sharing in approved water reuse projects. This item addresses the releasing of the Draft Environmental Impact Report/Environmental Impact Statement (Report/Statement) prepared for the Phase 2 Program for public review and the associated public hearings and hearing officers.

Discussion:

The Authority, originally established under a Memorandum of Understanding in August 2005 and last amended in November 2017, is comprised of 11 wastewater and potable water utilities as member agencies – the Las Gallinas Valley Sanitary District, the Novato Sanitary District, the Sonoma Valley County Sanitation District, the Napa Sanitation District, the North Marin Water District, Napa County, Marin County (associate membership), the Marin Municipal Water District, the City of American Canyon (associate membership), the City of Petaluma, and the Water Agency. The Water Agency is also designated as the Authority’s administrative agency.

The Authority oversaw the planning and implementation of the Phase 1 Program. The Final Environmental Impact Report / Environmental Impact Statement for the North San Pablo Bay Restoration and Reuse Project was certified and the project approved on December 8, 2009, by this Board. The Phase 1 document included environmental review for six, multi-phased recycled water projects in the North Bay region, including a pipeline and reservoir at the Sonoma Valley County Sanitation District wastewater treatment plant, distribution to users in Sonoma Valley, and the Napa Sonoma Salt Marsh Recycled Water Pipeline Project, which delivers recycled water to dilute bittern and restore salt ponds in North San Pablo Bay.

As implementation of the Phase 2 Program would likely require external funding assistance, the investigation and development of the Phase 2 Program is being carried out in conformance with the requirements of the U.S. Department of the Interior’s Bureau of Reclamation (Bureau) Public Law 102-575, Title XVI, which provides a mechanism for federal participation and cost-sharing for approved water reuse projects. The proposed federal action is the funding by the Bureau under the Title XVI Program for the implementation of water recycling projects analyzed in the Draft Report/Statement. The Bureau is the National Environmental Policy Act lead agency for this proposed action. The Water Agency is the lead agency under the California Environmental Quality Act (CEQA).

The Phase 2 Program is proposed to promote the expanded beneficial use of recycled water and integrated water management in the north San Pablo Bay region to: improve local, regional, and State water supply reliability; offset demands on potable water supplies; address impaired groundwater basins; enhance local and regional ecosystems; maintain and protect public health and safety; promote sustainable practices; and implement integrated water management in an economically viable manner.

Proposed Project – North Bay Water Reuse Program Phase 2

The proposed Phase 2 Program includes project components for six different agencies as follows:

1. Novato Sanitation District proposes expansion of treatment capacity at its Recycled Water Treatment Facility, distribution at the Marin County Lower Novato Creek Project, and an additional turnout to wetlands for restoration.
2. The Sonoma Valley County Sanitation District proposes the Napa Road Pipeline, which would provide recycled water to users along Napa Road between 5th Street East and just east of Nicholas Road.
3. Marin Municipal Water District proposes an expansion of the existing recycled water distribution system to San Quentin Prison.

4. Napa Sanitation District proposes increasing the filter capacity and covered storage at its Soscol Water Recycling Facility.
5. The City of Petaluma proposes increasing capacity at the Ellis Creek Water Recycling Facility, expanding the urban recycled water system, and two phases of expansion for the agricultural recycled water distribution system.
6. The City of American Canyon proposes two phases of expansion for the recycled water distribution system and upgrades to its Water Recycling Facility.

Additional projects analyzed at the program-level include: seasonal storage and environmental enhancement through the Novato Sanitation District; expansion of the recycled water system for agricultural users through the City of Petaluma; operational storage through Napa Sanitation District; and potable water aquifer storage and recovery in the Valley of the Moon and Sonoma through the Water Agency.

The Draft Environmental Impact Report / Environmental Impact Statement

The Draft Report/Statement evaluates the potential impacts related to implementation of the proposed Phase 2 Program. Areas of analysis include: Geology, Soils, Mineral Resources, and Paleontological Resources; Surface Hydrology; Groundwater Resources; Water Quality; Biological Resources; Land Use and Agricultural Resources; Transportation and Traffic; Air Quality; Greenhouse Gas Emissions; Noise; Hazards and Hazardous Materials; Public Services and Utilities; Cultural Resources and Tribal Cultural Resources; Recreation; Aesthetics; Energy Conservation; Environmental Justice; and Socioeconomics. The Draft Report/Statement also includes an alternatives analysis and an analysis of potential cumulative impacts associated with the project.

Staff recommends that the Board of Directors (Board) authorize the release of the Draft Report/Statement for a 45-day public review period beginning on April 4, 2018, and ending on May 18, 2018. A Notice of Completion would also be filed with the State Clearinghouse per the State California Environmental Quality Act Guidelines and the Water Agency's Board-approved Procedures for the Implementation of CEQA.

Public hearings will be held during the public review period to hear comments on the Draft Report/Statement. Four hearings will be held before public hearing officers named by the Water Agency's Board of Directors. Water Agency staff propose that the Board name Water Agency Director Gorin and Water Agency Director Rabbitt's staff, as well as Water Agency Assistant General Manager Pam Jeane and Principal Engineer Kevin Booker, as hearing officers. These officers may be present at one or more public hearings. Public hearings dates and locations will be listed in the Notice of Availability of the Draft Report/Statement and will take place no earlier than 30 days after the Notice of Completion is mailed in accordance with CEQA and the Water Agency's CEQA Procedures. The recommended public hearing locations are as follows:

May 7, 2018 (Monday)
6:30 PM – 8:00 PM
American Canyon City Hall (Council Chambers)
4381 Broadway, Suite 201, American Canyon

May 10, 2018 (Thursday)
6:30 PM – 8:00 PM
Petaluma Community Center, Craft Room 1
320 North McDowell Boulevard, Petaluma

May 9, 2018 (Wednesday)
6:30 PM – 8:00 PM
San Rafael Community Center Auditorium
618 B Street, San Rafael

May 14, 2018 (Monday)
6:30 PM – 8:00 PM
Sonoma Community Center, Room 110
276 East Napa Street, Sonoma

The Notice of Availability will include details regarding the public review period and the date and time of the Public Hearings and will be sent to agencies and individuals on the Phase 2 Program mailing list, published in regional and local newspapers, and posted to the Water Agency and Authority websites. The Draft Report/Statement will be available for review at the Water Agency's administrative office (404 Aviation Boulevard, Santa Rosa), at member agency offices, and at the Petaluma Regional, Sonoma Valley Regional, American Canyon, and Novato libraries. Printed copies of the Draft Report/Statement will be available for purchase at the Water Agency's administrative office and an electronic version will be available free of charge on the Water Agency and Authority websites.

Following completion of the Draft Report/Statement review period, comments will be evaluated and responded to, and a Final Report/Statement prepared for the Board's consideration.

Water Agency staff recommend that the Board authorize release of the Draft Report/Statement on April 4, 2018 for a 45-day public review period, schedule public hearings on the dates and locations specified herein, and name Water Agency Director Gorin, Water Agency Director Rabbitt's staff, and Water Agency staff, Pam Jeane and Kevin Booker, as public hearing officers.

Prior Board Actions:

- 3/17/2015 Adopt Resolution authorizing the General Manager of the Water Agency, or his designee, to: a) file a grant application to the Bureau of Reclamation's Title XVI Water Reclamation and Reuse Program; b) execute a cooperative agreement with the United States Bureau of Reclamation; and c) take all actions necessary to implement the grant agreement.
- 11/17/2017 1) Authorize the Chair of the Water Agency and the Chair of the Sonoma Valley County Sanitation District to sign the North Bay Water Reuse Authority Fourth Amended Memorandum of Understanding, adding City of American Canyon as a member and adjusting governance and cost sharing provisions to incorporate changed membership. 2) Authorize Water Agency's General Manager or designee to execute an amended agreement with Brown and Caldwell to provide engineering, environmental, and public outreach services for North Bay Water Reuse Authority increasing the amount by \$321,274, expanding the scope of work to include fiscal year 2017/2018, and extending the agreement term by ten months for a new not-to-exceed agreement total of \$3,319,653 and end date of October 30, 2018. 3) Authorize expenditure of Sonoma Valley County Sanitation District funds for District's portion of costs for the above amended agreement with Brown and

Caldwell. 4) Adopt a resolution of the Sonoma County Water Agency authorizing adjustments to the adopted FY 2017/2018 budget in the amount of \$25,230.58 (4/5 vote required). 5) Adopt a resolution of the Sonoma Valley County Sanitation District authorizing adjustments to the adopted FY 2017/18 budget in the amount of \$25,230.57 (2/3 vote required).

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Compliance with CEQA and NEPA for the Phase 2 Program allows participating agencies to seek federal funding for included projects through the Bureau’s Title XVI Program, which provides a mechanism for Federal participation and cost-sharing in approved water reuse projects.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

There are no fiscal impacts associated with the requested actions.

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
N/A			

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:
None
Related Items "On File" with the Clerk of the Board:
None

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EIR-EIS Phase 2_summ.docm

CF/71-700-2 North Bay Water Reuse Program - Phase 2 (ID 6810)



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 2
(This Section for use by Clerk of the Board Only.)

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: April 3, 2018

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Water Agency

Staff Name and Phone Number:

Brad Sherwood / (707) 547-1927

Supervisorial District(s):

All

Title: Bay Area Integrated Regional Water Management Plan Consulting Services

Recommended Actions:

Authorize Water Agency's General Manager to execute an agreement with Morrison & Associates, Inc. to provide water management consulting services for the Bay Area Integrated Regional Water Management Program and support ongoing stakeholder outreach activities through March 31, 2020 in the amount of \$200,000.

Executive Summary:

Sonoma County Water Agency requires assistance in updating the San Francisco Bay Area Integrated Regional Water Management Plan intended to foster cooperation between other Bay Area water, wastewater, storm water, and watershed management agencies, and to qualify for various state and federal grant and loan programs.

Discussion:

HISTORY OF ITEM/BACKGROUND

The Sonoma County Water Agency (Water Agency) is cooperating with other Bay Area water, wastewater, storm water, and watershed management agencies to further develop an integrated regional water management plan (Plan) to foster cooperation between Bay Area agencies and also to qualify the Water Agency for various state and federal grant and loan programs. The Plan is a nine-county effort to coordinate and improve water supply reliability, protect water quality, manage flood protection, maintain public health standards, protect habitat and watershed resources, and enhance the overall health of the San Francisco Bay. Due to the complex nature of managing a plan involving multiple partners, interests, and state grant requirements, the Water Agency requires assistance in developing the Plan.

In response to the passage of the Water Quality, Supply, and Infrastructure Improvement Act of 2014 on November 4, 2014 (Proposition 1), and continued funding from the Safe Drinking Water, the Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84), the Water Agency requires assistance with Proposition 1, Proposition 84, and other state funding requirements.

SELECTION PROCESS

Morrison & Associates, Inc. (Consultant) was the only firm contacted and was selected to perform the work because Consultant is uniquely qualified due to previous experience in developing the Plan. Since 2006, Water Agency has hired Consultant to successfully develop, coordinate, and implement portions of the Plan. In addition, the relationships and goodwill that Consultant carries with the cooperating Bay Area Plan partners would be difficult to replace in the middle of Plan development.

SERVICES TO BE PERFORMED

Under the proposed agreement, Consultant will assist with Plan development, grant compliance and water bond initiatives, and collaboration with various government agencies. Consultant will provide monthly reports with additional reports as needed by the Water Agency to document Consultant’s assistance efforts.

Consultant will work with the Water Agency to coordinate with state, federal, and non-governmental entities to ensure that required or suggested environmental mitigation measures and recovery strategies meet the Water Agency’s environmental stewardship goals.

The cost of services will not exceed \$100,000 in fiscal year 2017/2018 and \$100,000 in fiscal year 2018/2019. The total agreement amount is \$200,000.

RECOMMENDATION

Water Agency staff recommends that the Board authorize Water Agency's General Manager to execute an agreement with Morrison & Associates, Inc. to provide water management consulting services for the amount of \$200,000. Agreement terminates on March 31, 2020.

Prior Board Actions:

- 7/21/2015: Approved agreement between Water Agency and Morrison & Associates for Bay Area Integrated Regional Water Management Plan Consulting Services. Cost: \$200,000; term end June 31, 2017.
- 5/21/2013: Approved second amended agreement between Water Agency and Morrison & Associates, Inc. for Bay Area Integrated Regional Water Management Plan Consulting Services for an additional \$180,000 for a total of \$330,000; term end June 30, 2015.
- 7/31/2012: Approved first amended agreement between Water Agency and Morrison & Associates for Bay Area Integrated Regional Water Management Plan Consulting Services for an additional \$75,000, for a total of \$150,000; term end June 30, 2013.
- 6/21/2011: Approved agreement between Water Agency and Morrison & Associates for Bay Area Integrated Regional Water Management Plan Consulting Services. Cost: \$75,000; term end June 30, 2013.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The work conducted by Consultant supports environmental stewardship projects. The Consultant also facilitates grant funding opportunities to leverage local funding programs to implement these projects.

Water Supply and Transmission System, Goal 1: Protect drinking water supply and promote water-use efficiency.

Protect the Water Agency's existing water rights and clean, high-quality water supply, and improve system resiliency by continuing to develop alternative supplies.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$100,000	\$100,000	
Additional Appropriation Requested			
Total Expenditures	\$100,000	\$100,000	

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other	\$100,000	\$100,000	
Use of Fund Balance			
Contingencies			
Total Sources	\$100,000	\$100,000	

Narrative Explanation of Fiscal Impacts:

Budgeted amount of \$100,000 is available from FY 2017/2018 appropriations for the Water Transmission Fund. FY 2018/2019 appropriations will be budgeted in that fiscal year. Although the agreement extends through March 31, 2020, all funding is budgeted in fiscal years 2017/2018 and 2018/2019.

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
N/A			

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

Agreement

Related Items "On File" with the Clerk of the Board:

Agreement for Bay Area Integrated Regional Water Management Plan Consulting Services

This agreement (“Agreement”) is by and between, a body corporate and politic of the State of California (“**Water Agency**”) and **Morrison & Associates, Inc.**, a California corporation (“Consultant”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 5.1.

RECITALS

- A. Consultant represents that it is a duly qualified firm, experienced in developing regional water management plans and related services.
- B. Water Agency is cooperating with other Bay Area water, wastewater, storm water, and watershed management agencies to develop an integrated regional water management plan to foster cooperation between Bay Area agencies and also to qualify for various state and federal grant and loan programs.
- C. The Bay Area Integrated Regional Water Management Plan (IRWMP) is a nine-county effort to coordinate and improve water supply reliability, protect water quality, manage flood protection, maintain public health standards, protect habitat and watershed resources, and enhance the overall health of the San Francisco Bay.
- D. Water Agency desires assistance in updating the IRWMP in order to comply with future funding opportunities.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. RECITALS

- 1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

- 2.1. The following exhibits are attached hereto and incorporated herein:
 - a. Exhibit A: Scope of Work
 - b. Exhibit B: Schedule of Costs
 - c. Exhibit C: Estimated Budget for Scope of Work
 - d. Exhibit D: Insurance Requirements

3. SCOPE OF SERVICES

- 3.1. *Consultant’s Specified Services:* Consultant shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A and pursuant to Article 9 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.
- 3.2. *Cooperation with Water Agency:* Consultant shall cooperate with Water Agency in the performance of all work hereunder. Consultant shall coordinate the work with Water Agency’s Project Manager. Contact information and mailing addresses:

Water Agency	Consultant
Project Manager: Brad Sherwood 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-547-1927 Email: Brad.sherwood@scwa.ca.gov	Contact: Carl Morrison P.O. Box 2114 Fallbrook, CA 92008 Phone: 760-724-9580 Email: cmorrison@morrisonassociates.com
Remit invoices to:	Remit payments to:
Susan Bookmyer Same address as above or Email: susan.bookmyer@scwa.ca.gov	Same address as above

- 3.3. *Performance Standard and Standard of Care:* Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by Water Agency shall not operate as a waiver or release. Water Agency has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. If Water Agency determines that any of Consultant’s work is not in accordance with such level of competency and standard of care, Water Agency, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Water Agency to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 6 (Termination); or (d) pursue any and all other remedies at law or in equity.
- 3.4. *Assigned Personnel:*
 - a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Water Agency, in its sole discretion,

desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Water Agency.

- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Water Agency to be key personnel whose services were a material inducement to Water Agency to enter into this Agreement, and without whose services Water Agency would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Water Agency.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

4. PAYMENT

4.1. *Total Costs:*

- a. Total costs under this Agreement shall not exceed \$200,000.
- b. No more than \$180,000 will be paid until the draft report is submitted.

4.2. *Method of Payment:* Consultant shall be paid in accordance with the following terms:

- a. Consultant shall be paid in accordance with Exhibit B (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit B.
- b. Consultant shall not be entitled to reimbursement for expenses incurred in completion of the services.

4.3. *Invoices:* Consultant shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Water Agency. The bills shall show or include:

- a. Consultant name
- b. Name of Agreement
- c. Water Agency's Project-Activity Code T0096C018
- d. Task performed with an itemized description of services rendered by date
- e. Summary of work performed by subconsultants, as described in Paragraph 14.4
- f. Time in quarter hours devoted to the task
- g. Hourly rate or rates of the persons performing the task

4.4. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Water Agency business after presentation

of an invoice in a form approved by Water Agency for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Water Agency.

4.5. *Taxes Withheld by Water Agency:*

- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, the Water Agency shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.
- b. If Consultant does not qualify, as described in Paragraph 4.5.a, Water Agency requires that a completed and signed Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, as described in Paragraph 4.5.a, then Water Agency requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Consultant agrees to promptly notify Water Agency of any changes in the facts. Forms should be sent to Water Agency pursuant to Article 15 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Consultant has the option to provide Water Agency with either a full or partial waiver from the State of California.

4.6. *Funding:*

- a. Funding for this Agreement is as follows:

<i>Current Fiscal Year</i>	<i>Budgeted Appropriation</i>
2017/2018	\$100,000
<i>Subsequent Fiscal Years</i>	<i>Planned Appropriation</i>
2018/2019	\$100,000

- b. Availability of Funding in Subsequent Fiscal Years:
 - i. Water Agency’s performance under this Agreement in subsequent years is contingent upon appropriation of funds by Water Agency’s Board of Directors. Water Agency shall have no liability under this Agreement if sufficient funds are not appropriated in subsequent fiscal years by Water Agency’s Board of Directors for the purpose of this Agreement.
 - ii. If funding for this Agreement for any fiscal year is reduced or eliminated by Water Agency’s Board of Directors, Water Agency shall have the option to either terminate this Agreement in accordance with Article 6 (Termination) or offer an amendment to Consultant to reflect the reduced amount.

5. TERM OF AGREEMENT AND COMMENCEMENT OF WORK

- 5.1. *Term of Agreement:* This Agreement shall expire on March 31, 2020, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- 5.2. *Commencement of Work:* Consultant is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

6. TERMINATION

- 6.1. *Authority to Terminate:* Water Agency's right to terminate may be exercised by Water Agency's General Manager.
- 6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Water Agency shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.
- 6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Water Agency may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.
- 6.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Water Agency all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 12.9 and shall submit to Water Agency an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 6.5. *Payment Upon Termination:* Upon termination of this Agreement by Water Agency, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Water Agency terminates the Agreement for cause pursuant to Paragraph 6.3, Water

Agency shall deduct from such amounts the amount of damage, if any, sustained by Water Agency by virtue of the breach of the Agreement by Consultant.

7. INDEMNIFICATION

7.1. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to indemnify, hold harmless, and release Sonoma County Water Agency, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency based upon a claim relating to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Article 7 apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency. Sonoma County Water Agency shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

8. INSURANCE

8.1. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit D (Insurance Requirements).

9. PROSECUTION OF WORK

9.1. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

10. EXTRA OR CHANGED WORK

10.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed

by the Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that Water Agency personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Water Agency.

11. CONTENT ONLINE ACCESSIBILITY

- 11.1. *Accessibility:* Water Agency policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
- 11.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Water Agency managed or Water Agency funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and Water Agency's Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>.
- 11.3. *Certification:* With each final deliverable intended for public distribution (report, presentations posted to the Internet, public outreach materials), Consultant shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g., Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
- 11.4. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Water Agency staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 11.5. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Water Agency's Web Site Accessibility Policy shall be the responsibility of Consultant. If Water Agency, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Water Agency managed or Water Agency funded Web site does not comply with Water Agency Accessibility Standards, Water Agency will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Water Agency, repair or replace the non-compliant materials within such period of time as

specified by Water Agency in writing. If the required repair or replacement is not completed within the time specified, Water Agency shall have the right to do any or all of the following, without prejudice to Water Agency's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order
- b. Terminate this Agreement pursuant to the provisions of Article 6 (Termination); and/or
- c. In the case of custom Electronic and Information Technology (EIT) developed by Consultant for Water Agency, Water Agency may have any necessary changes or repairs performed by itself or by another contractor. In such event, Consultant shall be liable for all expenses incurred by Water Agency in connection with such changes or repairs.

11.6. *Water Agency's Rights Reserved:* Notwithstanding the foregoing, Water Agency may accept deliverables that are not strictly compliant with Water Agency Accessibility Standards if Water Agency, in its sole and absolute discretion, determines that acceptance of such products or services is in Water Agency's best interest.

12. REPRESENTATIONS OF CONSULTANT

12.1. *Status of Consultant:* The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Water Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Water Agency provides its employees. In the event Water Agency exercises its right to terminate this Agreement pursuant to Article 6 (Termination), Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

12.2. *No Suspension or Debarment:* Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.

12.3. *Taxes:* Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold Water Agency harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Consultant's failure to pay, when due, all such taxes and

obligations. In case Water Agency is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Water Agency with proof of payment of taxes on these earnings.

- 12.4. *Records Maintenance:* Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Water Agency for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 12.5. *Conflict of Interest:* Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Water Agency, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Water Agency within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 12.6. *Statutory Compliance/Living Wage Ordinance:* Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 12.7. *Nondiscrimination:* Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 12.8. *Assignment of Rights:* Consultant assigns to Water Agency all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to

take such actions as are necessary to protect the rights assigned to Water Agency in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Water Agency may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Water Agency. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Water Agency.

- 12.9. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Water Agency. Water Agency shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to Water Agency all such documents, which have not already been provided to Water Agency in such form or format as Water Agency deems appropriate. Such documents shall be and will remain the property of Water Agency without restriction or limitation. Consultant may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Water Agency.

13. DEMAND FOR ASSURANCE

- 13.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 13 limits Water Agency's right to terminate this Agreement pursuant to Article 6 (Termination).

14. ASSIGNMENT AND DELEGATION

- 14.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 14.2. *Subcontracts:* Notwithstanding the foregoing, Consultant may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.
- 14.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 14.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 14.2. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 14.2:
- a. Prior to entering into any contract with subconsultant, Consultant shall obtain Water Agency approval of subconsultant.
 - b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Water Agency in substantially the same form as that contained in Article 7 (Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.
- 14.4. *Summary of Subconsultants' Work:* Consultant shall provide Water Agency with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.3. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

15. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS

- 15.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.
- 15.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic

transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 15.

16. MISCELLANEOUS PROVISIONS

- 16.1. *No Bottled Water:* In accordance with Water Agency Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Water Agency funding shall be used to purchase single-serving, disposable water bottles for use in Water Agency facilities or at Water Agency-sponsored events. This restriction shall not apply when potable water is not available.
- 16.2. *No Waiver of Breach:* The waiver by Water Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 16.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and Water Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and Water Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 16.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 16.5. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 16.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the city of Santa Rosa, in the County of Sonoma.

16.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

16.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

16.9. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

16.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

TW 17/18-069

By: _____
Water Agency Division Manager -
Administrative Services

Approved as to form:

By: _____
Cory O'Donnell, Deputy County Counsel

Insurance Documentation is on file with
Water Agency

Date/TW Initials: 2/22/18: JES

Sonoma County Water Agency

Morrison & Associates, Inc., a California
corporation

By: _____
Grant Davis
General Manager
Authorized per Water Agency's Board of
Directors Action on April 3, 2018

By: _____

(Please print name here)

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. SUMMARY OF WORK

- 1.1. In coordination with Water Agency's Project Manager, support the Water Agency in its efforts to:
 - a. Work in collaboration with Bay Area governmental and non-governmental organizations, and other entities as appropriate, in implementing the IRWMP.
 - b. Develop and obtain various state and federal grants associated with the IRWMP.
 - c. Coordinate with state, federal, and non-governmental entities to ensure that required or suggested environmental mitigation measures and recovery strategies meet Water Agency's environmental stewardship goals.

2. TASKS

- 2.1. Task 1: IRWMP Assistance
 - a. Provide Water Agency with ongoing assistance in revising and updating the IRWMP per requirements of Proposition 1.
 - b. Assist Water Agency in developing, coordinating, and incorporating sustainability goals, objectives, policies, and action items into IRWMP planning process.
 - c. Assist Water Agency in preparing proposals for various IRWMP-specific state and federal grant programs.
- 2.2. Task 2: Grant Guidelines, Grant Proposals, and Water Bond Initiatives
 - a. Support Water Agency's efforts to prepare grant proposals under the IRWMP authorized under Proposition 1, and work with other water agencies, officials, and entities in the Bay Area to develop language and other elements of future water bond initiatives
 - b. Assist Water Agency in coordinating with state funding agencies to develop guidelines favorable to the Water Agency water supply, flood control, sanitation, and sustainability projects, and position Water Agency to receive maximum grant funding.
 - c. Attend meetings, coordinate with other agencies, compile data and information, draft text, and seek support for the Plan from various entities, to include regulatory and funding agencies.
- 2.3. Task 3: Meeting Attendance
 - a. Meet with the following groups:

- i. Formal and informal associations of Bay Area water, wastewater, flood protection, storm water, and watershed management agencies
 - ii. Regulatory and resources agencies in the Bay Area and Sacramento
 - iii. Others as deemed necessary by Water Agency
 - b. If more than four meetings in one month are required, obtain prior approval from Water Agency
- 2.4. Task 4: Reports: If requested by Water Agency, prepare reports as described below:
 - a. Contents. Each report will include, but not be limited to, the items below.
 - i. Table of Contents
 - ii. Summary
 - iii. A detailed description of the work performed and individuals and agencies contacted
 - iv. Other Water Agency requested information
 - b. Review. Submit to Water Agency for review.
 - i. First Draft: Prepare each report in draft form and submit to Water Agency for review and approval in accordance with the date listed for this deliverable. Water Agency will return 1 copy of the draft report to Consultant with comments or approval in writing.
 - ii. Subsequent Draft(s): If Water Agency requests revisions, revise each draft report and resubmit 2 copies of the report for Water Agency approval.
 - iii. Final: Following Water Agency approval and prior to Water Agency's acceptance of work under this Agreement, submit the final approved report to Water Agency in accordance with the date requested for this deliverable.

Deliverable	Due Date
Draft Report	Within 30 calendar days of Water Agency's request
Final Report	Within 7 calendar days of Water Agency's approval of draft

- 2.5. Task 5: Monthly Progress Reports:
- a. Prepare monthly progress reports. Submit one copy to Water Agency on the first of each month during the term of this Agreement.
 - b. Monthly progress reports shall include the following:
 - i. A detailed list of work performed
 - ii. Dates and subject of meetings conducted, meeting attendees, and summary of meeting results
 - iii. A detailed description of the progress of each task
 - iv. Detailed summary of costs incurred for the reporting month
 - v. Detailed summary of costs incurred to date
 - vi. Remaining balance of Agreement
 - vii. Outline of work anticipated to be performed in the upcoming 3 months
 - viii. Other information as appropriate or as requested by Water Agency

Deliverable	Due Date
Monthly Progress Report	At the end of each month detailing activities related to scope of work

3. DELIVERABLES

- 3.1. Submit one electronic copy in PDF format (emailed, on CD, or via internet) and three hard copies of each final deliverable to Water Agency.
- 3.2. Comply with requirements of Article 11 (Content Online Accessibility).

Exhibit B

Schedule of Costs

Item	Rate
Carl Morrison, president	\$205 per hour
Jennifer Krebs, vice president	\$195 per hour
Senior Associates	\$175 per hour
Associates	\$150 per hour
Administrative	\$75 per hour

Exhibit C

Estimated Budget for Scope of Work

Task	Description	Estimated cost
Task 1	Plan Assistance	
a.	Assist with Plan update	\$20,000
b.	Incorporate Agency interests into Plan	20,000
c.	Prepare grant proposals	25,000
Task 2	Grant guidelines, proposals, water bond initiatives	
a.	Prop 1 proposals	25,000
b.	Other state funding proposals	20,000
c.	Meetings, reports, assistance with regulatory agencies	25,000
Task 3	Meeting attendance	
a.	Meet with Bay Area agencies, local and state resources agencies	25,000
b.	Attend up to four meetings a month	25,000
Task 4	Reports	
a.	Complete reports	10,000
b.	Review reports	5,000
	Total	\$200,000

Exhibit D

Insurance Requirements

Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

Water Agency reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. **INSURANCE**

1.1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

1.2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, Water Agency requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Water Agency. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Water Agency's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the Water Agency.

- d. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
 - e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 - f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in Insurance Services Office form CG 00 01, or equivalent).
 - g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
 - h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
 - ii. Certificate of Insurance.
- 1.3. Automobile Liability Insurance
- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
 - b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
 - c. Insurance shall cover hired and non-owned autos.
 - d. Required Evidence of Insurance: Certificate of Insurance.
- 1.4. Standards for Insurance Companies
- a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
- 1.5. Documentation
- a. The Certificate of Insurance must include the following reference: TW 17/18-069.
 - b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with Water Agency for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, or 1.3, above.
 - c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.

- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.6. Policy Obligations

- a. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

1.7. Material Breach

- a. If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. Water Agency, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Water Agency may purchase the required insurance, and without further notice to Consultant, Water Agency may deduct from sums due to Consultant any premium costs advanced by Water Agency for such insurance. These remedies shall be in addition to any other remedies available to Water Agency.



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 3
(This Section for use by Clerk of the Board Only.)

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: April 3, 2018

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Water Agency

Staff Name and Phone Number:

Candace Messner 707-524-6424

Supervisorial District(s):

Fifth

Title: Green Valley Road Stream Crossing Project

Recommended Actions:

Authorize Water Agency's General Manager or designee to execute an agreement with Gold Ridge Resource Conservation District for work completed on the Green Valley Road Stream Crossing Feasibility and Design Project from November 1, 2016, through June 30, 2017, in the amount of \$17,596.

Executive Summary:

Green Valley Creek flooding of the Green Valley Road crossing has been increasing in magnitude, frequency and duration for the past several years. Green Valley Creek tops its banks and flows across Green Valley Road and into the adjacent vineyard property. The flooding can take weeks to recede and occurs up to several times per season. The flooding creates a threat to public safety, causes damage to the road and adjacent private property, and potentially strands State and Federal listed fish and wildlife species in flooded areas.

In 2013 Water Agency provided funding to Gold Ridge Resource Conservation District (District) to complete the feasibility, design and permitting processes for the Green Valley Road Stream Crossing Feasibility and Design Project (Project). Water Agency Project funding was intended to augment a grant from the State Coastal Conservancy (Conservancy) awarded to the District. The Conservancy grant funded studies of the Project site and watershed conditions upstream of the Green Valley Road crossing, as well as initial engineering work on Project design, including geomorphic and hydrologic studies. The Project was intended to provide long-term reduction of flooding issues at the Green Valley Road crossing of Green Valley Creek. The complexities involved in alleviating the flooding and identifying a preferred project alternative prolonged the feasibility work and by the end of 2016 funding was depleted and the agreement with District expired. In January 2017, District continued work on Project while additional funds and a renewed agreement were planned by Water Agency to cover this ongoing effort. In February 2017, the Water Agency responded to extended flooding at the Green Valley Road creek crossing by completing emergency flood control work on Green Valley Creek to help alleviate flooding of the road in

the short term. The District continued work on long-term flood project planning until June 2017 when the Water Agency assumed the leadership role for continued flood mitigation efforts at the site.

This agreement is intended to pay District for Project work completed from November 1, 2016, through June 30, 2017, in the amount of \$17,596. The work completed by District during this time is required in the development of a project to reduce Green Valley Creek flooding at the Green Valley road crossing for the long-term. Upon assuming the leadership role for long-term flood mitigation efforts on Green Valley Creek, Water Agency proceeded with the Project process that District had been implementing through June 2017.

Discussion:

HISTORY OF ITEM/BACKGROUND

GREEN VALLEY CREEK FLOODING HISTORY AND INITIAL LONG TERM FLOOD MITIGATION EFFORTS

Green Valley Creek flooding of Green Valley Road crossing has been increasing in magnitude, frequency and duration for the past several years. Green Valley Creek tops its banks and flows across Green Valley Road and into the adjacent vineyard property up to several times per season. The vineyard has no downstream outlet to the stream, and the potential exists for stranding of State and Federal listed species, including coho salmon and California freshwater shrimp. In addition, there is a potential threat to public safety presented by flooding of the road. Sediment aggradation within Green Valley Creek at the Green Valley Road crossing is evident and currently ordinary stream flows are at an elevation that is higher than the road crossing. As of 2012, one inch of rain in a 24-hour period produces enough creek flow to overtop Green Valley Road and in 2016 and 2017, creek flows over the road took several weeks to recede, causing road closure and road surface damage.

District provides services to landowners on over 134,000 acres of diverse topography including streams, coastal areas, rangeland, wildlife and fisheries habitat, vineyards, orchards, and cropland, as well as rural and urban areas located in the lower Russian River and Bodega Bay watersheds. Since 2001, District has received funding from Water Agency for various projects, including those related to public education, watershed stewardship, and habitat restoration.

Support of work that would address the Green Valley Creek flooding issues and help alleviate risk to public safety and listed fish and wildlife species aligns with Water Agency's Mission and Strategic Plan. However, Water Agency is not the entity responsible for maintaining the hydraulic capacity of Green Valley Creek at the Green Valley Road crossing. In 2013, Water Agency provided funding to Gold Ridge Resource Conservation District (District) to complete the feasibility, design and permitting processes (preliminary work) for the Green Valley Road Stream Crossing Feasibility and Design Project (Project). The Project was intended to address the flooding issues at the Green Valley Road crossing of Green Valley Creek. Project funding provided to District by Water Agency was intended to augment a grant of \$75,000 from the State Coastal Conservancy (Conservancy) awarded to District. The Conservancy grant funded studies of the Project site and watershed conditions upstream of the crossing, as well as initial engineering work on Project design, including geomorphic and hydrologic studies. Water Agency funding was intended to cover District's completion of the feasibility and design process, as well as the Project permitting process.

In 2013, District hired a consultant to evaluate the causes and the extent and frequency of flooding, develop a hydrologic and flood model for the site, and use the model to evaluate various flood remediation scenarios. It was determined that no single treatment would eliminate flooding, so the consultant modeled combinations of treatments and developed project alternatives.

The complexities involved in addressing the flooding and reaching landowner consensus significantly prolonged the process of identifying a Project preferred alternative. Funds from both the Conservancy grant and Water Agency agreement were exhausted by the end of 2016, and the Water Agency agreement expired. In January 2017, District continued work on preliminary Project work while additional funds and a renewed agreement were planned by Water Agency to cover this ongoing effort. Soon after, significant flooding required an emergency flood response that resulted in shifting of leadership role for the long-term project, as described below. The District continued Project work through June 2017, developing a preliminary scope and budget for completing Project design and permitting.

2017 FLOODING EMERGENCY RESPONSE

The 2016-17 winter season brought record rainfall to Sonoma County. In February 2017, Water Agency responded to extended flooding at the Green Valley Road creek crossing by completing emergency flood control work on Green Valley Creek to help alleviate extended flooding of the road in the short-term. The Water Agency required assistance with obtaining necessary permits for the emergency flood control work within a short deadline, and performing outreach services to regulating and trustee agencies and affected public stakeholders. To help meet these needs, District provided emergency flood control work outreach services, helped prepare necessary permit applications and implement associated off-site mitigation requirements. These services were covered under a separate agreement with the District executed under the Water Agency General Manager Authority.

CONTINUING LONG TERM FLOOD MITIGATION EFFORTS

The emergency work on Green Valley Creek was intended to help provide immediate relief from flooding at the road crossing that resulted from winter 2016-17 storms. Following completion of the emergency flood control work, the Water Agency assumed the leadership role for continued, long-term, flood mitigation efforts on Green Valley Creek. The work completed by District through June 2017 is required for the development of a project to reduce Green Valley Creek flooding at the Green Valley road crossing for the long-term. Upon assuming the leadership role for long-term flood mitigation efforts on Green Valley Creek, Water Agency proceeded with the Project process that District had been implementing through June 2017. The work completed by District has helped to facilitate and inform Water Agency advancement of the Project to date. In November 2017 the Water Agency, in partnership with Sonoma County Transportation and Public Works, completed and submitted an application, utilizing District's work completed through June 2017, for Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance Grant Program funding to help cover Project costs.

Concurrently, the Water Agency developed an interim flood mitigation project (Interim Project) that would help alleviate Green Valley Creek flooding at the Green Valley Road crossing while funding for the Project (long-term solution) is secured. The Interim Project would include the construction and maintenance of a high-flow channel within the Green Valley Creek riparian corridor immediately upstream of Green Valley Road, as well as management of sediment aggradation in the portion of creek cleared during the February 2017 emergency flood control work, for a total of five years. The Water Agency is

currently pursuing environmental permits for this work and anticipates the Interim Project to be implemented in Fall 2018.

This agreement pays District for Project work, a preliminary scope and budget for design and permitting of a proposed long term project, completed from November 1, 2016, through June 30, 2017, in the amount of \$17,596 . The work completed by District during this time is required for development of a project to reduce Green Valley Creek flooding at the Green Valley road crossing for the long-term. Upon assuming the leadership role for long-term flood mitigation efforts on Green Valley Creek, Water Agency proceeded with the Project process that District had been implementing through June 2017.

RECOMMENDATION

Water Agency staff recommends that the Board authorize the Water Agency’s General Manager to execute an agreement with District paying District for work completed on the Green Valley Road Stream Crossing Feasibility and Design Project from November 1, 2016, through June 30, 2017, in the amount of \$17,596.

Prior Board Actions:

03/26/2013: Approved agreement between Water Agency and Gold Ridge Resource Conservation District for funding of Green Valley Road Stream Crossing Project. Cost \$86,200; term end December 31, 2014.

10/14/2010: Board Chair executed agreement between Water Agency and Gold Ridge Resource Conservation District for funding of Gold Ridge Resource Conservation District Russian River Watershed Program (2011/2012). Cost \$37,000; term end December 31, 2012.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

This item supports County Goal 2 by enhancing the environment through outreach, education, and water quality monitoring of the Russian River watershed.

Water Agency Strategic Plan Alignment

Flood Protection, Goal 1: Provide efficient and effective flood protection programs.
The Green Valley Road Stream Crossing Feasibility and Design Project is intended to address flooding issues that could impact threatened and endangered fish and potentially threaten public safety due to road flooding.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$17,596		
Additional Appropriation Requested			
Total Expenditures	\$17,596		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$17,596		
Use of Fund Balance			
Contingencies			
Total Sources	\$17,596		
Narrative Explanation of Fiscal Impacts:			
Budgeted amount of \$17,596 is available from FY 2017/2018 appropriations for the Flood Control Zone 5A fund. No additional appropriation is required.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Agreement			
Related Items “On File” with the Clerk of the Board:			

Agreement for Funding of Green Valley Road Stream Crossing Project Alternatives Assessment

This agreement (“Agreement”) is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California (“Water Agency”) and **Gold Ridge Resource Conservation District**, a special district organized under the California Public Resources Code (“Gold Ridge RCD”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 6 (Term of Agreement).

RECITALS

- A. Gold Ridge RCD provides services to landowners on over 134,000 acres of diverse topography including streams, coastal areas, rangeland, wildlife and fisheries habitat, vineyards, orchards, and cropland, as well as rural and urban areas located in the lower Russian River and Bodega Bay watersheds.
- B. Since 2001, Gold Ridge RCD has received funding from Water Agency for various projects, including those related to public education, watershed stewardship, and habitat restoration. From time to time, Water Agency provides funding for other Gold Ridge RCD projects, such as the Green Valley Road Stream Crossing Feasibility and Design Project (Project).
- C. The Project is intended to address Green Valley Creek flooding issues at Green Valley Road. Flooding of the road and adjacent properties has increased in frequency over the past several years, creating a threat to public safety due to road flooding, as well as potentially stranding threatened and endangered fish and wildlife species in flooded areas.
- D. A grant of \$75,000 from the State Coastal Conservancy (SCC) funded studies of the Project site and watershed conditions upstream of the road crossing, as well as initial engineering work on the Project design, including geomorphic and hydrologic studies.
- E. Under a previous agreement with Gold Ridge RCD, Water Agency provided funding intended to augment the SCC grant and help complete the feasibility and design process, as well as take the Project through permitting.
- F. Gold Ridge RCD has worked to identify potential Project approaches to address the flooding issues at the crossing. In 2013, Gold Ridge RCD hired a consultant to evaluate the causes and the extent and frequency of flooding, develop a hydrologic and flood model for the site, and use the model to evaluate various flood remediation scenarios. It was determined that no single treatment would eliminate flooding, so the consultant modeled combinations of treatments and developed project alternatives.
- G. The complexities involved in addressing the flooding and reaching landowner consensus significantly prolonged the process of identifying a Project preferred alternative. Funds from both the State Coastal Conservancy grant and Water Agency agreement were

exhausted as of November 2016. Gold Ridge RCD continued work on the Project through June 2017 in anticipation of renewed Water Agency funds. During this time, Gold Ridge RCD developed a preliminary scope and budget for completing Project design and permitting.

- H. The 2016-17 winter season brought record rainfall to Sonoma County. In February 2017, the Water Agency responded to extended flooding at the Green Valley Road creek crossing by completing emergency flood control work on Green Valley Creek to help alleviate chronic flooding of the road. The Water Agency required assistance with obtaining necessary permits for the emergency flood control work within a short deadline, and performing outreach services to regulating and trustee agencies and affected public stakeholders. To help meet these needs, Gold Ridge RCD provided emergency flood control work outreach services, helped prepare necessary permit applications and implement associated off-site mitigation requirements. These services were covered under a separate agreement with the Gold Ridge RCD executed under the Water Agency General Manager Authority.
- I. Following completion of the emergency flood control work, the Water Agency assumed the leadership role for continued flood mitigation efforts on Green Valley Creek and the Project funding agreement with Gold Ridge RCD was not renewed. The work completed by Gold Ridge RCD through June 2017 has helped to facilitate and inform Water Agency advancement of the Project to date. Internal assessments of Gold Ridge RCD's Project design and permitting cost estimates and Flood Control Zone 5A funds revealed the need for additional funding for a long-term project. To address this, in November 2017 the Water Agency, in partnership with Sonoma County Transportation and Public Works, completed and submitted an application, utilizing Gold Ridge RCD's work completed through June 2017, for Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance Grant Program funding to help cover Project costs.
- J. To address the outstanding funding deficit for preliminary Project work, this Agreement pays Gold Ridge RCD for work performed through June 2017.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. RECITALS

- 1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

- 2.1. The following exhibits are attached hereto and incorporated herein:
 - a. Exhibit A: Project Description
 - b. Exhibit B: Schedule of Costs

3. **COORDINATION**

3.1. **Cooperation with Water Agency.** Gold Ridge RCD shall coordinate the work with Water Agency’s Project Manager. Contact information and mailing addresses:

Water Agency	Gold Ridge RCD
Project Manager: Candace Messner 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-524-6424 Email: Candace.Messner@scwa.ca.gov	Contact: Brittany Jensen 2776 Sullivan Road Sebastopol, CA 95472 Phone: 707-823-5244 Email: Brittany@goldridgercd.org
Remit invoices to: Susan Bookmyer Same address as above or Email: susan.bookmyer@scwa.ca.gov	Remit payments to: Same address as above

4. **GOLD RIDGE RCD’S RESPONSIBILITIES**

Gold Ridge RCD shall complete the following:

4.1. **General.** Gold Ridge RCD agrees to perform work in accordance with the requirements of applicable federal, state, and local laws.

4.2. Project Description.

- a. Exhibit A provides a description of the Project.
- b. Expenses authorized for funding by Water Agency are listed in Exhibit B (Authorized Expenses).

4.3. **Content Online Accessibility.**

- a. *Accessibility:* Water Agency policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
- b. *Standards:* Those responsible for preparing content intended for use or publication on a Water Agency/County-managed or Water Agency/County-funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and Water Agency’s Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>.
- c. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the Internet, public outreach materials), Gold Ridge RCD shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g. Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).

- d. *Alternate Format*: When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Gold Ridge RCD shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Gold Ridge RCD agrees to cooperate with Water Agency staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- e. *Noncompliant Materials; Obligation to Cure*: Remediation of any materials that do not comply with Water Agency's Web Site Accessibility Policy shall be the responsibility of Gold Ridge RCD. If Water Agency, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Water Agency/County-managed or Water Agency/County-funded Web site does not comply with Water Agency Accessibility Standards, Water Agency will promptly inform Gold Ridge RCD in writing. Upon such notice, Gold Ridge RCD shall, without charge to Water Agency, repair or replace the non-compliant materials within such period of time as specified by Water Agency in writing. If the required repair or replacement is not completed within the time specified, Water Agency shall have the right to do any or all of the following, without prejudice to Water Agency's right to pursue any and all other remedies at law or in equity:
 - i. Cancel any delivery or task order;
 - ii. Terminate this Agreement pursuant to the provisions of Paragraph 7; and/or
 - iii. In the case of custom Electronic and Information Technology (EIT) developed by Gold Ridge RCD for Water Agency, Water Agency may have any necessary changes or repairs performed by itself or by another contractor. In such event, Gold Ridge RCD shall be liable for all expenses incurred by Water Agency in connection with such changes or repairs.
- f. *Water Agency's Rights Reserved*: Notwithstanding the foregoing, Water Agency may accept deliverables that are not strictly compliant with Water Agency Accessibility Standards if Water Agency, in its sole and absolute discretion, determines that acceptance of such products or services is in Water Agency's best interest.

4.4. Indemnification. Gold Ridge RCD agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to indemnify, hold harmless, and release Sonoma County Water Agency, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Gold Ridge RCD, that arise out of, pertain to, or relate to Gold Ridge RCD's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Gold Ridge RCD agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency

based upon a claim relating to Gold Ridge RCD's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Gold Ridge RCD's obligations under this Paragraph 4.4 apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency. Sonoma County Water Agency shall have the right to select its legal counsel at Gold Ridge RCD's expense, subject to Gold Ridge RCD's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Gold Ridge RCD or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

- 4.5. Invoices: Gold Ridge RCD shall submit its invoice upon execution of this Agreement. The invoice shall show or include:
- a. Gold Ridge RCD name
 - b. Name of Agreement
 - c. Water Agency's Project-Activity Code F0296M038
 - d. Task performed with an itemized description of services rendered by date
 - e. Time in quarter hours devoted to the task
 - f. Hourly rate or rates of the persons performing the task
 - g. List of reimbursable materials and expenses
 - h. Copies of receipts for reimbursable materials and expenses
- 4.6. Statutory Compliance/Living Wage Ordinance. Gold Ridge RCD agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Gold Ridge RCD expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 4.7. Refund of Unused Funds. Following completion of work, Gold Ridge RCD shall submit receipts and invoices to verify actual costs. If total of actual costs of authorized expenses is less than the total amount provided under this Agreement, Gold Ridge RCD shall refund the difference to Water Agency within 30 calendar days of the event.
- 4.8. Refund Upon Cancellation. If Gold Ridge RCD determines Project will not occur, Gold Ridge RCD shall immediately notify Water Agency in writing. In such case,

Gold Ridge RCD shall refund any funding provided under this Agreement by Water Agency within 30 calendar days of said determination.

5. WATER AGENCY'S RESPONSIBILITIES

5.1. Total.

- a. The total amount payable under this Agreement shall not exceed \$17,596.
- b. Total costs shall not be exceeded, regardless of whether it takes Gold Ridge RCD more time to complete or costs more than anticipated.

5.2. Payments. Gold Ridge RCD shall be paid in accordance with Exhibit B (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit B.

5.3. Items to be Provided. Water Agency logo or other identifying material, as requested by Gold Ridge RCD.

6. TERM OF AGREEMENT

6.1. The term of this Agreement shall be from November 1, 2016 ("Effective Date") to June 30, 2017, unless terminated earlier in accordance with the provisions of Article 7 (Termination).

7. TERMINATION

7.1. At any time and without cause, Water Agency has the right, in its sole discretion, to terminate this Agreement by giving five calendar days' written notice to Gold Ridge RCD. In the event of such termination, Water Agency will pay Gold Ridge RCD for services satisfactorily rendered to the date of termination. In addition, should Gold Ridge RCD fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Water Agency may immediately terminate this Agreement by giving Gold Ridge RCD written notice of such termination, stating the reason for termination. In the event of such termination, Water Agency will pay Gold Ridge RCD for services satisfactorily rendered to the date of termination. However, Water Agency will deduct from such amount the amount of damage, if any, sustained by Water Agency by virtue of the breach of the Agreement by Gold Ridge RCD. Water Agency's right to terminate may be exercised by Water Agency's General Manager.

8. ADDITIONAL REQUIREMENTS

8.1. Bottled Water. In accordance with Sonoma County Water Agency Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Water Agency funding shall be used to purchase single-serving, disposable water bottles for use in Water Agency facilities or at Water Agency-sponsored events. This restriction shall not apply when potable water is not available.

- 8.2. Authority to Amend Agreement. Changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by the Water Agency's General Manager in a form approved by County Counsel.
- 8.3. No Waiver of Breach. The waiver by Water Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 8.4. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Gold Ridge RCD and Water Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Gold Ridge RCD and Water Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 8.5. No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 8.6. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.
- 8.7. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 8.8. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

TW 17/18-016

By: _____
Water Agency Division Manager –
Administrative Services

Approved as to form:

By: _____
Cory O’Donnell, Deputy County Counsel

Sonoma County Water Agency

**Gold Ridge Resource Conservation District, a
special district organized under the California
Public Resources Code**

By: _____
Grant Davis
General Manager
Authorized per Water Agency’s Board of
Directors Action on April 3, 2018

By: _____

(Please print name here)

Title: _____

Date: _____

Date: _____

Exhibit A

Project Description

1. BACKGROUND

The Green Valley Road Stream Crossing Project (Project) is an effort to develop and implement measures to alleviate chronic flooding of Green Valley Road and adjacent private parcels at the site where the road crosses Green Valley Creek. The creek overtops Green Valley Road with relatively high water velocities, resulting in hazardous conditions as flood waters cross the road and flow through the adjacent Sanchietti Vineyard toward Atascadero Creek. In addition to cutting off access to areas accessible via Green Valley Road to the west of the site, flooding has resulted in stranding of endangered and threatened aquatic organisms. Stranding of coho salmon, steelhead trout and California freshwater shrimp was documented at the site in 2016.

Flooding at the site has increased in magnitude, frequency, and duration for the past several years. The existing stream channel has aggraded to the point where the channel bed lies less than two feet lower than the road surface, and over the past couple of winters the creek has taken weeks to recede from the road once flooding has commenced. As the existing channel continues to fill in with sediment, there is an increasing possibility that a high flow will cause the stream to abandon its current channel and establish a new channel through the vineyard. In addition to cutting road access for an indefinite time, the new channel would lack the habitat features and riparian cover of the current channel and could pose a barrier to salmonid migration at multiple life stages.

2. PROGRESS TO DATE

Gold Ridge RCD has worked with partners since 2013 to identify potential project approaches to address the flooding. In 2013, Gold Ridge RCD hired O'Connor Environmental Inc. (OEI) to evaluate the causes, extent and frequency of flooding, develop a hydrologic and flood model for the site, and use the model to evaluate various flood remediation scenarios. OEI was tasked with examining hydrologic and geomorphic processes both at the site and on a watershed scale to ensure model accuracy and to predict and accommodate potential future changes at the site. Gold Ridge RCD, OEI, resource agencies, and landowners have collaborated to develop and model project alternatives.

OEI completed an analysis of historical conditions and studies of hydrology and sediment inputs and transport processes, and developed a model in which the extent of flooding and floodwater velocities under various conditions can be accurately simulated. The model was used to simulate stream and flooding behavior under several flood remediation scenarios.

When model results demonstrated that no single treatment would eliminate flooding at the design discharge, OEI modeled combinations of treatments and worked with Gold Ridge RCD to develop project alternatives from these combinations. From this work, three scenarios were identified that were partially or completely effective in preventing flooding over Green Valley Road at the design discharge. These scenarios were developed into three project alternatives and, based on estimations of effectiveness of each alternative as well as input from a variety of stakeholders, a channel re-establishment and sediment management alternative was selected

as the preferred alternative. OEI then composed a conceptual project design, which was presented at a public meeting in November of 2016.

Efforts to date have been funded by grants to Gold Ridge RCD from the California State Coastal Conservancy and funding from the Water Agency. The Water Agency funding was intended to fund completion of the feasibility and design process (including project engineering) and take the project through permitting. However, the complexities involved in addressing the flooding, and in relations with the adjacent landowners, significantly prolonged the process of identifying a preferred alternative. Funds from both sources were exhausted as of November 2016.

Originally, the intent was for Gold Ridge RCD to continue to move forward with the project as a new agreement was put in place. Gold Ridge RCD prepared a scope and budget for completing design and permitting and started to develop a Request for Statements of Qualifications and a preliminary implementation budget. Gold Ridge RCD stopped work in June when the Water Agency decided to bring the project in-house.

3. DELIVERABLES

- 3.1. Completed a preliminary scope and budget for completing design and permitting. Water Agency received this deliverable on April 18, 2017.
- 3.2. Began work on a Request for Statements of Qualifications and a preliminary implementation budget. This was not completed because Water Agency assumed responsibility for the remaining work on the Project after November 2016.

Exhibit B

Schedule of Costs

PERSONNEL	
Name or Title	Hourly Rates not Subject to Prevailing Wages
Brittany Jensen	\$107
John Green	\$103
William Hart	\$92
Noelle Johnson	\$100
Sierra Cantor	\$96
Adriana Stagnaro	\$70
Jason Hoorn	\$95
Joe Pozzi	\$105
Administrative Assistant	\$76
EXPENSES	
PREVAILING WAGES	
For work subject to prevailing wage rates, the hourly rate charged will be equivalent to the prevailing wage rate applicable to the work performed by each laborer.	
Item	Cost
Subconsultant: O'Connor Environmental, Inc.	At cost
Mileage for personal car	\$0.535 per mile



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 4
(This Section for use by Clerk of the Board Only.)

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: April 3, 2018

Vote Requirement: 4/5

Department or Agency Name(s): Sonoma County Water Agency

Staff Name and Phone Number:

Brad Sherwood (707) 547-1927

Supervisorial District(s):

Title: Quagga and Zebra Mussel Inspection Demonstration and Training

Recommended Actions:

- A) Authorize Water Agency's General Manager to execute an agreement with Dogs With Jobs, LLC for quagga and zebra mussel inspection, demonstration, training, and related services through December 31, 2019, in the amount of \$230,000.
- B) Approve Resolution Authorizing Adjustments to the Board Adopted Budget for Fiscal Year 2017-2018 for the Water Agency General Fund and Russian River Projects Fund, each in the Amount of \$230,000.

Executive Summary:

Quagga and zebra mussels are an invasive mussel that, if introduced into a waterway, can devastate the natural environment, clog water and flood protection infrastructure, and cost millions of dollars in maintenance. Mussels are transported between waterways by watercraft, primarily recreational boats. Consultant will provide multiple inspections at Lake Sonoma and Lake Mendocino as part of an effort to prevent invasive mussels in these bodies of water. The item also requests approval of a Resolution authorizing adjustments to the Water Agency's budget to fund the agreement.

Discussion:

HISTORY OF ITEM/BACKGROUND

The Water Agency is a member of the North Coast Mussel Prevention Consortium and is working with North Coast Mussel Prevention Consortium's partner agencies to implement watercraft inspections at both Lake Mendocino and Lake Sonoma. Lakes Sonoma and Mendocino are currently mussel free, however mussels have infested a waterway south of Sonoma County, in San Benito County.

The Water Agency requires the Consultant's expertise and assistance to continue the inspection demonstrations and to provide training for watercraft inspectors. Consultant has performed prior boat inspections at both lakes since 2012 and will adhere to the North Coast Mussel Prevention Consortium's prevention plan during the inspection process. Consultant recently changed its name to Dogs With Jobs, LLC from Central Valley Detection Canine.

SELECTION PROCESS

Consultant was chosen based on Consultant’s knowledge and prior experience implementing boat inspections at both Lake Sonoma and Lake Mendocino. There are no other consultants that provide mussel detecting canines in California. Consultant provides a unique service that helps meet the goals of the Water Agency’s prevention program.

SERVICES TO BE PERFORMED

Under the proposed agreement, Consultant will provide 98 quagga and zebra mussel inspections and demonstrations per year, utilizing a team of specially trained canines to help inspect boats. This will help educate boaters on how to clean, drain, and dry their boats to better protect our waterways from a mussel infestation. In addition, Consultant will provide boat inspection training at Lake Sonoma to volunteer inspectors to help develop year-round inspections at both reservoirs.

The U.S. Army Corps of Engineers and the Friends of Lake Sonoma will partner with the Water Agency to implement boat inspections and public awareness at the reservoirs. The California Department of Fish and Wildlife will provide law enforcement as needed. The Sonoma County Sheriff’s Office, which provides law enforcement on Lake Sonoma, is also a key partner in helping educate boaters about the importance of mussel inspections.

The total agreement amount is \$230,000. The term end date is December 31, 2019.

RECOMMENDATION

Water Agency staff recommends that the Board authorize Water Agency's General Manager to execute an agreement with Dogs With Jobs, LLC for quagga and zebra mussel inspection, demonstration, training, and related services through December 31, 2019, in the amount of \$230,000 and approve the associated Resolution authorizing adjustments to the Water Agency’s budget to fund the agreement.

Prior Board Actions:

- 05/03/2016: Authorized the Chair to execute an agreement with Central Valley Detection Canine to provide quagga and zebra mussel inspection, demonstration, training, and related services. Cost \$201,100; agreement term end December 31, 2017.
- 06/23/2015: Approved amended agreement between Water Agency and Central Valley Detection Canine for quagga and zebra mussel inspections. Cost \$52,400 for a new not-to-exceed agreement total of \$70,000; term end December 31, 2015.
- 03/03/2015: Authorized the General Manager to execute a Memorandum of Understanding between the Water Agency and the U.S. Army Corps of Engineers for the Lake Mendocino and Lake Sonoma Projects Quagga.
- 05/12/2012: Authorized the Chair to execute the Memorandum of Understanding Regarding the North Coast Zebra and Quagga Mussel Consortium, between the County of Sonoma and Sonoma County Water Agency, and Mendocino and Humboldt Counties, Marin Municipal Water District, and the Mendocino County Russian River Flood Control and Water Conservation Improvement District.

01/10/2012: Approved resolution identifying the potential for an infestation of zebra and quagga mussels (mussels) into North Coast waterways and directed staff to coordinate a consortium through the Eel Russian River Commission that would implement prevention planning against an infestation of mussels.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

This agreement will support efforts to further protect the Russian River watershed from the introduction of invasive species. Protecting the watershed is critical to ensuring the region’s water supply remains resilient for today and future generations.

Water Supply and Transmission System, Goal 2: Maintain and improve the reliability of the Water Transmission System.

Preventing the introduction of mussels into the water transmission system, including Lakes Sonoma and Mendocino, protects the resiliency and operations of critical habitat and infrastructure.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$460,000	\$0	\$0
Additional Appropriation Requested			
Total Expenditures	\$460,000	\$0	\$0
Funding Sources			
General Fund/WA GF	230,000	0	\$0
State/Federal			
Fees/Other	\$230,000	\$0	\$0
Use of Fund Balance			
Contingencies			
Total Sources	\$460,000	\$0	\$0

Narrative Explanation of Fiscal Impacts:

Budgeted amount of \$230,000 will be made available in the Russian River Projects Fund through a Board-approved Budgetary Resolution for FY 17/18. These appropriations are offset by \$230,000 in Water Agency General Fund fund balance.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
N/A			
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
Agreement Resolution			
Related Items “On File” with the Clerk of the Board:			
None			

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Inspection_summ.docm

CF/45-0-21 Central Valley Detection Canine, LLC (Agree for Quagga and
Zebra Mussel Inspection Demonstration and Training) 17/18-072 (ID 6908)

Date: April 3, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors of the Sonoma County Water Agency Authorizing Adjustments to the Board Adopted Budget for Fiscal Year 2017-2018 for the Sonoma County Water Agency General Fund in the Amount of \$230,000 and the Russian River Projects Fund in the Amount of \$230,000 for the Quagga and Zebra Mussel Inspection Program

Whereas, the Board of Directors of the Sonoma County Water Agency (Water Agency) adopted the Water Agency Fiscal Year 2017-2018 budget on June 15, 2017; and

Whereas, Sections 29088 through 29092 of the Government Code, State of California allow for adjustments to the Fiscal Year 2017-2018 Adopted Budget; and

Whereas, the Water Agency desires to adjust the Fiscal Year 2017-2018 Adopted Budget for the Sonoma County Water Agency General Fund and the Russian River Projects Fund each in the amount of \$230,000 for the continuation of the Quagga and Zebra Mussel Inspection Program as part of an effort to prevent invasive mussels; and

Whereas, a resolution from the Water Agency's governing board authorizing such budget adjustment is required.

Now, Therefore, Be It Resolved that the County Auditor-Controller-Treasurer-Tax Collector and the County Administrator are hereby authorized and directed to complete the budgetary and accounting transfers and adjustments to the Sonoma County Water Agency (Water Agency) Fiscal Year 2017-2018 budget as follows:

Resolution #

Date:

Page 2

Fiscal Year 2017-2018 Expenditures		Amount
14015-33010100	General Fund	
57012	Transfers Out - between Governmental Funds	230,000.00
44105-33030300	Russian River Projects Fund	
51803	Other Contract Services	230,000.00
Total Expenditures		460,000.00
Fiscal Year 2017-2018 Funding Sources		
44105-33030300	Russian River Projects Fund	
47102	Transfers In - between Governmental Funds	230,000.00
44105-33030300	Russian River Projects Fund	
	Fund Balance	230,000.00
Total Funding Sources		460,000.00

Directors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Agreement for Quagga and Zebra Mussel Inspection Program

This agreement (“Agreement”) is by and between Sonoma County Water Agency, a body corporate and politic of the State of California (“Water Agency”) and **Dogs With Jobs, LLC**, a limited liability company (“Consultant”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 5.1.

RECITALS

- A. Consultant represents that it is a duly qualified detection canine firm, experienced in quagga and zebra mussel inspection demonstrations, training, and related services.
- B. Quagga and zebra mussels are an invasive mussel that, if introduced into a waterway, can devastate the natural environment, clog water and flood protection infrastructure, and cost millions of dollars in maintenance.
- C. Water Agency is a member of the North Coast Mussel Prevention Consortium and is working with the North Coast Mussel Prevention Consortium’s partner agencies to implement watercraft inspection demonstrations at both Lake Mendocino and Lake Sonoma.
- D. Water Agency requires Consultant's expertise and assistance to continue the inspection demonstrations and to provide training for watercraft inspectors.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. RECITALS

- 1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

- 2.1. The following exhibits are attached hereto and incorporated herein:
 - a. Exhibit A: Scope of Work
 - b. Exhibit B: Schedule of Rates
 - c. Exhibit C: Insurance Requirements

3. SCOPE OF SERVICES

- 3.1. *Consultant’s Specified Services:* Consultant shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A and pursuant to Article 9 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.
- 3.2. *Cooperation with Water Agency:* Consultant shall cooperate with Water Agency in the performance of all work hereunder. Consultant shall coordinate the work with Water Agency’s Project Manager. Contact information and mailing addresses:

Water Agency	Consultant
Project Manager: Brad Sherwood 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-547-1927 Email: Brad.Sherwood@scwa.ca.gov	Contact: Debra DeShon 5404 Epperson Ct. Oakdale, CA 95361 Phone: 209-853-2812 Email: deshon@musseldogs.info
<p style="text-align: center;">Remit invoices to:</p> Susan Bookmyer Same address as above or Email: susan.bookmyer@scwa.ca.gov	<p style="text-align: center;">Remit payments to:</p> Same address as above

- 3.3. *Performance Standard and Standard of Care:* Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by Water Agency shall not operate as a waiver or release. Water Agency has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. If Water Agency determines that any of Consultant’s work is not in accordance with such level of competency and standard of care, Water Agency, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Water Agency to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 6 (Termination); or (d) pursue any and all other remedies at law or in equity.
- 3.4. *Assigned Personnel:*
 - a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Water Agency, in its sole discretion, desires the removal of any person or persons assigned by Consultant to

perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Water Agency.

- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Water Agency to be key personnel whose services were a material inducement to Water Agency to enter into this Agreement, and without whose services Water Agency would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Water Agency.
- c. With respect to performance under this Agreement, Consultant shall employ the following key personnel:

<i>Title</i>	<i>Name</i>
Owner	Debra DeShon

- d. In the event that any of Consultant’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Consultant’s control, Consultant shall be responsible for timely provision of adequately qualified replacements.

4. PAYMENT

4.1. *Total Costs:*

- a. Total costs under this Agreement shall not exceed \$230,000.
 - i. Year 1 costs shall not exceed 115,000.
 - ii. Year 2 costs shall not exceed \$115,000.

4.2. *Method of Payment:* Consultant shall be paid in accordance with the following terms:

- a. Consultant shall be paid in accordance with Exhibit B (Schedule of Rates). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit B. Expenses not expressly authorized by the Agreement shall not be reimbursed.
- b. Consultant shall not be entitled to reimbursement for expenses incurred in completion of the services.

4.3. *Invoices:* Consultant shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Water Agency. The bills shall show or include:

- a. Consultant name
- b. Name of Agreement
- c. Water Agency’s Project-Activity Code W0037C018
- d. Task performed with an itemized description of services rendered by date

- e. Summary of work performed by subconsultants, as described in Paragraph 15.4
 - f. Time in quarter hours devoted to the task
 - g. Hourly rate or rates of the persons performing the task
- 4.4. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Water Agency business after presentation of an invoice in a form approved by Water Agency for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Water Agency.
- 4.5. *Taxes Withheld by Water Agency:*
- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, the Water Agency shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.
- 4.6. If Consultant does not qualify, as described in Paragraph 4.5.a, Water Agency requires that a completed and signed Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, as described in Paragraph 4.5.a, then Water Agency requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Consultant agrees to promptly notify Water Agency of any changes in the facts. Forms should be sent to Water Agency pursuant to Article 16 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Consultant has the option to provide Water Agency with either a full or partial waiver from the State of California. *Funding:*
- a. Funding for this Agreement is as follows:

<i>Current Fiscal Year</i>	<i>Budgeted Appropriation</i>
2017/2018	\$115,000
<i>Subsequent Fiscal Years</i>	<i>Planned Appropriation</i>
2018/2019	\$115,000

- b. Availability of Funding in Subsequent Fiscal Years:
 - i. Water Agency's performance under this Agreement in subsequent years is contingent upon appropriation of funds by Water Agency's Board of Directors. Water Agency shall have no liability under this Agreement if

sufficient funds are not appropriated in subsequent fiscal years by Water Agency's Board of Directors for the purpose of this Agreement.

- ii. If funding for this Agreement for any fiscal year is reduced or eliminated by Water Agency's Board of Directors, Water Agency shall have the option to either terminate this Agreement in accordance with Article 6 (Termination) or offer an amendment to Consultant to reflect the reduced amount.

5. TERM OF AGREEMENT AND COMMENCEMENT OF WORK

- 5.1. Term of Agreement:
 - a. This Agreement shall expire on December 31, 2019, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- 5.2. Commencement of Work:
 - a. Consultant is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

6. TERMINATION

- 6.1. *Authority to Terminate:* Water Agency's right to terminate may be exercised by Water Agency's General Manager.
- 6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Water Agency shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.
- 6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Water Agency may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.
- 6.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Water Agency all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 12.9 and shall submit to Water Agency an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 6.5. *Payment Upon Termination:* Upon termination of this Agreement by Water Agency, Consultant shall be entitled to receive as full payment for all services

satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Water Agency terminates the Agreement for cause pursuant to Paragraph 6.3, Water Agency shall deduct from such amounts the amount of damage, if any, sustained by Water Agency by virtue of the breach of the Agreement by Consultant.

7. INDEMNIFICATION

7.1. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to indemnify, hold harmless, and release Sonoma County Water Agency, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency based upon a claim relating to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Article 7 apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency. Sonoma County Water Agency shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

8. INSURANCE

8.1. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C (Insurance Requirements).

9. PROSECUTION OF WORK

9.1. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement

shall be extended by a number of days equal to the number of days Consultant has been delayed.

10. EXTRA OR CHANGED WORK

10.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by the Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that Water Agency personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Water Agency.

11. CONTENT ONLINE ACCESSIBILITY

- 11.1. *Accessibility:* Water Agency policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
- 11.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Water Agency managed or Water Agency funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and Water Agency's Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>.
- 11.3. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the Internet, public outreach materials), Consultant shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g., Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
- 11.4. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Water Agency staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.

- 11.5. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Water Agency's Web Site Accessibility Policy shall be the responsibility of Consultant. If Water Agency, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Water Agency managed or Water Agency funded Web site does not comply with Water Agency Accessibility Standards, Water Agency will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Water Agency, repair or replace the non-compliant materials within such period of time as specified by Water Agency in writing. If the required repair or replacement is not completed within the time specified, Water Agency shall have the right to do any or all of the following, without prejudice to Water Agency's right to pursue any and all other remedies at law or in equity:
- a. Cancel any delivery or task order
 - b. Terminate this Agreement pursuant to the provisions of Article 6 (Termination); and/or
 - c. In the case of custom Electronic and Information Technology (EIT) developed by Consultant for Water Agency, Water Agency may have any necessary changes or repairs performed by itself or by another contractor. In such event, Consultant shall be liable for all expenses incurred by Water Agency in connection with such changes or repairs.
- 11.6. *Water Agency's Rights Reserved:* Notwithstanding the foregoing, Water Agency may accept deliverables that are not strictly compliant with Water Agency Accessibility Standards if Water Agency, in its sole and absolute discretion, determines that acceptance of such products or services is in Water Agency's best interest.

12. REPRESENTATIONS OF CONSULTANT

- 12.1. *Status of Consultant:* The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Water Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Water Agency provides its employees. In the event Water Agency exercises its right to terminate this Agreement pursuant to Article 6 (Termination), Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 12.2. *No Suspension or Debarment:* Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.

- 12.3. *Taxes:* Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold Water Agency harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case Water Agency is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Water Agency with proof of payment of taxes on these earnings.
- 12.4. *Records Maintenance:* Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Water Agency for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 12.5. *Conflict of Interest:* Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Water Agency, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Water Agency within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 12.6. *Statutory Compliance/Living Wage Ordinance:* Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 12.7. *Nondiscrimination:* Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex,

marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

- 12.8. *Assignment of Rights:* Consultant assigns to Water Agency all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Water Agency in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Water Agency may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Water Agency. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Water Agency.
- 12.9. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Water Agency. Water Agency shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to Water Agency all such documents, which have not already been provided to Water Agency in such form or format as Water Agency deems appropriate. Such documents shall be and will remain the property of Water Agency without restriction or limitation. Consultant may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Water Agency.

13. PREVAILING WAGES

- 13.1. *Prevailing Wage Exemption; No Subcontracting:* Because all work to be performed pursuant to this Agreement will be performed by Consultant employees, the parties agree that the work is exempt from California prevailing wage requirements. Consultant shall not subcontract any portion of the work, except as Water Agency may specifically authorize (after a review of any implications under California's prevailing wage laws).

14. DEMAND FOR ASSURANCE

- 14.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either

party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 14 limits Water Agency's right to terminate this Agreement pursuant to Article 6 (Termination).

15. ASSIGNMENT AND DELEGATION

- 15.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 15.2. *Subcontracts:* Notwithstanding the foregoing, Consultant may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.
- 15.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 15.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 15.2. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 15.2 :
 - a. Prior to entering into any contract with subconsultant, Consultant shall obtain Water Agency approval of subconsultant.
 - b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Water Agency in substantially the same form as that contained in Article 7 (Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.
- 15.4. *Summary of Subconsultants' Work:* Consultant shall provide Water Agency with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.3. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

16. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS

- 16.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.
- 16.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 16.

17. MISCELLANEOUS PROVISIONS

- 17.1. *No Bottled Water:* In accordance with Water Agency Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Water Agency funding shall be used to purchase single-serving, disposable water bottles for use in Water Agency facilities or at Water Agency-sponsored events. This restriction shall not apply when potable water is not available.
- 17.2. *No Waiver of Breach:* The waiver by Water Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 17.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and Water Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and Water Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

- 17.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 17.5. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 17.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the city of Santa Rosa, in the County of Sonoma.
- 17.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 17.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 17.9. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 17.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

TW 17/18-072

Reviewed as to funds:

By: _____
Water Agency Division Manager -
Administrative Services

Approved as to form:

By: _____
Cory O'Donnell, Deputy County Counsel

Insurance Documentation is on file with
Water Agency

Date/TW Initials: 2/28/2018 JC

Sonoma County Water Agency

Dogs With Jobs, LLC, a limited liability
company

By: _____
Grant Davis
General Manager
Authorized per Water Agency's Board of
Directors Action on April 3, 2018

By: _____
Debra DeShon
(Please print name here)

Title: Manager

Date: _____

Date: _____

Exhibit A

Scope of Work

1. **TASKS**

1.1. Task 1: Boat ramp inspections

- a. Provide 98 full days of inspections per year—49 at Lake Sonoma and 49 at Lake Mendocino
- b. Each inspection shall be scheduled for two consecutive days
- c. Each inspection shall be a maximum of eight hours: seven hours of inspection demonstration activities and one hour for set-up and tear-down time
- d. Provide canine team and two people at each inspection
- e. Provide dead mussels at each inspection for the dogs to inspect
- f. Provide proof of California Department of Fish and Wildlife permit for carrying mussels

Deliverable	Due Date
Boat ramp inspections at Lake Sonoma	As mutually agreed upon by the Parties, but in no even later than November 1 st of 2018 and 2019, respectively
Boat ramp inspections at Lake Mendocino	As mutually agreed upon by the Parties, but in no even later than November 1 st of 2018 and 2019, respectively

1.2. Task 2: Training

- a. Provide a one-day boat inspection training at Lake Sonoma
- b. Training shall focus on educating watercraft mussel prevention inspectors to properly inspect boats for mussels
- c. Training shall be conducted based on the North Coast Consortium Prevention Plan. The prevention plan can be referenced online at www.dontmoveamussel.com
- d. Class maximum: Eight people
- e. Supply training materials, manuals, and agendas for the trainings
- f. Water Agency will coordinate the exact location for training and arrange for example boats for training
- g. Coordinate with U.S. Army Corp of Engineers and Friends of Lake Sonoma for training participants

Deliverable	Due Date
One training and training materials	May 15, 2019

1.3. Task 3: Public Appearances

- a. Provide a canine and a handler for public appearances at the request of the Water Agency at events such as the Steelhead Festival

Deliverable	Due Date
To be determined	To be determined

2. DELIVERABLES

- 2.1. Submit one electronic copy in PDF format (emailed, on CD, or via internet) and three hard copies of each final deliverable to Water Agency
- 2.2. Comply with requirements of Article 11 (Content Online Accessibility).

Exhibit B

Schedule of Costs

Description	Rate
Consultant	\$600 per day in person
	\$62 per hour by phone
Boat ramp staffing 1 canine and handler plus inspector (8 hours per day)	\$930 per day
Boat ramp staffing 2 canines and handler plus inspector (8 hours per day) – Lake Sonoma	\$1,100 per day
Add-ons	
Boat ramp staffing with canine team	\$125 per additional hour
Boat ramp staffing with 1 canine and handler plus inspector	\$930 per additional consecutive day
Boat ramp staffing with 2 canines and handler plus inspector – Lake Sonoma	\$1,100 per additional consecutive day
Boat ramp staffing without canine (2 inspectors)	\$65 per hour
Boat inspection training	\$1,000 per day
Public Appearances	\$750 per day

Exhibit C

Insurance Requirements

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

Water Agency reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. INSURANCE

- 1.1. Workers Compensation and Employers Liability Insurance
 - a. Required if Consultant has employees as defined by the Labor Code of the State of California.
 - b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
 - c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
 - d. Required Evidence of Insurance: Certificate of Insurance.
- 1.2. General Liability Insurance
 - a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
 - b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, Water Agency requires and shall be entitled to coverage for the higher limits maintained by Consultant.
 - c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Water Agency. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Water Agency's written request, regardless of whether Consultant has a claim

against the insurance or is named as a party in any action involving the Water Agency.

- d. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in Insurance Services Office form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
 - ii. Certificate of Insurance.

1.3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Standards for Insurance Companies

- a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

1.5. Documentation

- a. The Certificate of Insurance must include the following reference: TW 17/18-072.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with Water Agency for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, or 1.2.h.i above.

- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.6. Policy Obligations

- a. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

1.7. Material Breach

- a. If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. Water Agency, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Water Agency may purchase the required insurance, and without further notice to Consultant, Water Agency may deduct from sums due to Consultant any premium costs advanced by Water Agency for such insurance. These remedies shall be in addition to any other remedies available to Water Agency.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER insureCAL Insurance Agency 1065 Colorado Ave., Ste 5 Turlock CA 95380		CONTACT NAME: Colbie McRae PHONE (A/C No. Ext): (209) 250-0269 E-MAIL ADDRESS: info@insurecal.com FAX (A/C, No): (209) 633-5799	
INSURED		INSURER(S) AFFORDING COVERAGE	
Dogs With Jobs, LLC. DBA Mussel Dogs Po Box 238 Denair CA 95316		INSURER A: ATLANTIC CAS INS CO INSURER B: STATE COMPENSATION INSURANCE FUND INSURER C: BEAZLEY INS CO INC INSURER D: INSURER E: INSURER F:	NAIC # 42846 35076 37540

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			L268000028	03/24/2017	03/24/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			9225826-2018	02/08/2018	02/08/2019	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			V1E2BC170101	03/27/2017	03/27/2018	Per Occurrence/Aggre: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Sonoma County Water Agency its officers, agents, and employees are listed as additional insured with regards to general liability. The insurance is both primary and non-contributory

CERTIFICATE HOLDER**CANCELLATION**

Sonoma County Water Agency its officers, agents, and employees 404 Aviation Blvd Santa Rosa CA 95403-9019	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION - PRIMARY AND NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:	
Sonoma County Water Agency its Officers, agents and employees	
404 Aviation Blvd	
Santa Rosa	CA 95403-9019

- A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B.** This insurance is Primary and Non-Contributory, but only for the Additional Insured shown in the schedule and only for liability arising from the Insured's negligence for ongoing operations.
- C.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 5
(This Section for use by Clerk of the Board Only.)

To: Board of Directors, Occidental County Sanitation District

Board Agenda Date: April 3, 2018

Vote Requirement: Majority

Department or Agency Name(s): Occidental County Sanitation District

Staff Name and Phone Number:

David Royall 521-1892

Supervisorial District(s):

Fifth

Title: Wastewater Hauling Services

Recommended Actions:

Authorize Water Agency's General Manager acting on behalf of Occidental County Sanitation District to negotiate and execute an agreement, in a form approved by County Counsel, with a wastewater hauling provider through June 30, 2019, in the not-to-exceed amount of \$800,000.

Executive Summary:

To comply with the North Coast Regional Water Quality Control Board's requirement to completely eliminate discharges to Graham's Pond and to eliminate seasonal discharges to Dutch Bill Creek, this agreement is necessary in order to haul untreated wastewater from Occidental County Sanitation District (District) to Airport/Larkfield/Wikiup Sanitation Zone treatment plant for treatment and disposal.

Discussion:

HISTORY OF ITEM/BACKGROUND

The Occidental County Sanitation District (District) has been actively working toward solving its wastewater challenges since the 1990s, when Cease and Desist Order No. 97-74 was issued by the North Coast Regional Water Quality Control Board. Cease and Desist Order No. 97-74 and subsequent Cease and Desist Orders have been issued to the District to require that the District complete a project to meet treatment requirements and end discharge to Graham's Pond between May 15 and September 30.

Since 1997, the District has pursued many projects including treatment plant upgrades and the construction of a new effluent storage pond; a pipeline to the Russian River County Sanitation District wastewater treatment plant in Guerneville; a community leach field; and a project to haul District's wastewater to the Russian River County Sanitation District's main lift station for collection, treatment, storage, and disposal. Each project has been met with challenges that were not overcome.

The District is pursuing a project to haul District's wastewater to Airport/Larkfield/Wikiup Sanitation Zone's (Zone) treatment plant for treatment thereby meeting the requirements of the current Cease and Desist Order.

Sonoma County Water Agency operates District under contract with District. Sonoma County Water Agency operates and manages Zone.

SELECTION PROCESS

On January 23, 2018, Water Agency and its affiliated sanitation districts issued a Request for Statements of Qualifications to the following 16 firms:

- | | |
|---|---|
| 1. Affordable Septic Pumping, Santa Rosa, CA | 9. Northcoast Waterworks, Santa Rosa, CA |
| 2. BDK Septic Service, Santa Rosa, CA | 10. Pearson Trucking, Forestville, CA |
| 3. Bill Pardini Trucking Inc., Petaluma, CA | 11. Petaluma Septic Service, Penngrove, CA |
| 4. Clifton Water Tucking, Santa Rosa, CA | 12. Quality Septic Services, Santa Rosa, CA |
| 5. Environmental Pump Services, Healdsburg, CA | 13. Sbragia Septic, Healdsburg, CA |
| 6. Industrial Carting, Santa Rosa, CA | 14. Sequoia Septic Tank Service, Santa Rosa, CA |
| 7. Joe's Farmers Septic & Grease Services, Inc., Santa Rosa, CA | 15. United Site Services, Benicia, CA |
| 8. North Bay Septic Service, Santa Rosa, CA | 16. Vineyard Septic, Rohnert Park, CA |

The Request for Statements of Qualifications was also posted on the Sonoma County Water Agency and County of Sonoma Purchasing Department websites.

Joe's Farmers Septic & Grease Services, Inc., and Industrial Carting each submitted a Statement of Qualifications:

The following criteria were used to evaluate each firm.

- 1) Thoroughness of submittal.
- 2) Professional qualifications and demonstrated ability to perform the work.
- 3) Exceptions to standard terms in the sample agreement.

Based on the evaluations, Joe's Farmers Septic & Grease Services, Inc., and Industrial Carting were selected for the list of qualified Service Providers.

SERVICES TO BE PERFORMED

District does not own the necessary equipment to perform the wastewater hauling. Under the proposed agreement, Service Provider will transport untreated wastewater approximately 32 miles from the District Main Lift Station to the Zone Wastewater Treatment Plant Receiving Station where the wastewater will be discharged into the Zone collection system for treatment, storage, and disposal.

District estimates a minimum of twenty round trips per week, five days a week, and four trips per day are required to meet the average daily transport volume of 28,000 gallons. Up to fifteen round trips a day, seven days per week may be requested by District. Trips will normally be regulated to Monday through Friday between the hours of 8 a.m. and 4 p.m. but may include after hours, weekends, or holiday work.

The cost of services will not exceed \$800,000; the term end date is June 30, 2019.

RECOMMENDATION

District staff recommends that the Board authorize Water Agency's General Manager acting on behalf of Occidental County Sanitation District to negotiate and execute an agreement, in a form approved by County Counsel, with one of the qualified service providers for wastewater hauling services through June 30, 2019, an amount not-to-exceed \$800,000 for compliance with North Coast Regional Water Quality Board's requirements.

Prior Board Actions:

- | | |
|------------|---|
| 2/6/2018 | Board Action approving the Occidental County Sanitation District Wastewater Transport Compliance Project |
| 12/12/2017 | Resolution Determining that the Occidental County Sanitation District to Airport/Larkfield/Wikiup Sanitation Zone Wastewater Transport Project will not have a Significant Adverse Effect on the Environment; Adopting the Initial Study and Negative Declaration of Environmental Impact for the Project; Approving the Project, Making Certain Related Findings, and Authorizing the Filing of a Notice of Determination. |
| 3/15/2016 | Occidental County Sanitation District Private Sewer Lateral Replacement Program |

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

This item helps to ensure community members have access to safe and reliable sanitation systems.

Water Agency Strategic Plan Alignment

Waste Water Treatment and Water Reuse, Goal 1: Improve operational reliability of wastewater treatment and water reuse systems. The item meets this goal by completely eliminating discharges to Graham's Pond and eliminating seasonal discharges to Dutch Bill Creek thereby complying with the North Coast Regional Water Quality Control Board's requirements.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$800,000		
Additional Appropriation Requested			
Total Expenditures	\$800,000		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$800,000		
Use of Fund Balance			
Contingencies			
Total Sources	\$800,000		
Narrative Explanation of Fiscal Impacts:			
Budgeted amount of \$800,000 is available from FY 2017/2018 appropriations for the Occidental County Sanitation District operations fund. No additional appropriation is required.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
N/A			
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
Sample Agreement			
Related Items "On File" with the Clerk of the Board:			
None.			

SAMPLE Agreement for Wastewater Hauling Services

This agreement (“Agreement”) is by and between **Occidental County Sanitation District** (“District”) and **TBD** (“Service Provider”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 5.1.

RECITALS

- A. Service Provider represents that it is a duly qualified firm experienced in hauling wastewater and related services.
- B. Sonoma County Water Agency operates District under contract with District. References to District employees are understood to be Sonoma County Water Agency employees acting on behalf of Districts.
- C. Sonoma County Water Agency operates and manages Airport/Larkfield/Wikiup Sanitation Zone (“Zone”).
- D. District has been actively working toward solving its wastewater challenges since the 1990s, when Cease and Desist Order No. 97-74 was issued.
- E. Cease and Desist Order No. 97-74 and subsequent Cease and Desist Orders have been issued to the District to require that the District complete a project to meet treatment requirements and end discharge to Graham’s Pond between May 15 and September 30.
- F. District has pursued many projects over the years and is pursuing a project to haul District’s wastewater to Zone’s treatment plant for treatment thereby meeting the requirements of the current Cease and Desist Order.
- G. District does not own the necessary equipment to perform the wastewater hauling.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. RECITALS

- 1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

- 2.1. The following exhibits are attached hereto and incorporated herein:
 - a. Exhibit A: Scope of Work
 - b. Exhibit B: Insurance Requirements

3. SCOPE OF SERVICES

3.1. *Service Provider’s Specified Services:* Service Provider shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A and pursuant to Article 9 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

3.2. *Cooperation with District:* Service Provider shall cooperate with District in the performance of all work hereunder. Service Provider shall coordinate the work with District’s Project Manager. Contact information and mailing addresses:

District	Service Provider
Project Manager: David Royall 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-521-1892 Email: david.royall@scwa.ca.gov	Contact: Phone: Email:
Remit invoices to:	Remit payments to:
Susan Bookmyer Same address as above or Email: susan.bookmyer@scwa.ca.gov	

3.3. *Performance Standard and Standard of Care:* Service Provider hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of Service Provider’s work by District shall not operate as a waiver or release. District has relied upon the professional ability and training of Service Provider as a material inducement to enter into this Agreement. If District determines that any of Service Provider’s work is not in accordance with such level of competency and standard of care, District, in its sole discretion, shall have the right to do any or all of the following: (a) require Service Provider to meet with District to review the quality of the work and resolve matters of concern; (b) require Service Provider to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 6 (Termination); or (d) pursue any and all other remedies at law or in equity.

3.4. *Assigned Personnel:*

- a. Service Provider shall assign only competent personnel to perform work hereunder. In the event that at any time District, in its sole discretion, desires the removal of any person or persons assigned by Service Provider to

perform work hereunder, Service Provider shall remove such person or persons immediately upon receiving written notice from District.

- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by District to be key personnel whose services were a material inducement to District to enter into this Agreement, and without whose services District would not have entered into this Agreement. Service Provider shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of District.
- c. In the event that any of Service Provider's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Service Provider's control, Service Provider shall be responsible for timely provision of adequately qualified replacements.

4. PAYMENT

4.1. *Total Costs:* Total costs under this Agreement shall not exceed \$800,000.

4.2. *Method of Payment:*

- a. Service Provider shall be paid at the rate of \$0.10 per gallon of wastewater transported to perform all services under this Agreement.
- b. Service Provider shall not be entitled to reimbursement for expenses incurred in completion of the services.

4.3. *Invoices:*

- a. Service Provider name
- b. Name of Agreement
- c. District's Project-Activity Code O0005A002
- d. Task performed with an itemized description of services rendered by date
- e. Summary of work performed by subconsultants, as described in Paragraph 15.4

4.4. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of District business after presentation of an invoice in a form approved by District for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by District.

4.5. *Taxes Withheld by District:*

- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, the District shall withhold seven percent of the income paid to Service Provider for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Service Provider does not qualify as: (1) a corporation with its principal place of

business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

- b. If Service Provider does not qualify, as described in Paragraph 4.5.a, District requires that a completed and signed Form 587 be provided by Service Provider in order for payments to be made. If Service Provider is qualified, as described in Paragraph 4.5.a, then District requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Service Provider agrees to promptly notify District of any changes in the facts. Forms should be sent to District pursuant to Article 16 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Service Provider has the option to provide District with either a full or partial waiver from the State of California.

5. **TERM OF AGREEMENT AND COMMENCEMENT OF WORK**

- 5.1. *Term of Agreement:* This Agreement shall expire on June 30, 2019, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- 5.2. *Commencement of Work:* Service Provider is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

6. **TERMINATION**

- 6.1. *Authority to Terminate:* District's right to terminate may be exercised by Water Agency's General Manager.
- 6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, District shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Service Provider.
- 6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Service Provider fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, District may immediately terminate this Agreement by giving Service Provider written notice of such termination, stating the reason for termination.
- 6.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Service Provider, within 14 days following the date of termination, shall deliver to District all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Service Provider or Service Provider's subcontractors, consultants, and other

agents in connection with this Agreement subject to Paragraph 12.10 and shall submit to District an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

- 6.5. *Payment Upon Termination:* Upon termination of this Agreement by District, Service Provider shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Service Provider bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Service Provider shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if District terminates the Agreement for cause pursuant to Paragraph 6.3, District shall deduct from such amounts the amount of damage, if any, sustained by District by virtue of the breach of the Agreement by Service Provider.

7. INDEMNIFICATION

- 7.1. Service Provider agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency and Occidental County Sanitation District, and to indemnify, hold harmless, and release Sonoma County Water Agency and Occidental County Sanitation District, their officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Service Provider, that arise out of, pertain to, or relate to Service Provider's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Service Provider agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency or Occidental County Sanitation District based upon a claim relating to Service Provider's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Service Provider's obligations under this Article 7 apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency or Occidental County Sanitation District, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency or Occidental County Sanitation District. Sonoma County Water Agency and Occidental County Sanitation District shall have the right to select their legal counsel at Service Provider's expense, subject to Service Provider's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Service Provider or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

8. INSURANCE

8.1. With respect to performance of work under this Agreement, Service Provider shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit B (Insurance Requirements).

9. PROSECUTION OF WORK

9.1. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Service Provider's performance of this Agreement shall be extended by a number of days equal to the number of days Service Provider has been delayed.

10. EXTRA OR CHANGED WORK

10.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by the Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that District personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Service Provider to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Service Provider shall be entitled to no compensation whatsoever for the performance of such work. Service Provider further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of District.

11. CONTENT ONLINE ACCESSIBILITY

11.1. *Accessibility:* District policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.

11.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a District managed or District funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and District's Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>.

- 11.3. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the Internet, public outreach materials), Service Provider shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g., Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
- 11.4. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Service Provider shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Service Provider agrees to cooperate with District staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 11.5. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with District's Web Site Accessibility Policy shall be the responsibility of Service Provider. If District, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any District managed or District funded Web site does not comply with District Accessibility Standards, District will promptly inform Service Provider in writing. Upon such notice, Service Provider shall, without charge to District, repair or replace the non-compliant materials within such period of time as specified by District in writing. If the required repair or replacement is not completed within the time specified, District shall have the right to do any or all of the following, without prejudice to District's right to pursue any and all other remedies at law or in equity:
- a. Cancel any delivery or task order
 - b. Terminate this Agreement pursuant to the provisions of Article 6 (Termination); and/or
 - c. In the case of custom Electronic and Information Technology (EIT) developed by Service Provider for District, District may have any necessary changes or repairs performed by itself or by another contractor. In such event, Service Provider shall be liable for all expenses incurred by District in connection with such changes or repairs.
- 11.6. *District's Rights Reserved:* Notwithstanding the foregoing, District may accept deliverables that are not strictly compliant with District Accessibility Standards if District, in its sole and absolute discretion, determines that acceptance of such products or services is in District's best interest.

12. REPRESENTATIONS OF SERVICE PROVIDER

- 12.1. *Status of Service Provider:* The parties intend that Service Provider, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Service

Provider is not to be considered an agent or employee of District and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right to terminate this Agreement pursuant to Article 6 (Termination), Service Provider expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

- 12.2. *Communication with District's Contractor:* All communication shall be between Service Provider and District. Service Provider shall have no authority to act on behalf of District, to stop work, to interpret conditions of the construction contract, or to give direction to District's contractor.
- 12.3. *No Suspension or Debarment:* Service Provider warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Service Provider also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.
- 12.4. *Taxes:* Service Provider agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Service Provider agrees to indemnify and hold District harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Service Provider's failure to pay, when due, all such taxes and obligations. In case District is audited for compliance regarding any withholding or other applicable taxes, Service Provider agrees to furnish District with proof of payment of taxes on these earnings.
- 12.5. *Records Maintenance:* Service Provider shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to District for inspection at any reasonable time. Service Provider shall maintain such records for a period of four (4) years following completion of work hereunder.
- 12.6. *Conflict of Interest:* Service Provider covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Service Provider further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by District, Service Provider shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with

District within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.

- 12.7. *Statutory Compliance/Living Wage Ordinance:* Service Provider agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Service Provider expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 12.8. *Nondiscrimination:* Service Provider shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 12.9. *Assignment of Rights:* Service Provider assigns to District all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Service Provider in connection with this Agreement. Service Provider agrees to take such actions as are necessary to protect the rights assigned to District in this Agreement, and to refrain from taking any action which would impair those rights. Service Provider's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as District may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District. Service Provider shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of District.
- 12.10. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Service Provider or Service Provider's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of District. District shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Service Provider shall promptly deliver to District all such documents, which have not

already been provided to District in such form or format as District deems appropriate. Such documents shall be and will remain the property of District without restriction or limitation. Service Provider may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of District.

- 12.11. *District Liability:* District is a separate legal entity from Sonoma County Water Agency, operated under contract by Sonoma County Water Agency. To the extent any work under this Agreement relates to District activities, Service Provider shall be paid exclusively from District funds. Service Provider agrees that it shall make no claim for compensation for Service Provider's services against Sonoma County Water Agency funds and expressly waives any right to be compensated from other funds available to Sonoma County Water Agency.

13. PREVAILING WAGES

- 13.1. *General:* Service Provider shall pay to any worker on the job for whom prevailing wages have been established an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and District to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Service Provider shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed, in addition to all other job site notices prescribed by regulation. Copies of the prevailing wage rate of per diem wages are on file at District and will be made available to any person upon request.
- 13.2. *Subcontracts:* Service Provider shall insert in every subcontract or other arrangement which Service Provider may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code section 1775(b)(1), Service Provider shall provide to each Subcontractor a copy of sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.
- 13.3. *Compliance Monitoring and Registration:* This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Service Provider shall furnish and shall require all subcontractors to furnish the records

specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly (Labor Code 1771.4 (a)(3)). Service Provider and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.

- 13.4. *Compliance with Law:* In addition to the above, Service Provider stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code sections 1725.5, 1775, 1776, 1777.5, 1813, and 1815 and California Code of Regulations, Title 8, section 16000, et seq.

14. DEMAND FOR ASSURANCE

- 14.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 14 limits District's right to terminate this Agreement pursuant to Article 6 (Termination).

15. ASSIGNMENT AND DELEGATION

- 15.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 15.2. *Subcontracts:* Notwithstanding the foregoing, Service Provider may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.
- 15.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 15.2 will be utilized, Service Provider may enter into subcontracts with subconsultants to

perform other specific duties pursuant to the provisions of this Paragraph 15.2. The following provisions apply to any subcontract entered into by Service Provider other than those listed in Paragraph 15.2:

- a. Prior to entering into any contract with subconsultant, Service Provider shall obtain District approval of subconsultant.
- b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of District in substantially the same form as that contained in Article 7 (Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.

15.4. *Summary of Subconsultants' Work:* Service Provider shall provide District with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.3. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

16. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS

16.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.

16.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 16.

17. MISCELLANEOUS PROVISIONS

17.1. *No Bottled Water:* In accordance with District Board of Directors Resolution No. 09-0920, dated September 29, 2009, no District funding shall be used to purchase single-serving, disposable water bottles for use in District facilities or at District-sponsored events. This restriction shall not apply when potable water is not available.

- 17.2. *No Waiver of Breach:* The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 17.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Service Provider and District acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Service Provider and District acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 17.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 17.5. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 17.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the city of Santa Rosa, in the County of Sonoma.
- 17.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 17.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

TW 17/18-077

By: _____
Water Agency Division Manager -
Administrative Services

Approved as to form:

By: _____
Adam Brand, Deputy County Counsel

Insurance Documentation is on file with
District

Date/TW Initials: _____

Occidental County Sanitation District

TBD,
a California corporation

By: _____
Grant Davis
General Manager
Authorized per Water Agency's Board of
Directors Action on April 3, 2018

By: _____

(Please print name here)

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. **EQUIPMENT REQUIREMENTS**

- 1.1. Truck(s):
 - a. Permitted by federal, state, and local authorities.
 - b. Meet regulatory requirements to haul wastewater.
 - c. Minimum tanker size of 4,000 gallons unless otherwise approved by District.
 - d. Fixed with a truck-mounted transfer pump.
- 1.2. Truck-Mounted Transfer Pump:
 - a. Capable of transferring wastewater to and from tanker truck at a transfer rate of ≥ 300 gallons per minute.
 - b. Capable of pumping from a total suction lift of 20 feet (bottom of lift station wet well).

2. **TASKS**

- 2.1. Task 1: Wastewater Hauling
 - a. Fill tanker trucks at District lift station located at 4200 Camp Meeker Road in Occidental.
 - b. Deliver wastewater to Airport-Larkfield-Wikiup treatment plant (ALWTP) located at 800 Aviation Boulevard in Santa Rosa.
 - c. Discharge wastewater at the ALWTP designated receiving station.
 - d. Transport hours are Monday - Friday, 8 a.m. to 4 p.m. After hours, weekend, and holiday work may be required upon 24-hour notice from Water Agency.

3. **DELIVERABLES**

- 3.1. Average daily transport volume: 28,000 gallons.

Exhibit B

Insurance Requirements

Service Provider shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Service Provider shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by District. Any requirement for insurance to be maintained after completion of the Work shall survive this Agreement.

District reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Service Provider from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. **INSURANCE**

- 1.1. Workers Compensation and Employers Liability Insurance
 - a. Required if Service Provider has employees.
 - b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
 - c. Employers' Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
 - d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against District.
 - e. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement; and
 - ii. Certificate of Insurance
 - f. If Service Provider currently has no employees, Service Provider agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.
- 1.2. General Liability Insurance
 - a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
 - b. Minimum Limits: \$2,000,000 per Occurrence; \$4,000,000 General Aggregate; \$4,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Service Provider

maintains higher limits than the specified minimum limits, District requires and shall be entitled to coverage for the higher limits maintained by Service Provider.

- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by District. Service Provider is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether Service Provider has a claim against the insurance or is named as a party in any action involving the District.
- d. Insurance shall be continued for one (1) year after completion of the work.
- e. Occidental County Sanitation District and Sonoma County Water Agency, their officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Service Provider in the performance of this Agreement. Additional insured status shall continue for (1) year after completion of the work under this Agreement.
- f. The insurance provided to District et al. as additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- h. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against District.
- i. The policy shall cover inter-insured suits between the additional insureds and Service Provider and include a "separation of insureds" or "severability" clause which treats each insured separately.
- j. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
 - ii. Copy of the endorsement or policy language indicating that coverage is primary and non-contributory, and
 - iii. Certificate of Insurance.

1.3. Automobile Liability Insurance

- a. Minimum Limit: \$2,000,000 combined single limit per accident.
- b. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
- c. Insurance shall cover all owned, hired, and non-owned vehicles.
- d. The policy shall include an MCS 90 endorsement if required by the Motor Carrier Act of 1980.

- e. The policy shall include a Pollution Liability endorsement (ISO form CA 99 48 or equivalent).
- f. Sonoma County Water Agency and Occidental County Sanitation District, their officers, agents, and employees shall be defined as insureds under the policy or shall be endorsed as additional insureds.
- g. Required Evidence of Coverage:
 - i. Copy of the endorsement or policy language indicating that District is an insured;
 - ii. Copy of the MCS-90 endorsement if required;
 - iii. Copy of pollution liability endorsement; and
 - iv. Certificate of Insurance.

1.4. Contractors Pollution Liability Insurance

- a. Minimum Limits: \$2,000,000 per pollution incident; \$4,000,000 annual aggregate. If Service Provider maintains higher limits than the specified minimum limits, District requires and shall be entitled to coverage for the higher limits maintained by Service Provider.
- b. The insurance shall cover:
 - i. bodily injury, sickness, disease, sustained by any person, including death;
 - ii. property damage, including physical injury to or destruction of tangible property including the resulting loss of use thereof;
 - iii. cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and natural resources damages;
 - iv. defense costs, including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims; and
 - v. liability assumed by Service Provider under a written contract or agreement.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by District. Service Provider is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether Service Provider has a claim against the insurance or is named as a party in any action involving District.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Insurance shall be continued for one (1) year after completion of the Work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.

- f. Sonoma County Water Agency and Occidental County Sanitation District, their officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Service Provider in the performance of this Agreement. Additional insured status shall continue for (1) year after completion of the work.
 - g. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
 - h. The policy shall cover inter-insured suits between the Service Provider and the additional insureds and include a “separation of insureds” or “severability” clause which treats each insured separately.
 - i. Required Evidence of Insurance:
 - i. Additional insured endorsement *or* policy language granting additional insured status;
 - ii. Copy of the endorsement or policy language indicating that Insurance is primary and non-contributory; and
 - iii. Certificate of Insurance including an indication of the coverage basis: occurrence or claims-made. If claims-made, the Certificate shall show the policy retroactive date.
- 1.5. Standards for Insurance Companies
- a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
- 1.6. Documentation
- a. The Certificate of Insurance must include the following reference: TW 17/18-077.
 - b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Service Provider agrees to maintain current Evidence of Coverage on file with District for the required period of insurance.
 - c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
 - d. Required Evidence of Coverage shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
 - e. Service Provider shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
 - f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.7. Policy Obligations

- a. Service Provider's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

1.8. Material Breach

- a. If Service Provider fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. District, at its sole option, may terminate this Agreement and obtain damages from Service Provider resulting from said breach. Alternatively, District may purchase the required insurance, and without further notice to Service Provider, District may deduct from sums due to Service Provider any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.



County of Sonoma Agenda Item Summary Report

Agenda Item Number: 6
(This Section for use by Clerk of the Board Only.)

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

To: Board of Supervisors

Board Agenda Date: April 3, 2018

Vote Requirement: Majority

Department or Agency Name(s): Auditor-Controller-Treasurer-Tax Collector

Staff Name and Phone Number:

Blane Jolliff 565-8322

Supervisorial District(s):

All

Title: Amendment to the Agreement with CherryRoad Technologies

Recommended Actions:

- A. Authorize the Auditor-Controller-Treasurer-Tax Collector to execute an amendment to the professional services agreement with CherryRoad Technologies, Inc., to extend the agreement through June 30, 2020, and increase the contract maximum by \$550,000 for a total not to exceed amount of \$1,370,600. The amendment includes one-time assistance to update training materials for County staff and implement system improvements for the Enterprise Financial System, utilized by all County departments to manage accounting and financial data and in turn provide cost-effective services to the public.

- B. Authorize the Auditor-Controller-Treasurer-Tax Collector to exercise the optional Hyperion upgrade or cloud implementation in the amount of \$98,000, if deemed appropriate and in the County's best strategic interest, and with the approval of the County Administrator.

Executive Summary:

The County began the process of updating its financial management systems in February, 2013 from a mainframe system to more current platforms, including PeopleSoft Financials/Supply Chain Management (for day to day accounting), Hyperion (for budget management) and a number of associated applications that support these new technologies. The combination of all of these updated systems is called the Enterprise Financial System ("EFS"). As of July 1, 2014, the first phase of the system implementation was complete, and the County began using PeopleSoft as its source for accounting transactions. As of July 1, 2015, the second phase of the implementation effort was complete, which included using Hyperion for budget development and additional modules within PeopleSoft for contract management, cost accounting, billing and accounts receivable functions. Additionally, the County upgraded PeopleSoft to the newest version (9.2), which was completed in March, 2017.

The Enterprise Financial System is supported by a combination of functional and technical county staff (referred to as the EFS Support Organization) and contracted expert services under an agreement with CherryRoad Technologies ("CherryRoad"). This item requests an extension in the scope, term and amount of the agreement with CherryRoad to achieve key goals for the Enterprise Financial System as the County fully transitions from implementation and upgrade mode to an on-going support mode.

Additionally, just as an upgrade was warranted for the PeopleSoft application, an upgrade will be required for Hyperion budgeting to insure and sustain the appropriate level of Oracle support and maintenance, along with providing the County with the latest version of the application. Staff is requesting that the Board authorize the Auditor-Controller-Treasurer-Tax Collector (ACTTC) to exercise the option to upgrade Hyperion Budget, or implement Hyperion Cloud at a fixed fee cost of \$98,000, if deemed appropriate and determined to be in the County's best strategic interest, and with the approval of the County Administrator.

Discussion:

In April, 2015, your Board approved an agreement with CherryRoad to provide post implementation support for the Enterprise Financial System in order to augment the County EFS Support Organization staff as they developed expertise in maintaining and supporting PeopleSoft, Hyperion, and the additional applications that make up the system. CherryRoad was selected at that time based on a competitive Request for Proposals. The initial agreement was for one year, with three one-year extensions, and for a not to exceed amount of \$820,600. The Support Organization has been extremely satisfied with the services provided by CherryRoad over the past three years. As intended, the agreement with CherryRoad is allowing County staff to gradually take on more ownership and responsibility for maintaining all of the Enterprise Financial Systems in an effective and efficient manner.

However, over the course of this effective relationship with CherryRoad, the EFS Support Organizations' functional team has experienced staffing turnover and restructure, which has slowed the pace of cross-training and the development of technical expertise and training materials needed to fully transition ownership to County staff. This has led to delays in developing critical system improvements necessary for the effective and efficient use of the system. In order to address the continued need for staff training materials and system improvement, the EFS Support Organization recommends amending the agreement, with an end date of June 30, 2020. The original agreement was for a one-year term with 3 one-year extensions, for a total possible term of four years. The amended end date of June 30, 2020 would make this a five year agreement. Additionally, the EFS Support Organization recommends amending the scope of work to include one-time project work to update the existing training program and develop a framework for ongoing training curriculum. Once critical training and development needs are addressed, the EFS Support Organization will have the ability and technical expertise needed to implement system maintenance and improvement requests going forward.

In order to ensure sufficient funding exists within the contract for the term extension and increase in services, it is necessary to increase the not to exceed amount of this agreement by \$550,000, to a revised 'not to exceed' amount of \$1,370,600. Additionally, staff is requesting the Board authorize the Auditor-Controller-Treasurer-Tax Collector, with approval from the County Administrator, to exercise the option to upgrade the on premise Hyperion Budget application or implement Hyperion Cloud solution, for a fixed fee amount of \$98,000, if deemed appropriate and determined to be in the County's

best strategic interest. If the county does not exercise the option to upgrade Hyperion, or transition to Hyperion Cloud, the application will transition effective January 2019 to extended support which carries an annual cost premium of \$3,150 (10%) for 2019, and \$6,300 (20%) for 2020 and 2021 over the current annual license and support cost of \$31,500.

The EFS Support Organization is funded by rates paid by end user departments. The Support Organization is extremely sensitive to these rates, and budgetary impacts on end user departments are always a chief consideration in any recommendation the Support Organization makes. The continuing cost for CherryRoad assistance have been included in the Support Organization's FY18-19 rates, which have decreased by 10% as compared to the FY16-17 rates and are staying flat as compared to the FY17-18 rates. The rate decrease was achieved as expected as a result of the completion of the implementation and upgrade efforts. Based on the current upgrade strategy being implemented by Oracle for PeopleSoft, the Support Organization does not foresee a need to increase internal user rates in excess of Consumer Price Index inflation any time in the near future. Further, this agreement with CherryRoad will ensure that we are well-positioned to take over more and more system support duties over time, which will help keep costs stable.

Prior Board Actions:

- 6/14/16 – Board approved agreement with CherryRoad for PeopleSoft Version 9.2 Upgrade
- 4/7/2015 – Board approved professional services agreement with CherryRoad for PeopleSoft and Hyperion support.
- 2/5/2013 – Board Approved proceeding with EFS Implementation Project and budget.
- 9/18/2012 – Approval granted to proceed and negotiate contract for purchase and implementation of new Financial ERP System.

Strategic Plan Alignment Goal 3: Invest in the Future

The enterprise wide system solution enables the county to provide enhanced fiscal transparency having replaced outdated and unsupported financial tracking and reporting technology.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	277,000	399,000	204,000
Additional Appropriation Requested	0		
Total Expenditures	277,000	399,000	204,000
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	277,000	399,000	204,000
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
<p>The amounts expected to be expended on this agreement for FY17-18 through FY19-20 total \$880,000. In addition, approximately \$491,000 was spent under this agreement in FY15-16 and FY16-17, which explains why the not to exceed amount for the entire agreement is \$1,370,600. FY 18-19 has higher anticipated expenditures than the other two years as this is when the majority of the one-time training and system improvement assistance is anticipated to occur, as well as the Hyperion upgrade in the amount of \$98,000, if the option for upgrade services is exercised. As explained in the narrative section of this item, these costs are financed through internal service charges to departments, and these rates have decreased by 10% since FY16-17. These rates will not increase even if all vacancies in the Support Organization are filled and this amendment is approved.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/a			
Attachments:			
Amendment with CherryRoad Technologies, Inc.			

Related Items "On File" with the Clerk of the Board:

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FIRST AMENDMENT TO AGREEMENT FOR SUPPORT SERVICES

This amendment ("Amendment"), dated as of April ___, 2018 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and CherryRoad Technologies Inc. (hereinafter "Contractor").

R E C I T A L S

WHEREAS, on April 7, 2015 the parties entered into an agreement for Support Services (the "Agreement"); and

WHEREAS, the County has requested additional services related to PeopleSoft Training Curriculum development and PeopleSoft Testing Framework development; and

NOW, THEREFORE, the parties, agreeing that it is necessary to modify the Agreement, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, hereby amend the Agreement as follows:

1. The Scope of Work, attached to the Agreement as Exhibit A, is hereby amended to include the Services set forth on Attachment 1, which is attached hereto.
2. Pursuant to Section 2 of the Agreement, the Agreement is hereby renewed for the third one-year renewal period, until April 7, 2019. Additionally, the Agreement is extended until June 30, 2020.
3. The second paragraph of Section 4 (Compensation) of the Agreement is hereby deleted and replaced with the following:

The total payments made for services, including travel, performed pursuant to this Agreement shall not exceed ONE MILLION THREE HUNDRED SEVENTY THOUSAND SIX HUNDRED DOLLARS (\$1,370,600).

4. Except as set forth in this Amendment, the Agreement between the County and Contractor is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Amendment by having their authorized representatives affix their signatures below.

CONTRACTOR:

COUNTY: COUNTY OF SONOMA

CherryRoad Technologies Inc.

Auditor-Controller-Treasurer-Tax Collector

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: J. W. [Signature]
County Counsel

Date: 3/20/18

Attachment 1

1. CherryRoad to include PeopleSoft Training Curriculum development and PeopleSoft Testing Framework development engagement. Engagement is time and materials work for up to four hundred eight (480) hours including:
 - a. Review and update User Productivity Kit (UPK) Library of training materials to include missing and outdated UPK's
 - b. Assist the County in developing a framework for an ongoing training curriculum
 - c. Assist the County in developing a library of PTF scripts for regression testing of new PeopleSoft Update Manager (PUM) Images
2. The rates will be determined by the work type and resource but could include:
 - a. Training Manager: \$155 per hour plus expenses
 - b. Trainer: \$135 per hour plus expenses
 - c. Technical Developer: \$135 per hour plus expenses
3. CherryRoad to include budgeting services that can be exercised by the County through the term of this contract. The optional services are documented below:

Optional Hyperion Budget Upgrade or Hyperion Cloud Implementation

Option #1 – Hyperion Upgrade Services

- Includes
 - Installation of software on three environments on latest release of Hyperion Planning on premise software
 - Migration of one Hyperion Planning application with two BSO plan types
 - Migration of application objects including data structures, load rules business rules, forms, financial reports, security, data
 - Unit testing to make sure that all migrated objects still function
 - User acceptance testing and end to end testing is the responsibility of Sonoma
 - Review of application and recommendations for improvement
 - Need to keep application name consistent
 - Assumes off site for testing and migration
- Does not include
 - Any needed hardware
- Price
 - \$98,000

Option #2 – Oracle Cloud Hyperion Budgeting Implementation Services

- Includes
 - Configuration and setup of PBCS environment (2 environments)
 - Migration of one Hyperion Planning application with two BSO plan types
 - Migration of application objects including data structures, business rules, forms, financial reports, security, data
 - Creation of interfaces using data management (retiring Essbase load rules)
 - Unit testing to make sure that all migrated objects still function
 - User acceptance testing and end to end testing is the responsibility of Sonoma
 - Review of application and recommendations for improvement
 - Need to keep application name consistent
 - Assumes off site for testing and migration
- Does not include
 - Oracle's Budgeting Software
- Price
 - \$98,000



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 7
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 3, 2018

Vote Requirement: Majority

Department or Agency Name(s): Auditor-Controller Treasurer-Tax Collector

Staff Name and Phone Number:

Brooke Koop (707) 565-3294

Supervisorial District(s):

Countywide

Title: 2017-18 Property Tax Administration Charge

Recommended Actions:

Approve Resolution Authorizing Property Tax Administration Charge to local taxing agencies to reimburse the County for costs incurred to process property taxes for Fiscal Year 2017-18.

Executive Summary:

During Fiscal Year 1990-91, the State Legislature gave Counties the authority, under Senate Bill 2557, to collect Property Tax Administration Costs from local taxing agencies as reimbursement for processing their property taxes. This authorization was codified in Section 97 of the Revenue and Taxation Code (now Section 95 of the Revenue and Taxation Code). The purpose of this action is for the County Auditor to report the charges for Property Tax Administration Costs in FY 2017-18 to the Board of Supervisors and any other jurisdiction or person that requests the information.

Of the total \$10,595,757 cost for Property Tax Administration, \$2,609,428 is distributed between the districts, cities, and redevelopment successor agencies, and \$7,986,329 is borne by the County General Fund. The \$2,609,428 total reimbursement received from non-County entities is programmed in the County's FY 2017-18 Adopted budget as General Fund revenue in the Non-Departmental budget unit.

Discussion:

The FY 2017-18 Property Tax Administration charge of \$10,595,757 increased by \$304,034, or 2.95%, compared to the FY 2016-17 charge, and is equivalent to 1.2% of the total property tax levy. The increase is attributable to a \$382,476, or 2.9%, increase in reimbursable property tax administration costs and a \$78,442 or, 2.7%, increase in offsetting revenue.

In accordance with the Revenue and Taxation Code, jurisdictions will be charged in FY 2017-18 based on actual costs attributable to tax administration provided by the Auditor-Controller-Treasurer-Tax Collector, Assessor's Offices, and Assessment Appeals Board for FY 2016-17. Costs are allocated based on each jurisdiction's proportionate share of annual property taxes. A worksheet is provided in

Resolution Attachment 1 that summarizes the actual Property Tax Administration Costs from FY 2016-17 for the FY 2017-18 charges. Resolution Attachment 2 shows the distribution to each taxing jurisdiction in FY 2017-18, along with a comparison to FY 2016-17 charges.

As with years past, in accordance with Revenue and Taxation Code Section 95.3, the County Auditor will not charge county school districts, community college districts, Educational Revenue Augmentation Fund (ERAF), and county offices of education for their proportionate amounts of property tax administrative costs. This practice began during 1991-92 when the State Legislature exempted schools from the list of agencies to be charged annually (please note Resolution Attachment 2 includes school amounts for information only). If schools were not exempted from these charges by State action, schools would pay \$6,056,005 of the amount currently paid by the County General Fund, and would reduce the County's costs to \$1,930,324.

Prior Board Actions:

October 23, 1990: First established a charge for Property Tax Administration. Each year thereafter annual approval of Property Tax Administration Charges.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Approval of an annual Property Tax Administration Charge enables the County to recover, from local taxing agencies, the administrative costs related to processing their property taxes.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
<p>The Auditor-Controller-Treasurer-Tax Collector, Assessor's Offices and Assessment Appeals Board have incurred a total of \$10.6M in costs in their respective department budgets related to Tax Administration. Of these costs \$2.6M are recovered through the Property Tax Administration charge.</p> <p>This revenue is recorded in the General Fund under the Non-Prop 4 department ID and is collected from special districts, cities and redevelopment successor agencies. The remaining \$8M in costs are a use of fund balance in the General Fund, \$1.9M representing the County's share of tax administration related expenses, and \$6.1M attributable to school districts.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
<p>Resolution authorizing Property Tax Administrative Charge for 2017-18 Attachment #1 – FY 2016-2017 Costs of Tax Administration for Calculating 2017-2018 SB2557 Charges Attachment #2 – FY 2017-2018 SB2557 Property Tax Administration Fee Schedule</p>			

Related Items “On File” with the Clerk of the Board:

County Property Tax Administrative Costs (SB 2557) Guidelines from the California Property Tax Manual.
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County of Sonoma

State of California

Date: April 3, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving Property Tax Administration Costs To Be Charged During 2017-2018

Whereas, California Revenue and Taxation code Section 95.3 authorizes counties to establish and reduce property tax revenues for charges from jurisdictions and redevelopment successor agencies for reimbursement of County expenses incurred with respect to the assessment, collection and allocation of property taxes, and

Whereas, in Resolution No. 90-1989, the Sonoma County Board of Supervisors directed that Property Tax Administration Costs to be collected from all jurisdictions and redevelopment successor agencies pursuant to Revenue and Taxation Code Section 97 (now Section 95.2), the amount of such costs to be set annually; and

Whereas, the County Auditor submitted documents, the amounts to be charged to each jurisdiction and redevelopment successor agency pursuant to state law (Attachment 2), and the proposed method of calculating the allocation of Property Tax Administrative Costs to each jurisdiction and redevelopment successor agency receiving a share of property taxes (on file with Clerk).

Now, Therefore, Be It Resolved by the Board of Supervisors of the County of Sonoma the foregoing recitals are true and correct, and that the Board hereby finds and determines as follows:

1. A Property Tax Administration Costs for the assessment, collection and allocation of property taxes shall be charged to each jurisdiction and redevelopment successor agency receiving a share of property taxes collected by the County of Sonoma to the extent authorized by law.

2. In the event a court in the proper exercise of its jurisdiction finally determines that calculations directed by this resolution are unlawful as applied to any entity, the County Auditor is directed to recalculate the Property Tax Administrative Costs retrospectively to comply with the requirements of any such judicial decision, and is further directed to comply with the remaining provisions of this resolution, to the extent permitted by law.

Resolution #

Date:

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3. The provisions of this resolution shall be deemed to be severable, and if any part of this resolution, or any state law authorizing it, should be declared unconstitutional on its face or as applied, the remaining portions of this resolution would still have been adopted.

4. Any claim or challenge with respect to the amount or calculation of the charge must be filed with the Board of Supervisors within 120 days of adoption of this resolution. At the claimant's request, the Board or its designee shall hold a hearing at which evidence shall be taken, and the decision of the Board or its designee shall be final

Be It Further Resolved the Board hereby approves the SB2557 Property Tax Administration Costs to be charged during 2017-2018 based on 2016-2017 actual costs prepared and submitted by the County Auditor and attached hereto as Attachments 1 & 2. The County Auditor is hereby authorized to deduct and collect these amounts.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

ATTACHMENT 1

ACTUAL 2016-2017 COSTS OF TAX ADMINISTRATION
FOR CALCULATING 2017-2018 SB 2557 CHARGES

DEPARTMENTAL COSTS

Assessor	\$	10,097,256
Auditor-Controller-Treasurer-Tax Collector		3,244,762
Property Characteristics		9,984
Assessment Appeals		<u>182,290</u>
Total Cost	\$	<u>13,534,292</u>

OFFSETTING REVENUE

Supplemental Tax Admin	\$	1,140,769
Delinquency Fees		227,548
Redemption Fees		21,060
Flat Charge Fees		556,060
Assessment/Tax Collector Fees		123,927
Assessors Fees		3,893
Sale of Property (Real & Tax Def.)		77,597
Treasury Admin Fee		164,522
Redevelopment Dissolution Admin Fee		181,647
Unsecured Collection Fees		334,458
Sale of Maps & Prop. Char. Data		26,077
Assessment Appeals Filing Fees		18,125
Other		<u>62,852</u>
Less Total Revenue	\$	<u>2,938,535</u>

NET COST \$ 10,595,757

ATTACHMENT 2

ACTUAL 2017-2018 SB2557
PROPERTY TAX ADMINISTRATION
FEE SCHEDULE

	2017-18 ACTUAL PROPERTY TAX ADMIN FEE	2016-17 ACTUAL PROPERTY TAX ADMIN FEE
COUNTY SHARE	1,930,324.43	1,877,910.14
AGENCIES CHARGED	2,609,427.64	2,523,551.05
AGENCIES NOT CHARGED	6,056,004.93	5,890,261.81
TOTAL	10,595,757.00	10,291,723.00
<hr/>		
<u>FUND TITLE</u>		
COUNTY LIBRARY	212,296.59	206,421.09
<u>SPECIAL DISTRICTS UNDER BOARD OF SUPERVISORS</u>		
GENERAL #1 SOCO WATER AGENCY	77,518.56	75,376.58
SPRING LAKE PARK SCWA	25,005.99	24,319.34
ZONE 1A LAGUNA-MARK WEST	77,645.71	75,870.58
ZONE 2A PETALUMA BASIN	20,545.17	19,883.61
ZONE 3A VALLEY OF THE MOON	13,456.61	12,988.15
ZONE 5A LOWER RUSSIAN RIVER	2,627.75	2,562.64
ZONE 8A SO COASTAL WATER SHED	2,161.53	2,109.80
TOTAL WATER AGENCY	218,961.32	213,110.70
CSA #41 MULTI-SVCS LIGHTING	9,960.01	9,756.55
BLUEBIRD MEADOWS LIGHTING	10.60	10.29
STARR VIEW LIGHTING	10.60	10.29
TOTAL LIGHTING DISTRICTS	9,981.21	9,777.13
BITTNER LANE PERMANENT RD	31.79	30.88
MILL CREEK LANE PERMANENT RD	180.13	174.96
MIRABEL HEIGHTS PERMANENT RD	21.19	20.58
MONTE ROSA DIV #1 PERMANENT RD	31.79	30.88
PEAKS PIKE PERMANENT ROAD	63.57	61.75
TOTAL PERMANENT RD DISTRICTS	328.47	319.05
NO SO CO AIR POLLUTION	1,568.17	1,512.88
CSA #41, ZONE 3 ROSELAND	413.23	421.96
CSA #41, ZONE35 SO VLY REC & PK	1,780.09	1,729.01
CSA #40 FIRE SERVICES	29,392.63	43,441.36
TOTAL COUNTY SERVICE AREAS	31,585.95	45,592.33
TOTAL SPECIAL DISTRICTS UNDER BOARD OF SUPERVISORS	262,425.12	270,312.09

ATTACHMENT 2

ACTUAL 2017-2018 SB2557
PROPERTY TAX ADMINISTRATION
FEE SCHEDULE

	2017-18 ACTUAL PROPERTY TAX ADMIN FEE	2016-17 ACTUAL PROPERTY TAX ADMIN FEE
<u>SPECIAL DISTRICTS UNDER LOCAL BOARDS</u>		
GREEN VALLEY CEMETERY	137.74	133.79
SHILOH CEMETERY	5,297.88	5,207.61
TOTAL CEMETERY DISTRICTS	5,435.62	5,341.40
CLOVERDALE FIRE	7,109.75	6,823.41
BENNETT VALLEY FIRE	8,105.75	7,852.58
BODEGA BAY FIRE	3,591.96	3,509.48
FORESTVILLE FIRE	15,342.66	14,840.66
GLEN ELLEN FIRE	13,053.97	12,463.28
GRATON FIRE	9,409.03	9,252.26
RUSSIAN RIVER FIRE	6,696.52	6,699.91
KENWOOD FIRE	10,468.61	10,116.76
MONTE RIO FIRE	3,348.26	3,334.52
RINCON VALLEY FIRE	57,948.20	56,686.81
ROSELAND FIRE	5,806.47	5,855.99
SHELL-VISTA FIRE	11,189.12	10,723.98
VALLEY OF THE MOON FIRE	50,213.29	48,885.68
WINDSOR FIRE	14,632.74	14,326.08
GOLD RIDGE FIRE	19,093.55	18,504.52
RANCHO ADOBE FIRE	35,040.17	34,477.27
TIMBER COVE FIRE	1,727.11	1,698.13
GEYSERVILLE FIRE	11,602.35	11,084.19
NORTH SONOMA COAST FIRE	15,724.10	0.00
OCCIDENTAL CSD ZNII - FIRE	3,242.30	3,149.27
TOTAL FIRE DISTRICTS	303,345.91	280,284.78
CLOVERDALE HOSPITAL	413.23	411.67
MARIN-SONOMA MOSQ. ABATEMENT	29,350.25	28,528.66
BAY AREA AIR QUALITY MANAGEMENT	16,773.08	16,332.96
CAMP MEEKER RECREATION & PARK	932.43	905.67
DEL RIO WOODS RECREATION & PARK	1,048.98	1,008.59
MONTE RIO RECREATION & PARK	1,144.34	1,162.96
RUSSIAN RIVER RECREATION & PARK	2,331.07	2,325.93
TOTAL RECREATION & PARK DISTRICTS	5,456.82	5,403.15
GOLD RIDGE RES. CONSERVATION	328.47	319.04
SONOMA RCD	1,472.81	1,430.55
TOTAL RES. CONSERVATION DISTRICTS	1,801.28	1,749.59
OCCIDENTAL COMMUNITY SVC, ZONE 1	317.87	308.75
CAZADERO COMMUNITY SERVICE	3,221.11	3,169.85
TOTAL COMMUNITY SERVICE DISTRICTS	3,538.98	3,478.60

ATTACHMENT 2

ACTUAL 2017-2018 SB2557
PROPERTY TAX ADMINISTRATION
FEE SCHEDULE

	2017-18 ACTUAL PROPERTY TAX ADMIN FEE	2016-17 ACTUAL PROPERTY TAX ADMIN FEE
FORESTVILLE WATER DISTRICT	1,949.62	1,903.97
SONOMA MOUNTAIN WATER	74.17	72.04
TOTAL COUNTY WATER DISTRICTS	2,023.79	1,976.01
BODEGA BAY PUBLIC UTILITY	5,022.39	4,909.15
TOTAL SPECIAL DISTRICTS UNDER LOCAL BOARDS	373,161.35	348,415.97
TOTAL ALL SPECIAL DISTRICTS	635,586.47	618,728.06
<u>CITIES</u>		
PETALUMA	106,550.93	103,493.57
SEBASTOPOL	16,222.10	15,797.79
SONOMA	23,596.75	23,002.00
SONOMA ANNEX	1,557.58	1,533.47
SANTA ROSA	314,005.26	307,290.27
CLOVERDALE	17,037.98	16,158.01
HEALDSBURG	11,273.89	11,084.19
ROHNERT PARK	42,626.73	41,166.89
COTATI	6,749.50	6,535.24
TOWN OF WINDSOR	57,927.00	56,697.10
TOTAL CITIES	597,547.72	582,758.53
<u>COUNTY AS REDEVELOPMENT SUCCESSOR AGENCY</u>		
ROSELAND	21,265.68	20,295.28
THE SPRINGS	33,567.36	31,904.34
RUSSIAN RIVER	67,219.48	61,812.09
TOTAL COUNTY AS REDEVELOPMENT SUCCESSOR AGENCY	122,052.52	114,011.71
<u>CITIES AS REDEVELOPMENT SUCCESSOR AGENCIES</u>		
PETALUMA CENTRAL BUSINESS DIST	24,211.30	23,701.84
PETALUMA COMMUNITY DEVELOPMENT	182,734.43	176,317.80
PETALUMA CBD-Amended Area	13,477.80	15,509.63
TOTAL PETALUMA	220,423.53	215,529.27
SANTA ROSA GATEWAY	56,443.60	55,544.43
SANTA ROSA CENTER PROJECT	4,534.98	4,703.32
SANTA ROSA CENTER PROJECT PHASE II	17,398.23	18,082.56
SANTA ROSA CENTER PROJECT PHASE III	5,001.20	5,114.99
SOUTHWEST SANTA ROSA	78,355.62	72,659.56
SANTA ROSA GRACE BROS	5,064.77	5,259.07
TOTAL SANTA ROSA	166,798.40	161,363.93

ATTACHMENT 2

ACTUAL 2017-2018 SB2557
PROPERTY TAX ADMINISTRATION
FEE SCHEDULE

	2017-18 ACTUAL PROPERTY TAX ADMIN FEE	2016-17 ACTUAL PROPERTY TAX ADMIN FEE
SEBASTOPOL	42,976.39	40,940.47
SONOMA AMENDED	36,693.11	35,197.69
SONOMA COMMUNITY DEVELOPMENT	86,493.16	82,766.04
TOTAL SONOMA	123,186.27	117,963.73
CLOVERDALE	45,487.58	43,204.65
HEALDSBURG SOTOYOME COMMUNITY DEV	159,572.10	151,123.66
ROHNERT PARK	177,330.59	171,357.19
COTATI	55,585.34	52,775.96
TOWN OF WINDSOR	50,584.14	47,372.80
TOTAL CITIES AS REDEVELOPMENT SUCCESSOR AGENCIES	1,041,944.34	1,001,631.66
TOTAL ALL REDEVELOPMENT SUCCESSOR AGENCIES	1,163,996.86	1,115,643.37
TOTAL AGENCIES TO BE CHARGED	2,609,427.64	2,523,551.05
AGENCIES NOT CHARGED:		
<u>SONOMA COUNTY SCHOOLS</u>		
ERAF AUGMENTATION TRUST	1,359,615.75	1,322,681.95
<u>SCHOOLS GENERAL:</u>		
<u>ELEMENTARY SCHOOL DISTRICTS</u>		
ALEXANDER VALLEY UNION	15,141.34	14,377.54
BELLEVUE UNION	51,336.44	50,130.98
BENNETT VALLEY UNION	26,648.33	25,893.98
CINNABAR	5,043.58	4,929.74
DUNHAM	370.85	411.67
FORESTVILLE UNION	21,244.49	20,624.61
FORT ROSS	2,977.41	2,912.56
GRAVENSTEIN UNION	17,292.28	16,693.17
GUERNEVILLE	6,972.01	7,008.66
HARMONY UNION	18,277.68	17,763.51
HORICON	13,604.95	13,163.11
KENWOOD	20,343.85	19,718.94
LIBERTY	4,884.64	4,734.19
MARK WEST UNION	57,047.56	56,306.02
MONTE RIO UNION	5,340.26	5,310.53

ATTACHMENT 2

ACTUAL 2017-2018 SB2557
PROPERTY TAX ADMINISTRATION
FEE SCHEDULE

	2017-18 ACTUAL PROPERTY TAX ADMIN FEE	2016-17 ACTUAL PROPERTY TAX ADMIN FEE
MONTGOMERY	4,111.15	4,054.94
OAK GROVE UNION	19,877.64	19,471.94
OLD ADOBE UNION	81,619.12	79,482.98
PETALUMA CITY	80,506.56	77,424.63
PINER-OLIVET UNION	36,735.49	35,382.94
RINCON VALLEY UNION	103,626.50	100,436.92
ROSELAND	9,345.46	9,344.88
SANTA ROSA CITY	168,578.49	166,715.62
SEBASTOPOL UNION	33,705.10	32,799.72
TWIN HILLS UNION	19,284.28	18,761.81
WAUGH	12,767.89	12,483.86
WEST SIDE UNION	11,538.78	10,785.73
WILMAR UNION	9,059.37	8,747.96
WRIGHT	29,774.08	28,981.49
TOTAL ELEMENTARY SCHOOL DISTRICTS	887,055.58	864,854.63
<u>HIGH SCHOOL DISTRICTS</u>		
WEST SON. CTY. UNION HIGH (ANALY)	115,726.86	112,900.20
HEALDSBURG UNION HIGH	165,420.96	160,921.38
PETALUMA CITY JT HIGH	253,620.04	246,517.64
SANTA ROSA CITY HIGH	718,583.05	702,914.39
TOTAL HIGH SCHOOL DISTRICTS	1,253,350.91	1,223,253.61
<u>UNIFIED SCHOOL DISTRICTS</u>		
CLOVERDALE UNIFIED	17,419.42	17,094.55
COTATI-ROHNERT PARK UNIFIED	181,070.89	173,806.62
GEYSERVILLE UNIFIED	10,595.76	9,849.18
SONOMA VALLEY UNIFIED	451,707.72	436,039.72
WINDSOR UNIFIED	197,706.23	192,012.68
TOTAL UNIFIED SCHOOL DISTRICTS	858,500.02	828,802.75
SO CO JT JUNIOR COLLEGE	600,016.53	583,581.86
TOTAL SCHOOLS GENERAL	3,598,923.04	3,500,492.85
SCHOOL SERVICE ADMIN	210,346.97	204,589.16
TOTAL SCHOOL SERVICE	210,346.97	204,589.16
<u>AREA WIDE UNIFICATION FUNDS (AWUF)</u>		
WEST SON. CTY UHSD AWUF (ANALY)	108,214.47	105,562.20
HEALDSBURG HI,ELEM-AWUF	63,648.71	61,997.34
PETALUMA HI,ELEM-AWUF	159,158.87	154,705.18
SANTA ROSA HI,ELEM-AWUF	319,334.92	312,374.38

ATTACHMENT 2

ACTUAL 2017-2018 SB2557
PROPERTY TAX ADMINISTRATION
FEE SCHEDULE

	2017-18 ACTUAL PROPERTY TAX ADMIN FEE	2016-17 ACTUAL PROPERTY TAX ADMIN FEE
POINT ARENA HI,ELEM-AWUF	15,755.89	15,231.75
TOTAL HI, ELEM-AWUF	666,112.86	649,870.85
CLOVERDALE UNIF-AWUF	54,451.60	53,434.63
GEYSERVILLE UNIF-AWUF	41,058.56	38,161.71
TOTAL UNIFIED AWUF	95,510.16	91,596.34
SCHOOLS EQUALIZATION AID	34,213.70	33,273.14
TOTAL SONOMA COUNTY SCHOOLS	4,605,106.73	4,479,822.34
<u>INTER-COUNTY SCHOOLS:</u>		
<u>MARIN COUNTY SCHOOLS</u>		
LAGUNA JOINT	21.19	20.58
UNION JOINT	21.19	20.58
SHORELINE JT UNIFIED	40,931.41	39,942.18
MARIN CO SCHOOL SERVICE	2,129.75	2,068.64
TOTAL MARIN COUNTY SCHOOLS	43,103.54	42,051.98
<u>MENDOCINO COUNTY SCHOOLS</u>		
POINT ARENA HI	23,988.79	23,197.54
MENDOCINO CO SCHOOL SERVICE	1,430.43	1,379.09
TOTAL MENDOCINO COUNTY SCHOOLS	25,419.22	24,576.63
<u>NAPA COUNTY SCHOOLS</u>		
CALISTOGA JT UNIF	18,362.45	17,043.09
NAPA JT JUNIOR COLLEGE	3,199.92	2,974.31
NAPA CO SCHOOL SERVICE	1,197.32	1,111.51
TOTAL NAPA COUNTY SCHOOLS	22,759.69	21,128.91
TOTAL INTER-COUNTY SCHOOLS	91,282.45	87,757.52
TOTAL ALL SCHOOLS	4,696,389.18	4,567,579.86
TOTAL AGENCIES NOT CHARGED	6,056,004.93	5,890,261.81
COUNTY GENERAL	1,930,324.43	1,877,910.14
TOTAL ADMINISTRATION FEES	10,595,757.00	10,291,723.00



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 8
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 3, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor David Rabbitt 565-2241

Supervisorial District(s):

Second District

Title: Disbursement of Fiscal Year 17/18 Second District Community Investment Program (formerly Advertising Program) Funds

Recommended Actions:

Approve Community Investment Program (formerly Advertising Program) grant awards and Authorize the County Administrator to execute a contract with the following non-profit entities for advertising and promotions activities for FY 17/18: Inquiring Systems, Inc. on behalf of A Theater for Children, \$400; Boys & Girls Clubs of Central Sonoma County, \$2,000; Children's Museum of Sonoma County, \$2,500; Cinnabar Arts Corporation on behalf of Cinnabar Theater, \$5,000; Community Alliance with Family Farmers on behalf of The Farmer's Guild & Community Alliance with Family Farmers (CAFF), \$1,000; Cotati Chamber of Commerce, \$2,000; Cruisin' the Boulevard, Inc., \$4,500; Latino Service Providers, \$500; Museums of Sonoma County, \$1,000; North Coast Ballet California, \$1,500 and Sonoma County Farm Trails, \$5,000.

Executive Summary:

Category C3 – Community Non-Profit Grants for Local Events, Organizations, and Economic Development Grants of the Community Investment Program Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor's discretion. The Second District has reviewed the applications and wishes to recommend the following FY 17/18 community investment grant awards:

- 1.) Inquiring Systems, Inc. on behalf of A Theater for Children for advertising and promotion of the 2017 Fall production and 2018 Spring Play which include performances by actors, storytellers and dancers; grant award of \$400.
- 2.) Boys & Girls Clubs of Central Sonoma County for advertising and promotion of Tomorrow's Leaders Today; grant award of \$2,000.
- 3.) Children's Museum of Sonoma County for advertising and promotion of special events including January Snow Days and the June Birthday Wingding; grant award of \$2,500.
- 4.) Cinnabar Arts Corporation on behalf of Cinnabar Theater, for advertising and promotion of special events and six different theater productions; grant award of \$5,000.

- 5.) Community Alliance with Family Farmers on behalf of The Farmer’s Guild & Community Alliance with Family Farmers (CAFF) for advertising and promotion of the Agrarian Games; grant award of \$1,000.
- 6.) Cotati Chamber of Commerce for advertising and promotion of Oktoberfest and the Jazz Festival; grant award of \$2,000.
- 7.) Cruisin’ the Boulevard, Inc. for advertising and promotion of Petaluma’s Salute to American Graffiti; grant award of \$4,500.
- 8.) Latino Service Providers for advertising and promotion of the annual Fandango; grant award of \$500.
- 9.) Museums of Sonoma County for advertising and promotion of Two Family Days; grant award of \$1,000.
- 10.) North Coast Ballet California for advertising and promotion of special performances of Hansel and Gretel; grant award of \$1,500.
- 11.) Sonoma County Farm Trails for advertising and promotion of Farm Trails Tours; grant award of \$5,000.

Discussion:

The Sonoma County Community Investment Program (formerly Advertising Program) utilizes a portion of the Transient Occupancy Tax (TOT) to encourage tourism, economic development, and community engagement through a variety of grant award and funding avenues. The Program provides various grants to community non-profits for advertising and economic development events and the county as a visitor destination with the goal of advancing economic growth through tourism. Additionally, the program provides grants to promote agricultural promotion as well as address impacts on safety due to tourism. The Program provides funding to the Regional Parks Department as well as the Economic Development Department and a number of other county department activities, all with the focus of encouraging tourism and awareness of Sonoma County.

The Community Investment Program Policy is divided into different categories. Category C3 is “Local Events, Organizations, and Economic Development Grants.” The Board established this category to assist small cultural, artistic, and countywide events and organizations as well as events occurring during the off peak tourism season (November 15 through April 15) with funding for advertising and economic development efforts that promote Sonoma County and encourage visitors to frequent the county throughout the entire year. Funding for these events and organizations is provided at the discretion of each Supervisorial District based on an overall allocation of \$250,000 divided equally across each district. Events and organizations make requests throughout the year to the Supervisorial District in which their event/organization exists.

Funds will be distributed upon approval of these awards by the Board of Supervisors and execution of the Community Investment grant agreement contract by the entity. The contracts will be executed by the County Administrator. The contracts will require the County logo on promotional materials produced using the grant award and will require submission to the County Administrator’s Office of advertising and promotional activity receipts up to the total amount of the grant award.

Prior Board Actions:

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Grant funds allow non-profit partners to advertise and grow local events and encourage tourism thereby promoting economic development and growth.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	25,400		
Additional Appropriation Requested			
Total Expenditures	25,400		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	25,400		
Use of Fund Balance			
Contingencies			
Total Sources	25,400		

Narrative Explanation of Fiscal Impacts:

Funds are included in the FY 17/18 budget.

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

None.

Related Items "On File" with the Clerk of the Board:

FY 17/18 Advertising Program Grant Award Agreement



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 9
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: April 3, 2018

Vote Requirement: 4/5

Department or Agency Name(s): County Administrator and Department of Health Services

Staff Name and Phone Number:

Sheryl Bratton, 565-2431
Barbie Robinson, 565-4777

Supervisorial District(s):

Title: Behavioral Health Fiscal Year 2017-2018 Contracts Backfill Funding

Recommended Actions:

Adopt a resolution amending by \$1.85 million the Fiscal Year 2017-2018 County Budget, which will transfer one-time estimated available Transient Occupancy Tax within the Community Investment Program and Redevelopment Act Residual funds within the Reinvestment and Revitalization Program to the Department of Health Services Behavioral Health Division to finance behavioral health services delivered for the remainder of the fiscal year through existing community based organizations contracts.

Executive Summary:

This item requests that the Board adopt a resolution amending the fiscal year 2017-2018 budget to transfer funding of \$1.85 million of available one-time Transient Occupancy Tax within the Community Investment Program and Redevelopment Act Residual funds within the Reinvestment and Revitalization Program to the Department of Health Services Behavioral Health Division to finance behavioral health services delivered for the remainder of the fiscal year through existing community based organizations contracts.

The redirection of Transient Occupancy Tax one-time funds will reduce the Board's capacity to expand community grants and/or increase funding provided to county departments such as Regional Park, Economic Development, Auditor-Controller-Treasurer-Tax Collector, Board of Supervisors/County Administrator, and Permit Sonoma. Also, use of one-time accumulated Redevelopment Residual funds will limit the Board's Reinvestment and Revitalization investments for programs managed by the Community Development Commission, which include the Housing Rehabilitation Loan program, Community Services, and Homeless System support.

As presented to the Board at the March 20, 2018 budget workshop, the Health Department has a fiscal year 2017-2018 deficit of approximately \$8.6 million, resulting in the identification of \$2.3 million in contract reductions that would need to be made to balance the budget. In an effort to mitigate the potentially drastic impacts to non-profit service providers, given the cuts would need to occur during the

last couple of months of the fiscal year, the Board directed staff to identify funding that can be used to backfill the County's contractual obligations. Backfilling will provide for the continuation of contracted behavioral health services at current levels through the end of the fiscal year.

Discussion:

The Department of Health Services contracts with a broad range of behavioral health services providers to provide timely access to high quality mental health and substance use disorder services. The Department's fiscal year 2017-2018 budget includes approximately \$41.7 million for contracted behavioral health services. The Department contracts for services to access expertise not available internally, to expand existing services to match consumer needs to provider expertise, and to supplement staff shortages for specialized client needs. The agreements include a full range of specialty behavioral health services and provide consumers broad access to culturally, age, and gender appropriate services within an integrated network of care. Consumers served by the Department's contracted network of behavioral health providers include Medi-Cal beneficiaries, the medically indigent, underinsured, and uninsured individuals. Each year the providers deliver outreach, prevention, mental health, and substance use disorder services to approximately 24,000 consumers.

The Department contracts for the following types of mental health and substance use disorder treatment services as part of the Department of Health Services treatment system.

- Residential Non-Medical Detoxification
- Residential Substance Use Disorder Treatment Services
- Outpatient Substance Use Disorder Treatment Services
- Perinatal Residential and Outpatient Substance Use Disorder Day Treatment Services
- Narcotic Treatment Programs
- Long-Term Care Facilities
- Children's Group Homes
- Children's Mental Health Outpatient Services
- Supportive Services to Adults in Community Care Facilities
- Supportive Services to Adults in Independent Living Settings
- Consumer, Family Peer Support and Recovery Services
- Mental Health Services Act Community Partnerships
- Mental Health Services Act Full Service Partnerships
- Acute Inpatient and Short-Term Crisis Services
- Mental Health Services Act Prevention and Early Intervention
- Mental Health Services Act Workforce, Education and Training
- Support Services, including temporary staffing and recruitment services, billing and data systems, hearing officers, and evaluation services.

As presented to the Board at the March 20, 2018 budget workshop, the Department has a fiscal year 2017-2018 deficit of approximately \$8.6 million. As part of the deficit reduction strategy for fiscal year 2017-2018, the Department planned to reduce existing provider contracts by a total amount of approximately \$3.5 million. The Department was able to offset \$1.2 million of contract reductions using one-time Substance Abuse Prevention and Treatment funding, resulting in a remaining contract reduction amount of \$2.3 million. Factoring in Federal Financial Participation reimbursement, provider contract reductions of \$2.3 million would result in a net savings to the Department of \$1.85 million; the variance between the total reduction and net savings being the result of lost federal revenue.

During the March 20, 2018 budget workshop, the Board indicated an interest in providing funding to backfill the County's contractual obligations and provide for the continuation of contracted behavioral health services at current levels through the end of the fiscal year.

This item requests that the Board adopt a resolution amending the fiscal year 2017-2018 budget to transfer funding of \$1.85 million of available Transient Occupancy Tax within the Community Investment Program and Redevelopment Act Residual funds within the Reinvestment and Revitalization Program to the Department of Health Services Behavioral Health Division to finance mental health services delivered for the remainder of the fiscal year through existing community based organizations contracts.

Prior Board Actions:

On June 20, 2017 the Board authorized the Director of Health Services to execute agreements for 1) mental health and substance use disorder services with a term beginning in FY 17-18 and ending no later than June 30, 2020, for a not to exceed amount of \$39,574,362 annually and 2) behavioral health support services with a term beginning in FY 17-18 and ending no later than June 30, 2020, for a not to exceed amount of \$3,298,857 annually.

Strategic Plan Alignment Not Applicable

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested	1,850,000		
Total Expenditures	1,850,000	0	0
Funding Sources			
General Fund/WA GF	1,850,000		
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	1,850,000	0	0

Narrative Explanation of Fiscal Impacts:

Funding transfers of 1) \$925,000 from Transient Occupancy Tax within the Community Investment Program (Advertising) and 2) \$925,000 from Redevelopment Act Residual funds within the Reinvestment and Revitalization Program, for a total of \$1,850,000, to the Department of Health Services Behavioral Health Division will provide funding for contracted behavioral health services at the current levels for the remainder of the fiscal year and eliminate the need to reduce contracted amounts for fiscal year 2017-2018. If one-time use of accumulated balances are approved, staff estimates \$500,000 in the

Advertising fund and \$2.8 million in the Redevelopment Act Residual fund will remain available as one-time balances within the identified programs.

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

Budgetary adjustment resolution

Related Items "On File" with the Clerk of the Board:

None



County of Sonoma
State of California

Date: April 3, 2018

Item Number: _____
Resolution Number: _____



4/5 Vote Required

Resolution of the Board of Supervisors of the County of Sonoma, State of California, Authorizing Budgetary Adjustments to the Fiscal Year 2017-2018 Adopted Budget by \$1.85 Million, which will Transfer One-Time Estimated Available Transient Occupancy Tax Within the Community Investment Program and Redevelopment Act Residual Funds within the Reinvestment and Revitalization Program to the Department of Health Services Behavioral Health Division to Finance Mental Health Services Delivered for the Remainder of the Fiscal Year through Existing Community Based Organizations Contracts

Whereas, the Board of Supervisors has adopted the final budget for fiscal year 2017-2018 in accordance with Section 29088 of the Government Code of the State of California; and

Whereas, the Government Code allows for adjustments to the adopted budget during the 2017-2018 fiscal year.

Now, Therefore, Be It Resolved that the Board of Supervisors, County of Sonoma, State of California, does hereby authorize and direct the County Auditor-Controller to adjust the fiscal year 2017-2018 adopted budget as follows:

Fund ID	Section ID	Section Title	Acct ID	Account Title	One-time	Budgeted
Financing Sources - General Fund						
10005	16021100	RDA Dissolution Distributions	57012	Transfers Out Between Govt. Funds	925,000	925,000
10005	16030100	Advertising	57012	Transfers Out Between Govt. Funds	925,000	925,000
Financing Uses - Other Funds						
11605	22030101	Behavioral Health Program Support	47102	Transfers In - btw Govt. Funds	1,850,000	1,850,000

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 10
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors, County of Sonoma

Board Agenda Date: April 3, 2018

Vote Requirement: Majority

Department or Agency Name(s): Fire and Emergency Services

Staff Name and Phone Number:

James Williams / 565-1152

Supervisorial District(s):

First District

Title: Schell Vista Fire Protection District Proposed Fire Code

Recommended Actions:

Ratify the adoption of an ordinance of the Schell-Vista Fire Protection District, within its respective district boundaries, of the 2016 edition of the California Fire Code local fire code amendments to include Chapter 13 Sonoma County Fire Safety Ordinance and ensure a consistent fire code throughout the County.

Executive Summary:

Every three years the State of California through the State Fire Marshal amends and adopts the California Fire Code, most recently on July 1, 2016. While many local agencies worked within typical timelines for adopting the code, the Schell-Vista Fire Protection District determined they wanted to adopt a fire code specifically for their fire district as a government entity. They chose to adopt the Sonoma County Fire Code verbatim, ratified by their Board of Directors on January 3, 2018. The district has worked with Fire and Emergency Services and other local fire jurisdictions to create a unified update for the local fire codes, and does not include alterations.

When a fire protection district chooses to separately adopt a fire code, the Board of Supervisors of their County must either ratify, modify, or deny the district's proposed ordinance. This item asks the Board to ratify the adoption of the 2016 California Fire Code with local amendments within this fire district.

Discussion:

The State of California amends and adopts model codes every three years, which includes the International Fire Code as promulgated by the International Code Council. The adoption of the 2015 International Fire Code with State amendments is known as the 2016 California Fire Code. Local fire jurisdictions are required to enforce the State codes for State Fire Marshal regulated occupancies as adopted by the State and the State Fire Marshal within 180 days after State publication. The California Fire Code became effective on January 1, 2017. Local jurisdictions may make amendments to the State code during this 180-day period for all requirements to go into effect at the same time on January 1, 2017.

Local Fire Protection District have the authority under Health and Safety Code 13869.7(a) to adopt a fire code and amend State requirements to be more, but not less, restrictive than the State code. The Schell-Vista Fire Protection District has taken the position that they must adopt their own fire codes. While the Sonoma County Fire and Emergency Services Department takes the position that the County's adopted fire code applies to fire protection districts, it is willing to accept these local jurisdictions' fire codes as long as they are in line with the County's code.

When fire protection districts choose to adopt a fire code, they are required to have their ordinance ratified within the county or city where the ordinance will apply. Pursuant to Health and Safety Code 13869.7(c), the Board of Supervisors has the ability to ratify, modify or deny a fire protection district's proposed ordinance. Based on staff's review of the fire districts' ordinances, staff is recommending ratification of the Schell-Vista Fire Code.

The current Sonoma County Fire Code, which Schell-Vista is adopting, was developed through a collaborative process with city, County, and fire district involvement. Several meetings were conducted for all interested persons over a period of eight months. By undertaking this collaborative effort, all jurisdictions within the county will have essentially the same language contained in their fire codes, thus creating uniformity among all fire codes within the county.

Prior Board Actions:

12/13/2016: Ratified modifications to the Rancho Adobe and Bodega Bay Fire Protection Districts' Proposed Fire Codes.

11/15/2016: Adopted Fire Code Ordinance No. 6184 making amendments to Chapter 13 concurrent to the triennial adoption cycle of the California Code.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

Ratifying the ordinance for the Schell-Vista Fire Protection District, within its respective boundaries within unincorporated Sonoma County which allows implementation of the most current regulations which are tailored to the local fire jurisdiction and Sonoma County.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	-0-		
Additional Appropriation Requested	-0-		
Total Expenditures	-0-		
Funding Sources			
General Fund/WA GF	-0-		
State/Federal	-0-		
Fees/Other	-0-		
Use of Fund Balance	-0-		
Contingencies	-0-		
Total Sources	-0-		
Narrative Explanation of Fiscal Impacts:			
No fiscal impacts.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
Schell-Vista Fire Protection District Ordinance No. 2017-1 (A1)			
Related Items “On File” with the Clerk of the Board:			
None.			

S:\BOS AGENDA\Fire\Fire Code\2018 Schell-Vista Fire Code\04-03-2018 FES CH 13 Fire Code_Schell-Vista_Summ.docm

ORDINANCE NO. 2017-1

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE SCHELL VISTA FIRE PROTECTION DISTRICT IN THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING, "FIRE SAFETY ORDINANCE" OF THE SCHELL VISTA FIRE PROTECTION DISTRICT CODE TO ADOPT BY REFERENCE AND AMEND SELECTED PROVISIONS, CHAPTERS AND APPENDICES OF THE CALIFORNIA CODE OF REGULATIONS, TITLE 24, 2016 EDITION OF THE CALIFORNIA FIRE CODE; TO ADOPT LOCAL FINDINGS; AND TO MAKE TECHNICAL AND ADMINISTRATIVE REVISIONS TO CHAPTER 13.

**SCHELL VISTA FIRE PROTECTION DISTRICT
FIRE SAFETY ORDINANCE**

Article I. General Provisions.

Sec. 1-1. Short title.

This chapter shall be known and may be cited as the Sonoma County Fire Safety Ordinance.

Sec. 1-2. Administrative regulations.

(a) The District Fire Chief may adopt, amend or repeal administrative regulations to implement, interpret or make specific provisions of this chapter. Notice of the proposed adoption, amendment, or repeal of a regulation pursuant to this section shall be posted for a period of thirty (30) days in the public lobby of the Fire Protection District's office, and shall be mailed to every person who has filed a request for notice of such actions with the Fire Protection District Fire Chief. Every notice shall include a copy of the express terms of the proposed action and a statement that the public may submit written comments on the proposed action prior to the close of the posting period. The Fire Protection District Fire Chief may approve, modify, or withdraw the proposed adoption, amendment or repeal of a regulation following the posting period.

(b) The adoption, amendment or repeal of a regulation pursuant to this section shall take place not less than fifteen (15) nor more than one hundred eighty (180) days following the close of the posting period specified in subsection (a), and shall be effective upon posting of an order of adoption, amendment or repeal in the public lobby of the District's office. Each such order shall include a concise and clear summary of the action taken by the Fire Protection District Fire Chief and shall remain posted for a period of thirty (30) days.

(c) The regulations adopted or amended pursuant to this section shall have the same force and effect as provisions of this chapter. Failure by any person to comply with any regulation adopted or amended pursuant to this section shall be a violation of this chapter.

(d) The regulations adopted or amended pursuant to this section shall be periodically compiled and copies thereof made available to the public for purchase at cost or review free of charge at the office of Fire District's office

Article II. Definitions is amended to read:

Article II. Definitions.

Sec. 2.1. Definitions.

Unless the provision or context requires otherwise, the definitions contained in this section shall govern the construction of this chapter. The definition of a word applies to any of that word's variants.

“Accessory Building” means any building containing solely a Group U occupancy as defined in the County Building Code.

“Agricultural Building” means any structure designed and constructed to house farm implements, hay, grain, poultry, livestock or other horticultural products. This structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated or packaged; nor shall it be a place used by the public.

“Agricultural Operation” means includes the cultivation and tillage of the soil, dairying, the production, cultivation, growing and harvesting of any agricultural commodity, including timber, viticulture, apiculture or horticulture, and the raising of livestock, fur-bearing animals, fish or poultry.

“All-Weather Driving Surface” means any surface that provides unobstructed access to conventional drive vehicles, including sedans and fire engines, and is capable of supporting a minimum of forty thousand (40,000) pound axle load during wet weather conditions.

“Board of Building Appeals” means the Board of Building Appeals created in Chapter 7 of the Sonoma County Code.

“Building” means any structure used or intended for supporting or sheltering any use or occupancy. Building is also any structure as to which state agencies have regulatory power, and housing or enclosure of persons, animals, chattels, equipment or property of any kind. Building is also any structure wherein things may be grown, made, produced, kept, handled, stored or disposed of, and all appendages, accessories, apparatus, appliances and equipment installed as a part thereof. Building shall not include machinery, equipment or appliances installed for manufacture or process purposes only, nor shall it include any construction installations which are not a part of a building, any tunnel, mine shaft, highway or bridge, or include any house trailer or vehicle which conforms to the California Vehicle Code.

Note: Building shall have the same meaning as defined in Health and Safety Code, Section 17920 and 18908 for the applications specified in Sections 101.17.9 and 101.17.10 of the Building Code.

“Building, existing” means a building legally erected prior to the adoption of this Code, or one for which a legal building permit was issued for the construction or legalization thereof prior to the adoption of this Code.

“Building, new” means a building for which a legal building permit is issued for the construction or legalization thereof after the adoption of this Code.

“Building Code” means the County Building Code as set forth in Chapter 7 of the Sonoma County Code.

“Building Official” means the Chief Building Official as defined in Section 7-2 of the Sonoma County Code.

“California Fire Code” means the regulations in California Code of Regulations, Title 24, Part 9, 2016 California Fire Code, which incorporate by adoption the 2015 Edition of the International Fire Code of the International Code Council with necessary California amendments.

“Central Alarm Station” means a publicly or privately operated alarm receiving center that is constantly attended by appropriately trained staff.

“Chief” means the County Fire Chief or his or her authorized representative for those portions of the unincorporated area of the county not in a fire protection district, and the local Fire Chief or his or her authorized representative for those portions of the unincorporated area of the county in a local fire protection district. Notwithstanding the preceding, the County Fire Chief shall be responsible for plan checking and inspection of new construction and alterations subject to this Code within both those portions of the unincorporated area of the county not in a fire protection district and those portions of the unincorporated area of the county in a local fire protection district, unless a local fire protection district notifies the County Fire Chief in writing that it has elected to have the local Fire Chief exercise those responsibilities within its jurisdictional area.

“Commercial building” means any building containing an occupancy other than a Group R-3 occupancy, a one- or two-family dwelling, or Group U Occupancy accessory to a Group R-3 occupancy, as defined in the County Building Code.

“County” means the County of Sonoma, in the state of California.

“County Building Code” means the building regulations in Chapter 7 of this Code.

“County Fire Chief” means the director of the Sonoma County Fire and Emergency Services Department.

“Certified Unified Program Agencies (CUPA)” means the regulatory division of Sonoma County Fire and Emergency Services Department hazardous materials enforcement division.

“Dairy Milking Facility” means a single-story structure constructed of non-combustible materials with two or more open sides that is used exclusively for milking dairy animals. A dairy milking facility may have either an office or a storage area of less than four hundred (400) square feet. A dairy milking facility shall not have any sleeping areas within the structure.

“Dangerous Fireworks” means dangerous fireworks as defined in Health and Safety Code, Section 12505.

“Dead-End Road” means any road that has only one point of vehicular ingress/egress, including cul-de-sac and looped or circular roads.

“Development Approval” means any of the following: (1) any discretionary approval granted pursuant to Chapter 25, 26, or 26C of this Code to allow residential, commercial, or industrial development of land, including, but not limited to, any approval of a zone change, tentative map, lot line adjustment, use permit, or design review; (2) any building permit issued pursuant to Chapter 7 of this Code to erect, construct, enlarge, alter, repair, move, improve, or convert any building, or to install a manufactured home; or (3) any grading permit issued

pursuant to Chapter 7 of this Code to construct a new road or driveway, or to extend, reconstruct, or improve an existing road or driveway.

“Director of Forestry and Fire Protection” means the director of the California Department of Forestry and Fire Protection or his or her authorized representative.

“Director of Permit and Resource Management” means the Sonoma County director of Permit and Resource Management or his or her authorized representative.

“Driveway” means any way or place in private ownership that provides vehicular access to no more than two (2) residential buildings, containing no more than three (3) dwelling units, and any number of accessory buildings on a single parcel.

“Driveway Structure” means any bridge, culvert or other appurtenant structure that supplements the driveway bed or shoulder.

“Dwelling Unit” means any building or portion thereof which contains living facilities, including provisions for sleeping, eating, cooking and sanitation, as required by the County Building Code, for not more than one (1) family.

“Exception” means an alternative to a standard specified in Article V of this chapter that is requested by an applicant for development due to health, safety, environmental conditions, physical site limitations or other limiting conditions, and provides mitigation of a problem.

“Executive Body” means the Board of Supervisors of Sonoma County for those portions of the county not in a fire protection district, and the Board of Directors of the Fire Protection District having jurisdiction for those portions of the county in that Fire Protection District.

“Exterior Wall” means any wall or element of a wall, or any member or group of members, which defines the exterior boundaries or courts of a building and which has a slope of sixty (60) degrees or greater from the horizontal plane.

“Existing Building” see **“building, existing.”**

“Fire Alarm” means any device, control or circuit designed to produce an alarm signal in the event of fire or system activation, together with the energy necessary to sound an alarm, electrically supervise the system where required, and activate the alarm bells, trouble bells or trouble signals.

“Fire and Emergency Services Department” means the Sonoma County Fire and Emergency Services Department.

“Fire Apparatus Access Road” means a road that provides fire apparatus access from a fire station to a facility, building or portion thereof. This is a general term inclusive of all other terms such as fire lane, public street, private street, parking lot lane and access roadway. Public streets maybe defined by the standards of the local agency having jurisdiction over the project.

“Fire Code Official” means the Fire Chief and any other designated authority charged with the administration and enforcement of code, or a duly authorized representative. This shall include representatives who enforce Sonoma County Code Chapter 29 Hazardous Materials Management.

“Fire Department” means the Sonoma County Fire and Emergency Services Department for those unincorporated areas of the county not in a local fire protection district, and the local fire protection district having jurisdiction for those unincorporated areas of the county in a local fire protection district.

“Fire Lane” means that portion of an access roadway reserved for emergency vehicles and the conduct of firefighting or rescue operations, or as designated by the fire department, and posted in accordance with California Vehicle Code Section 22500.1.

“Fireworks” means any fireworks as defined in Health and Safety Code, Section 12511.

“Floor Area-Fire Flow Calculations” means the floor area used for calculating the required fire flow shall be the total floor area of all floor levels within the exterior walls that are under the horizontal projection of the roof, except as modified in Appendix B, Section B104.

“General Plan” means the Sonoma County General Plan.

“Greenbelt” means a facility or land use designed for a use other than fire protection which will slow or resist the spread of a wildfire. Greenbelts include parking lots, irrigated or landscaped areas, golf courses, parks, playgrounds, maintained vineyards, orchards and annual crops that do not cure in the field.

“Hammerhead/T” means a roadway that provides a “T” shaped, three-point turnaround space for emergency equipment. The turnaround space shall be no narrower than the road it serves.

“HB-17 and HS-20” means the class of highway loading as defined by the American Association of State Highway and Transportation officials.

“Hydrant” means a valve connection on a water supply/storage system to supply fire apparatus and hoses with water.

“Jurisdiction” means the County of Sonoma, in the State of California.

“Jurisdictional Area” means the territory within a local fire protection district.

“Local Fire Chief” means the Fire Chief of a local fire protection district or his or her authorized representative.

“Local Fire Protection District” means any fire protection district organized and operating under the provisions of the Fire Protection District Law of 1987, Part 3 (commencing with Section 13800) of Division 12 of the Health and Safety Code, or any other special district lawfully exercising any of the powers, functions, or duties vested in or imposed upon a fire protection district pursuant to the Fire Protection District Law of 1987, all or part of whose territory is within the unincorporated area of the county. Notwithstanding the preceding, local fire protection district shall not include any County Service Area organized and operating under the provisions of the County Service Area Law, Chapter 2.2 (commencing with Section 25210.1) of Part 2 of Division 2 of Title 3 of the Government Code.

“Local Responsibility Area” means that portion of the unincorporated area of the county not classified by the State Board of Forestry as a State Responsibility Area.

“Manufactured Home” means any manufactured home as defined in Health and Safety Code, Sections 18007, 18008 and 19971.

“National Fire Codes” means the most current edition of the National Fire Codes published by the National Fire Protection Association (NFPA).

“New Building” see **“building, new.”**

“Non-Urban Parcel” means any parcel served by a water system other than a public water system.

“Occupancy” means the purpose for which a building or part thereof is used or intended to be used.

“One-Way Road” means a road designed for traffic flow in one (1) direction only.

“Open Burning” means any combination of combustible material of any type outdoors in the open, not in any enclosure, where the productions of combustion are not directed through a flue. Open burning shall not include a fire in a barbecue pit, either permanent or portable, when the barbecue pit is operated on a patio or other appropriate dooryard area adjacent to and in conjunction with the dwelling of the person operating the barbecue pit.

“Planning Official” means the director of the Permit and Resource Management Department.

“Private Riding Arena” means an enclosed or unenclosed building or portion of a building used exclusively for private equestrian activities by the building owner, guests, or employees, not to exceed a maximum capacity of thirty (30) persons. The area within a private riding arena shall not be used for storage areas, animal stalls, offices, viewing areas, shows, events, public riding lessons, or similar uses or occupancies. A private riding arena shall be classified as a Group U occupancy.

“Private Road” means any way or place in private ownership that provides vehicular access to more than one (1) parcel, to a commercial building or agricultural operation on a single parcel, or to more than two (2) residential buildings or two (2) residential buildings, containing more than three (3) dwelling units, on a single parcel.

“Public Display of Fireworks” means any public display of fireworks as defined in Health and Safety Code, Section 12524.

“Public Road” means any county highway or state highway.

“Public Water System” means a system, regardless of type of ownership, for the provision of piped water to the public for human consumption that has fifteen (15) or more service connections.

“Residential Building” means any one- or two-family dwelling containing a Group R-3 occupancy, or Group U occupancy accessory to a Group R-3 occupancy as defined in the County Building Code.

“Road” means any public or private road.

“Roadway” means that portion of any road improved, designed or ordinarily used for vehicular travel.

“Roadway Structure” means any bridge, culvert or other appurtenant structure that

supplements the roadway bed or shoulder.

“Same Practical Effect” means an exception or alternative with the capability of applying accepted fire suppression strategies and tactics, and provisions for firefighter safety, including: (1) access for emergency fire equipment; (2) safe civilian evacuation; (3) signing that avoids delays in emergency equipment response; (4) available and accessible water to effectively attack a fire or defend a structure from a wildfire; and (5) fuel modification sufficient for civilian and firefighter safety.

“Shall” is mandatory and **“May”** is permissive, however, use of the word **“shall”** in this Code is not intended to, nor shall it be deemed to create a mandatory duty imposed by enactment within the meaning of Government Code, Section 815.6.

“Shoulder” means the roadbed or surface of a roadway adjacent to the traffic lane.

“Single-Family Dwelling” means a dwelling that contains one dwelling unit for one family of one or more persons. Single-family dwelling does not include a dwelling used for a large family day-care home, lodging house, congregate residence, or other similar use.

“Standard Specifications for Highway Bridges” means the Standard Specifications for Highway Bridges, published by the American Association of State Highway and Transportation officials.

“State Responsibility Area” means that portion of the unincorporated area of the county classified by the State Board of Forestry as a State Responsibility Area.

“Structure” means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

“Subdivision” means any subdivision as defined in Government Code, Section 66424 and Section 25-2 of this Code.

“Subdivision Ordinance” means the Subdivision Ordinance of Sonoma County.

“Traffic Lane” means that portion of a roadway that provides a single line of vehicle travel.

“Turnaround” means a roadway, unobstructed by parking, which allows for a safe opposite change of direction for emergency equipment.

“Turnout” means a widening on a roadway or driveway to allow vehicles to pass.

“Two-Family Dwelling” means a dwelling that contains two (2) dwelling units for two (2) families of one or more persons. Two-family dwelling does not include a dwelling used for a large family day-care home, lodging house, congregate residence, or other similar use.

“Two-Way Road” means a road designed for traffic flow in opposing directions.

“Urban Parcel” means any parcel served by a public water system or mutual water system.

“Vehicle Cool Down” area provided for fire apparatus to rest when subject to grades in excess of 15%. This area shall not obstruct the flow of traffic.

“Vertical Clearance” means the minimum specified height of a bridge or overhead projection above a roadway.

“Wildfire” means a wildfire as defined in Public Resources Code, Sections 4103 and 4104.

Article III. Appeals is amended to read:

Article III. Appeals.

Sec. 3-1. Board of Appeals.

The Board of Building Appeals shall function as the Board of Appeals under this chapter. Except where inconsistent with the provisions of Sonoma County Code Sections 7-3 and Section 13-12 of this Code, the duties of the Board of Appeals shall be as prescribed in Chapter 1, Division II, Section 108 of the California Fire Code.

Sec. 3-2. Appeals.

(a) Except as otherwise provided in subsection (b), any applicant, permit holder or other interested person dissatisfied with a decision of the County Fire Chief, the director of Permit and Resource Management, or a local Fire Chief under this chapter may appeal the decision to the Board of Appeals, provided, however, that such appeal may not be made more than thirty (30) days after the decision from which the appeal is being made has been rendered. All interested persons shall be given a reasonable opportunity to be heard and present evidence to the Board of Appeals on any appeal. Decisions of the Board of Appeals shall be in writing and shall be delivered to the appellant and the applicant or permit holder, if different from the appellant, either in person or by mailing to the address stated on the appeal or application. Decisions of the Board of Appeals are final. Should no decision be rendered within twenty (20) days after the filing of the appeal, such appeal shall be deemed to be denied unless time is extended by action of the Board of Appeals.

(b) Appeals of notice and orders issued pursuant to violations of this chapter shall be conducted and determined by a hearing officer pursuant to Section 1-7.3 and Chapter 7 of Sonoma County Code.

Article IV. County Fire Code is amended to read:

Article IV. County Fire Code.

Sec. 4-1. County Fire Code designated--Administration and enforcement--Amendment by local fire protection districts.

(a) The 2016 California Fire Code as adopted by reference and amended in this article, shall constitute the County Fire Code.

(b) Except as otherwise provided in subsection (c), the administration and enforcement of the County Fire Code within a local fire protection district shall be the responsibility of the local Fire Chief. The County Fire Chief shall be responsible for the administration and enforcement of the County Fire Code within those portions of the unincorporated area of the county not in a local fire protection district.

(c) The County Fire Chief shall be responsible for plan checking and inspection of new construction and alterations subject to the County Fire Code, Chapter 13 within both those portions of the unincorporated area of the county not in a local fire protection district and those portions of the unincorporated area of the county in a local fire protection district which has adopted the County Fire Code,

unless a local fire protection district notifies the County Fire Chief in writing that it has elected to have the local Fire Chief exercise those responsibilities within its jurisdictional area, whether according to the County Fire Code or the district's amendment of the County Fire Code adopted per subsection (d).. Any such action shall only be effective if it is thereafter approved by the Board of Directors of the local fire protection district.

Exceptions

- 1) Development applications subject to enforcement of Title 14 of the Natural Resources Code, Division 1.5, Chapter 7, Subchapter 2. Buildings shall receive final approval and inspections by Sonoma County Fire and Emergency Services Department as delegated by California Department of Forestry and Fire Protection.
- 2) Residential Construction classified as R-3 as delegated by the chief building official to Sonoma County Fire and Emergency Services Department pursuant to the California Building and California Residential Code.
- 3) Sonoma County Fire shall be responsible for record keeping and inspection reports submitted by the local fire protection district to the chief building official.

(d) Pursuant to Health and Safety Code, Section 13869.7, a local fire protection district may amend all or any part of the County Fire Code for application within its jurisdictional area. Any such amendment shall first be referred to the County Fire Prevention Officers Association for review and recommendation, and shall only be effective if it is thereafter approved by the Board of Directors of the local fire protection district and ratified by the Board of Supervisors. The Board of Supervisors shall not ratify such amendment if it includes provisions that are less restrictive than the provisions of the County Fire Code.

Sec. 4-2. Conflicting regulations.

The provisions of this chapter shall prevail over any inconsistent provision contained in the California Fire Code or the National Fire Codes; provided, in the case of inconsistent regulations, no regulation shall prevail that is less restrictive than the regulations established by the State of California unless otherwise authorized by the State.

Sec. 4-3. California Fire Code adopted amendments.

(a) The portion of the California Building Standards Code that imposes substantially the same requirements as are contained in the Code, 2016 Edition published by the International Code Council and the California Building Standards Commission with Errata, including Appendices, 4, B, , C, , D, E, F, G, H and N; published by the International Code Council, save and except such portions as are hereinafter deleted, modified, or amended by subsection (b) of this section, are adopted and incorporated as fully as if set out at length herein for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosions within the boundary of the Schell Vista Fire District.

(b) The California Fire Code, 2016 Edition, is hereby amended as follows:

CHAPTER 1 SCOPE AND ADMINISTRATION

(1) California Fire Code, Division II Section 101.1 is amended to read:

101.1 Title. These regulations shall be known as the Sonoma County Fire Code, hereinafter referred to as “this Code.”

(2) California Fire Code, Division II Section 102.3 is amended to read:

102.3 Change of use or occupancy. No change shall be made in the use or occupancy of any structure that would place the structure in a different division of the same group or occupancy or in a different group of occupancies, unless such structure is made to comply with the requirements of this Code, the Sonoma County Building Code, and the California Building Code. Subject to the approval of the fire code official, the use or occupancy of an existing structure shall be allowed to be changed and the structure is allowed to be occupied for purposes in other groups without conforming to all the requirements of this Code, the Sonoma County Building Code, and the California Building Code for those groups, provided the new or proposed use is less hazardous, based on life and fire risk, than the existing use.

(3) California Fire Code, Division II Section 102.4 is amended to read:

102.4 Application of building code. The design and construction of new structures shall comply with the 2016 California Building Code, Volumes 1 and 2, the 2016 California Historical Building Code, the 2016 California Existing Building Code, and the 2016 California Residential Code, as adopted and amended by the County of Sonoma, and any alterations, additions, changes in use or changes in structures required by this Code, which are within the scope of the 2016 California Building Code Volumes 1 and 2, the 2016 California Historical Building Code, 2016 California Existing Building Code, the 2016 California Residential Code and the County Building Code Chapter 7 as adopted and amended by the County of Sonoma, shall be made in accordance therewith.

(4) California Fire Code, Division II Section 103.1 is amended to read:

103.1 General. The Division of Fire Prevention is established within the Fire and Emergency Services Department under the direction of the fire code official. The function of the division shall be the implementation, administration and enforcement of the provisions of this Code.

(5) California Fire Code, Division II Section 103.3.1 is added to read:

103.3.1 Authority to issue citations. The Fire Chief, the fire code official and his or her deputies who have the discretionary duty to enforce a statute or ordinance, pursuant to Section 836.5 of the California Penal Code and subject to the provisions thereof, may arrest a person without a warrant whenever the Fire Chief or member of the Fire Prevention Bureau has reasonable cause to believe that the person to be arrested has committed a violation in the presence of the Fire Chief or member of the Fire Prevention Bureau which he or she has discretionary duty to enforce, and to issue a notice to appear and to release such person on his or her written promise to appear in court, pursuant to the provisions of Section 853.5. of the California Penal Code.

(6) California Fire Code, Division II Section 105.1.2 is amended to read:

105.1.2 Types of permits. There shall be two types of permits as follows:

1. Operational permit. An operational permit allows the applicant to conduct an operation or a business for which a permit is required by Chapter 1, Section 105.6, including local amendments for either:

- 1.1. A prescribed period.
- 1.2. Until renewed or revoked.

2. Construction permit. A construction permit allows the applicant to install or modify systems and equipment for which a permit is required by Chapter 1, Section 105.7 including local amendments.

(7) California Fire Code, Division II Section 105.5.1 is added to read:

105.5.1 Revocation procedure. Revocation of any permit issued under this Code shall only occur after written notice of the violation has been given by the Fire Chief to the permittee at his or her last place of residence as shown on the permit or certificate, which notice shall order the permittee to either correct the violation within ten (10) days or appear before the local Fire Chief, unless the local fire protection district issues a written notice electing to have the County Fire Chief hear the matter, at a date and time certain to show cause why the permit or certificate should not be modified, revoked or suspended. At the hearing before the Fire Chief, the permittee shall have an opportunity to appear and be heard on the question of whether the permit issued to him should be revoked or suspended. Upon conclusion of the hearing or as soon thereafter as practicable, the chief shall issue a decision in writing to the permittee determining whether to modify, revoke or suspend the permit. Any interested person may appeal the Fire Chief's decision to the Board of Appeals. All appeals shall be filed in writing with the Fire Chief within ten (10) calendar days of the date of the decision being appealed.

(8) California Fire Code, Division II Section 105.6.49 is amended to read:

105.6.50 Local operational permits. In addition to the operational permits required by Section 105.6, the following permits shall be obtained from the division of fire prevention prior to engaging in the following activities, operations, practices or functions:

1. Production facilities. To change use or occupancy, to allow the attendance of a live audience, or for wrap parties.
2. Pyrotechnics and special effects. To use pyrotechnic special effects, open flame, use of flammable or combustible liquids and gasses, welding, and the parking of motor vehicles for the purpose of motion picture, television and commercial production.
3. Live audiences. To install seating arrangements for live audiences in approved production facilities, production studios, and sound stages. See Chapter 48.
4. Apartment, hotel, motel. An operational permit is required to operate an apartment house, hotel, or motel.
5. Bonfires or rubbish fires. An operational permit is required to kindle or authorize the kindling or maintenance of bonfires or rubbish fires.

as listed

6. Care Facilities. An operational permit is required to operate a care facility

6.1 Day care with an occupant load greater than eight (8) persons.

6.2 Residential or commercial institutional care facility, occupancies complying with Health and Safety Code Section 13235 are exempt.

7. Emergency responder radio coverage system. An operational permit is required for buildings and/or facilities with emergency responder radio coverage systems and related equipment.

8. High-rise building. An operational permit is required to operate a high-rise building as defined in the Building Code.

9. Institutional or residential occupancy (six (6) or fewer persons). An operational permit is required to operate an institutional or residential occupancy for six (6) or fewer persons, except day care and residential care facilities for the elderly.

10. Institutional or residential occupancy (more than six (6) persons). An operational permit is required to operate an institutional or residential occupancy for more than six (6) persons. Exception: A permit is not required for large-family day care providing care for fewer than nine (9) children.

11. Cannabis. An operational permit is required to operate a medical cannabis facility or Cannabis operation listed below when allowed by state law and Local Zoning Ordinance:

- a. Cultivation
- b. Distribution
- c. Manufacturing (non-volatile)
- d. Testing/Lab

12. Oil or natural gas well. An operational permit is required to own, operate or maintain an oil or natural gas well.

13. Organized camps. An operational permit is required to operate an organized camp (Group C occupancy).

14. Special Permit. An operational permit is required for any organized procession or assemblage of 50 or more people, which could significantly impact vehicular traffic or create a safety problem. Examples include, but are not limited to: music festivals, outdoor markets, circus, walkathons, runs, marathons, trail rides, bicycle races, celebrations, parades and other similar activities.

15. Winery caves – publicly accessible. An operational permit is required to operate a Type-2 or Type-3 winery cave that is accessible to the public.

(9) California Fire Code, Division II Section 105.7.19 is added to read:

105.7. 19Additional construction permits. In addition to the permits required by Section 105.7, the following construction permits shall be obtained from the division of Fire Prevention prior to starting construction:

1. Fire apparatus access roads. A construction permit is required for installation or modification of roadways and roadway structures used for fire apparatus access roads.
2. Excavation near flammable or combustible liquid pipeline. A construction permit is required to excavate or do any work below grade within ten (10) feet of any pipeline for the transportation of flammable or combustible liquid.
3. Gates. A construction permit is required for the installation of security gates across a fire apparatus access road.

(10) California Fire Code, Division II Section 109.4 is amended to read:

109.4 Violation penalties. Persons who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the Fire Code official, or of a permit or certificate used under provisions of this Code, shall be guilty of a misdemeanor, punishable by a fine of not more than one thousand dollars (\$1,000.00) or by imprisonment not exceeding six months, or both such fine and imprisonment, or administratively of not less than one thousand dollars (\$1000.00) Each day that a violation continues after due notice has been served shall be deemed a separate offense.

(11) California Fire Code, Division II Section 109.5 is added to read as follows:

109.5 Authority to issue citations. The Chief and members of the Fire Prevention Bureau who have the discretionary duty to enforce a statute or ordinance may, pursuant to Section 836.5 of the California Penal Code and subject to the provisions thereof, arrest a person without a warrant whenever the Chief or member of the Fire Prevention Bureau has reasonable cause to believe that the person to be arrested has committed a violation in the presence of the Chief or member of the Fire Prevention Bureau which he or she has discretionary duty to enforce, and to issue a notice to appear and to release such person on his or her written promise to appear in court, pursuant to the provisions of Section 853.5 et seq. of the California Penal Code.

(12) California Fire Code Section 111.4 is amended to read:

111.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than \$100.00 dollars or more than \$500.00 dollars. A person shall be fined for each day he or she continues to work after having been served with a stop work order.

(13) California Fire Code, Section 113.6 is added to read as follows:

113.6 Cost recovery. Fire suppression, investigation or emergency medical costs are recoverable in accordance with Health and Safety Code Sections 13009 and 13009.1, as may be amended from time to time. Additionally, any person(s) who negligently, intentionally or in

violation of law causes an emergency response, including, but not limited to, a traffic accident, spill of toxic or flammable or combustible fluids or chemicals is liable for the costs of securing such emergency, including those costs pursuant to Government Code Section 53150, et seq., as may be amended from time to time. Any expense incurred by Sonoma County Fire, any Local Fire District and Volunteer Fire Company for securing such emergency shall constitute a debt of such person(s) and shall be collectable by the Department in the same manner as in the case of an obligation under contract, expressed or implied.

CHAPTER 2 .DEFINITIONS

(14) California Fire Code Section 202 is amended to add the following.

BUILDING is defined as set forth in Chapter 13 of the Sonoma County Code.

MEMBRANE STRUCTURE. An air-inflated, air-supported, cable or frame-covered structure as defined by the *California Building Code* and not otherwise defined as a tent or umbrella structure. See Chapter 31 of the *California Building Code*.

SHOULDER Means the roadbed or surface of a roadway adjacent to the traffic lane.

SUBSTANTIAL ADDITION. All existing buildings or structures, any addition of floor area that exceeds areas identified in Sonoma County Fire Safety Ordinance Table 906.3 of the existing gross floor area, or when specific reference in other areas of the code are allowed.

SUBSTANTIAL ADDITION, Group R-3. All existing buildings or structures, any addition of floor area that exceeds areas identified in Sonoma County Fire Safety Ordinance Table 906.3 of the existing gross floor area, or when specific reference in other areas of the code are allowed.

SUBSTANTIAL REMODEL. In all existing buildings or structures, any alteration of floor area that is greater than seventy five percent (75%) of the existing gross floor area or meets the definition of a substantial improvement as defined by the *California Building Code*, or when specific reference in other areas of the code are allowed

Exception: Alterations made solely for the purpose of providing barrier removal pursuant to the requirements of the Americans with Disabilities Act (ADA) as contained in exception # 4 of Section 11B-204.2.

TENT. A structure, enclosure, umbrella structure or shelter with or without sidewalls or drops, constructed of fabric or pliable material supported by any manner except by air or the contents that it protects.

UMBRELLA STRUCTURE. A structure, enclosure or shelter with or without sidewalls or drops, constructed of fabric or pliable material supported by a central pole. (See "Membrane Structure" and "Tent")

UNWARRANTED ALARM. The giving, signaling or transition of an alarm notification to a public fire station or emergency communication center when such alarm is the result of a defective condition of an alarm system, system servicing testing, construction activities, ordinary household activities, false alarm or other cause when no such danger exists.

CHAPTER 3 GENERAL REQUIREMENTS

(15) California Fire Code Section 307.1 is amended to read:

307.1 General. Open burning shall be conducted in accordance with this section and Article VII of Chapter 13 of the Sonoma County Code.

(16) California Fire Code Section 307.2 is amended to read:

307.2 Permit required. Prior to commencement of open burning, a burning permit shall be obtained pursuant to section 13-71 of the Sonoma County Code.

(17) California Fire Code Section 311.3.1 is added to read:

311.3.1 Removal of debris after fire. All rubble, waste, rubbish, and other materials lying upon any premises within the jurisdictional area; having been accumulated thereon by reason of a fire, and having been rendered useless thereby shall be removed from within ten (10) days after notice has been given to do so in writing by the Fire Chief to the owner, lessee, or other person in charge or control of the premises.

CHAPTER 4 EMERGENCY PLANNING AND PREPAREDNESS

**(18) California Fire Code, Section 402.1 is amended to add the following:
UNWARRANTED ALARM**

(19) California Fire Code Section 401.3.2.1 is added to read as follows:

401.3.2.1 Unwarranted alarm notification. Notification of emergency responders based on an unwarranted alarm is be punishable by a fine in accordance with the adopted fee schedule. In addition, the responsible party may be liable for the operational and administrative costs, incurred from the emergency response or mitigation procedures resulting from an unwarranted alarm notification.

(20) California Fire Code Section 403.1 is amended to read as follows:

403.1 General. In addition to the requirements of Section 401, occupancies, uses and outdoor locations shall comply with the emergency preparedness requirements set forth in Section 403.2 through 403.12.3.3.

(21) California Fire Code Sections 403.3 through 403.11.4 are deleted.

(22) California Fire Code Section 403.13 is deleted.

CHAPTER 5 FIRE SERVICE FEATURES

(23) California Fire Code Section 503.1 is amended to read:

503.1 Where Required: Fire apparatus access roads shall comply with the

Sonoma County Fire Safe Standards when located in the Local Responsibility Area, and otherwise shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3

(24) California Fire Code Section 503.2 is amended to read:

503.2 Specifications. Fire apparatus access roads shall be installed per the Sonoma County Fire Safe Standards when located in the Local Responsibility Area, and otherwise shall be installed or arranged in accordance with Sections 503.2.1 through 503.2.8

(25) California Fire Code, Section 503.2.6.1 is added to read as follows:

503.2.6.1 Evaluation and maintenance. All existing private bridges and elevated surfaces that are a part of the fire department access roadway shall be evaluated by a California licensed civil engineer experienced in structural engineering or a California licensed structural engineer, for safety and weight rating, in accordance with American Association of State Highway and Transportation Officials (AASHTO) Manual: "The Manual for Bridge Evaluation," Second Edition, or other approved standard. Vehicle load limits shall be posted at both entrances to bridges. All bridges and elevated structures providing fire department access shall be routinely maintained in accordance with Section 503.2.6 or when directed by the fire code official or authorized designee.

(26) California Fire Code Section 503.3 is amended to read

503.3 Marking. Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING – FIRE LANE *in accordance with the California Vehicle Code*, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

(27) California Fire Code Section 503.6.1 is added to read:

503.6.1 Width. All gate entrances and similar structures shall be at least two feet (2') wider than the width of the traffic lane(s) serving the gate or structure.

(28) California Fire Code Section 503.6.2 is added to read:

503.6.2 Setbacks. All gates providing access from a public road to a private road or private driveway shall be located at least thirty feet (30') from the roadway and shall open to allow a vehicle to stop without obstructing traffic on the roadway.

(29) California Fire Code Section 505.1 is amended to read:

505.1 Address identification. New and existing buildings shall be provided with approved illuminated or other approved means of address identification. The address identification shall be legible and placed in apposition that is visible from the street or road fronting the property. Address identification characters shall contrast with their background.

Address numbers shall be Arabic numerals or alphabetic letters. Numbers shall not be spelled out. Character size and stroke shall be in accordance with Section 505.1.1 through 505.1.2. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response in accordance with this code and Section 505.1.3. Where access is by means of a private road and the building cannot be viewed from the public way or when determined by the fire code official, a monument, pole, or other approved illuminated sign or other approved means shall be used to identify the structure. Address identification shall be maintained.

(30) California Fire Code Section 505.1.1 is added to read as follows:

505.1.1 Numbers for one- and two- family dwellings. Each address identification character shall be not less than four (4) inches high with a minimum stroke width of one-half (0.5) inch.

(31) California Fire Code Section 505.1.2 is added to read as follows:

505.1.2 Numbers for other than one and two-family dwellings. Each address identification character shall be not less than twelve (12) inches high with a minimum stroke width of one (1) inch. Suite and unit directional numbers shall be not less than six (6) inches high with a minimum stroke width of three-quarter (0.75) inch. Numbers shall be not less than four (4) inches high with a minimum stroke width of one-half (0.5) inch.

(32) California Fire Code Section 505.1.3 is added to read as follows:

505.1.3 Complex directory. Where two or more buildings cannot be viewed from the public way or when determined by the fire code official, an approved illuminated complex directory, monument, pole, or other approved sign or means shall be used to identify the structures at the main entrances to the property.

(33) California Fire Code Section 505.1.4 is added to read:

505.1.4 Installation, location and visibility of addresses. All buildings shall have a permanently posted address, which shall be placed at each driveway entrance and visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter, and the address shall be visible and legible from the road on which the address is located.

(34) California Fire Code Section 505.1.4.1 is added to read:

505.1.4.1 Signs posted one-way roads. Address signs along one-way roads shall be visible from both the intended direction of travel and the opposite direction.

(35) California Fire Code Section 505.1.4.2 is added to read:

505.1.4.2 Multiple addresses. Where multiple addresses are required at a single driveway, they shall be mounted on a single post.

Where a roadway provides access solely to a single commercial or industrial business, the address sign shall be placed at the nearest road intersection providing access to that site.

(36) California Fire Code Section 505.2.1 is added to read:

505.2.1 Size of letters, numbers and symbols for street and road signs.

Size of letters, numbers, and symbols for street and road signs shall be a minimum of three inches (3") for letter height with a three-eighths inch (3/8") stroke, reflectorized, and contrasting with the background color of the sign.

(37) California Fire Code Section 505.2.2 is added to read:

505.2.2 Visibility and legibility of street and road signs.

Street and road signs shall be visible and legible from both directions of vehicle travel for a distance of at least one hundred feet (100').

(38) California Fire Code Section 505.2.3 is added to read:

505.2.3 Height of street and road signs.

Height of street and road signs shall be uniform countywide, and meet the visibility and legibility standards of this section.

(39) California Fire Code Section 505.2.4 is added to read:

505.2.4 Names and numbers on street and road signs.

Newly constructed or approved public and private roads and streets must be identified by a name or number through a consistent countywide system that provides for sequenced or patterned numbering and/or non-duplicating naming within the county. All signs shall be mounted and oriented in a uniform manner. This section does not require any entity to rename or renumber existing roads or streets, nor shall a roadway providing access only to a single commercial or industrial occupancy require naming or numbering.

(40) California Fire Code Section 505.2.5 is added to read:

505.2.5 Intersecting roads, streets and private lanes.

Signs required by this article identifying intersecting roads, streets and private lanes shall be placed at the intersection of those roads, streets and/or private lanes.

(41) California Fire Code Section 505.2.6 is added to read:

505.2.6 Signs identifying traffic access limitations.

A sign identifying traffic access or flow limitations, including, but not limited to weight or vertical clearance limitations, dead-end road, one-way road (or single land conditions) shall be placed: (a) at the intersection preceding the traffic access limitation, and (b) no more than one hundred feet (100') before such traffic access limitation.

(42) California Fire Code Section 507.2.2 is amended to read:

507.2.2 Water tanks.

Water tanks for private fire protection shall be installed in accordance with NFPA 22.

Exception:

For Group R-3 occupancies, equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, and associated accessory structures up to 3,000 square feet in area, plastic water tanks up to 5,000 gallons in volume may be used. A flammable vegetation clearance of not less

than twenty feet (20') shall be maintained around all poly-plastic or similar water tanks.

(43) California Fire Code Section 507.2.3 is added to read:

507.2.3 Urban water system for one- and two-family dwellings, and accessory structures associated with one- and two-family dwellings. If the water supply to the parcel is provided by a public or community water system (urban parcel - see Definitions) the emergency water supply for residential buildings shall consist of a permanent hydrant located on the road within two hundred fifty feet (250') of the driveway measured from where the driveway intersects with the public or private road. Distance measurements shall be determined by hose lay along the road, not horizontal distance.

(44) California Fire Code Section 507.2.4 is added to read:

507.2.4 Non-urban water system. If the water supply to the parcel is provided by a private water well (non-urban parcel - see Definitions) the fire code official is authorized to utilize NFPA 1142 or the *International Wildland-Urban Interface Code*.

Exception: When authorized by the authority having jurisdiction, the emergency water supply requirements for one- and two-family dwellings, and accessory structures associated with one- and two-family dwellings, may be waived when sufficient evidence is proven that the Emergency Water Standards of Title 14 of the Natural Resources Code, Division 1.5, Article 4 have been met.

(45) California Fire Code Section 507.3 is amended to read:

507.3 Fire flow. Fire flow requirements for buildings or portions of buildings and facilities shall be determined by an approved method or Appendix B.

(46) California Fire Code Section 507.5.1.1 is amended to read as follows:

507.5.1.1 Hydrant for fire department connections. Buildings equipped with a water-based fire protection system installed in accordance with Section 903 through 905 shall have a fire hydrant within 100 feet of the fire department connections, or as approved by the fire code official. (*Also see Section 912.2*).

(47) California Fire Code Section 507.5.1.2 is added to read

507.5.1.2 Other areas. Fire hydrant systems shall be required where a public water system, regardless of type of ownership, provides water for human consumption to fifteen (15) or more service connections.

(48) California Fire Code Section 507.5.7 is added to read

507.5.7 Fire Hydrant size and outlets. New commercial development and existing commercial development shall have a minimum of two 4.5 inch connections and one 2.5 inch connection unless otherwise approved by the fire code official.

(49) California Fire Code Section 510.1 Exception #1 is deleted

(50) California Fire Code Section 510.3 is amended to read

510.3 Permits Required. Permits shall be required as set forth in in sections

105.6 and 105.7. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

CHAPTER 9 FIRE PROTECTION SYSTEMS

(51) California Fire Code Section 901.7.7 - 901.7.7.2 is added to read:

901.7.7 Notice of nuisance or unwarranted alarm. The officer in charge of fire units responding to a fire alarm signal shall determine whether a true emergency exists. If the officer determines that an emergency does not exist, the chief of the local fire agency or the County Fire Chief may issue a written notice of nuisance alarm or unwarranted alarm to the owner or person in charge or control of the facility where the alarm signal originated.

901.7.7.1 Unreliable/unwarranted fire alarm systems. The Fire Chief of the local fire agency or the County Fire Chief may determine that a fire alarm system is unreliable or unwarranted upon receipt of more than four (4) alarms within a twelve (12) month period. Upon finding that an alarm system is unreliable or unwarranted, the chief of the local fire agency or the County Fire Chief may order the following:

1. For any nuisance alarm where the system is not restored, the Fire Chief may require the system owner to provide standby personnel as defined in Chapter 4, Section 403.1 or take such other measures, as the Fire Chief deems appropriate. Persons or activities required by the Fire Chief shall remain in place until a fire department-approved fire alarm maintenance firm certifies in writing to the Fire Chief that the alarm system has been restored to a reliable condition. The chief may require such tests, as he deems necessary to demonstrate the adequacy of the system.

2. Upon the fifth (5th) and sixth (6th) alarms from the alarm system within a twelve (12) month period, the system owner shall pay a mitigation fee to the fire department of \$150.00, plus the cost of fire engine response, for each occurrence.

3. Upon the seventh (7th) and eighth (8th) n alarms from the alarm system within a twelve (12) month period, the system owner shall pay a mitigation fee to the fire department of \$300.00, plus the cost of fire engine response.

4. Upon the ninth (9th) and following alarms from the alarm system within a twelve (12) month period, the system owner shall pay a mitigation fee to the fire department of \$500.00, plus the cost of fire engine response, for each occurrence.

901.7.7.2 Hearing on notice. Any person receiving a notice of nuisance alarm who contends that the Fire Chief erroneously determined that the fire alarm system was not functioning as designed, may file a written request with the Fire Chief for a hearing on the determination within ten (10) days after receipt of the notice of nuisance alarm. The Fire Chief shall give the requesting party a hearing on the determination within thirty (30) days of receipt of the request. The request shall set forth: (1) that the system functioned as designed, or (2) that the nuisance alarm resulted from an act of God, flooding, or other violent natural condition without fault and beyond the control of the requesting party. Within ten (10) days following the hearing, the chief shall give written notice of his or her decision to the requesting party.

**(52) California Fire Code, Section 902.1 is amended to add the following:
SUBSTANTIAL ADDITION**

SUBSTANTIAL ADDITION, Group R-3
SUBSTANTIAL IMPROVEMENT (see *California Building Code, Chapter 2*)
SUBSTANTIAL REMODEL

(53) California Fire Code Section 903.2 is amended to read as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.19. Approved automatic sprinkler systems in existing buildings and structures shall be provided in locations described in Section 903.6.

Exceptions:

1. Agricultural buildings as approved by the fire code official.
2. Detached accessory structures to Group R-3 not classified as a dwelling unit and not exceeding 3,000 square feet (928m²) in gross floor area.
3. Detached non-combustible motor vehicle fuel dispensing canopies.
4. Detached group U occupancies not greater than 3,000 square feet (279m²).
5. Special occupancy aircraft hangar shade structures as approved by the fire code official, unless required in NFPA409.

(54) California Fire Code Section 903.2.1 is amended to read as follows:

903.2.1 Group A. An automatic sprinkler system shall be provided throughout buildings containing a Group A occupancy.

(55) California Fire Code Section 903.2.1.1 through 903.2.1.5 are deleted.

(56) California Fire Code Section 903.2.1.6 is renumbered and amended to read as follows:

903.2.1.6 Assembly occupancies on roofs. Where an occupied roof has an assembly occupancy with an occupant load exceeding 100 for Group A-2 and 300 for other Group A Occupancies, an automatic sprinkler system shall be provided throughout the building in accordance with Section 903.3.1.1 or 903.3.1.2.

(57) California Fire Code Section 903.2.1.7 is deleted.

(58) California Fire Code Section 903.2.2 is amended to read as follows:

903.2.2 Ambulatory care facilities. An automatic sprinkler system shall be installed throughout buildings containing an ambulatory care facility.

(59) California Fire Code Section 903.2.3 is amended to read as follows:

903.2.3 Group E. An automatic sprinkler system shall be installed throughout buildings containing a Group E occupancy.

(60) California Fire Code Section 903.2.4 is amended to read as follows:

903.2.4 Group F. An automatic sprinkler system shall be provided throughout buildings containing a Group F occupancy where gross floor area exceeds 1000 square feet (93m²).

Exceptions:

1. Canopied winery crush pads less than 12,000 square feet in area, provided that all of the following conditions are met:

- a. The canopy and supporting structure are constructed of non-combustible materials.
 - b. If attached, the crush pad is separated from other portions of the building by one-hour fire-resistive walls.
 - c. The crush pad is not used for storage of combustible materials.
 - d. The canopy and supporting structure is incapable of trapping heat, smoke or other byproducts of combustion.
2. Dairy milking facilities less than 12,000 feet in area.

(61) California Fire Code Section 903.2.4.1 is deleted.

(62) California Fire Code Section 903.2.5.3 is amended to read as follows:

903.2.5.3 Pyroxylin plastics. An automatic sprinkler system shall be provided throughout buildings where cellulose nitrate film or pyroxylin plastics are manufactured, stored or handled in quantities exceeding 100 pounds (45 kg).

(63) California Fire Code, Section 903.2.6.2 is amended to read as follows:

903.2.6.2 Group I-3. *Every building where inmates or persons are in custody or restrained shall be protected by an automatic sprinkler system conforming to NFPA 13. The main sprinkler control valve or valves and all other control valves in the system shall be locked in the open position and electronically supervised so that at least an audible and visible alarm will sound at a constantly attended location when valves are closed. The sprinkler branch piping serving cells may be embedded in the concrete construction.*

(64) California Fire Code Section 903.2.7 is amended to read as follows:

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where gross floor area exceeds 1000 square feet (93m²).

(65) California Fire Code Section 903.2.8.1 is amended to include the exception as follows:

903.2.8.1 Group R-3. An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be provided throughout all one- and two-family dwellings regardless of square footage in accordance with the *California Residential Code*. Automatic sprinklers system shall be installed in mobile homes, manufactured homes and multi-family manufactured homes with two or more dwelling units in accordance with *Title 25 of the California Code of Regulations*.

(66) California Fire Code Section 903.2.9 is amended to read as follows:

903.2.9 Group S. An automatic sprinkler system shall be provided throughout all buildings containing a Group S occupancy where the gross floor area exceeds 1000 square feet (93m²).

Exceptions:

1. Agricultural buildings as approved by the fire code official.
2. Detached accessory structures to Group R-3 not classified as a dwelling unit and not exceeding 3,000 square feet (279m²) in gross floor area.

3. Special occupancy aircraft shade structures as approved by the fire code official, unless required in NFPA409.
4. Volunteer Fire Department vehicle storage barn not exceeding 3000 sq. ft. (279m²).

(67) California Fire Code Section 903.2.9.1 through 903.2.9.2 is deleted.

(68) California Fire Code Section 903.2.10 is amended to read as follows:

903.2.10 Group B. An automatic sprinkler system shall be provided throughout buildings containing a Group B occupancies where the gross floor area exceeds 1000 square feet (93m²).

(69) California Fire Code Section 903.2.10.1 is deleted.

(70) California Fire Code Section 903.2.11 is amended to read as follows:

903.11 Specific buildings areas and hazards. In all occupancies other than detached Group U occupancies not greater than 3,000 square feet (928m²), an automatic sprinkler system shall be installed for building design or hazard in the locations set forth in Sections 903.2.11.1 through 903.2.11.8.

(71) California Fire Code Section 903.2.11.3 exceptions #1 & #2 are deleted.

(72) California Fire Code Section 903.2.11.7 is added to read as follows:

903.2.11.7 Undetermined use design. Automatic sprinkler systems installed in buildings or structures of undetermined use shall be designed and installed to have a minimum density of .33 gallons per minute per square foot over a minimum design area of 3,000 square feet (2,784m²).

(73) California Fire Code Section 903.2.11.8 is added to read as follows:

903.2.11.8 High-piled storage. An automatic sprinkler system shall be provided throughout as required in Chapter 32 in all buildings where storage is in high-pile or rack storage arrays.

(74) California Fire Code Section 903.2.11.9 is added to read:

903.2.11.9 Elevation of existing buildings. An automatic fire extinguishing system shall be installed throughout all existing buildings when the building is elevated to three or more stories, or more than thirty-five feet (35') in height, from grade to the exposed roof.

Exceptions:

1. An automatic fire-extinguishing system need not be provided when the area above 35 feet (35') is provided for aesthetic purposes only and is a non-habitable space.
2. An automatic fire-extinguishing system need not be provided when existing single-family and two-family dwellings are elevated to comply with the

requirements of Chapter 7B of the Sonoma County Code, provided that all of the following conditions are met:

(a) The elevation creates a building no more than three stories in height.

(b) Two approved exits that exit directly to the exterior and one exterior stair leading to the lowest level of fire department access are provided from the highest floor.

(c) Approved interconnected smoke alarms are installed at each floor level and in all sleeping rooms, and hallways adjacent to sleeping rooms.

(d) There is no expansion or modification of use other than installation of the exits required by subparagraph (b) above and a utility room less than 100 square feet. The space created at ground level by the elevation shall be used only as a private parking garage or as unused vacant space.

(e) Any addition to the building after the elevation shall require installation of an automatic fire-extinguishing system.

(75) California Fire Code, Section 903.4.2 is amended to read as follows:

903.4.2 Alarms. *One exterior* approved audible and visual device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

Exception: R-3 occupancies may be exempt from visual device when approved by the fire code official.

(76) California Fire Code Section 903.6 is amended to read as follows:

903.6 Where required in existing buildings and structures. An automatic sprinkler systems shall be provided throughout existing buildings and structures where required in Sections 903.6.1 through 903.6.3.

(77) California Fire Code Section 903.6.1 is added to read as follows:

903.6.1 Substantial remodel. An automatic sprinkler system shall be provided throughout all buildings that undergo a substantial remodel or substantial improvement.

Exception: Alterations made solely for the purpose of complying with the *American Disabilities Act*.

(78) California Fire Code Section 903.6.2 is added to read as follows:

903.6.2 Substantial addition. An automatic sprinkler system shall be provided throughout all buildings that undergo a substantial addition per table 903.6.

(79) California Fire Code Section 903.6.3 is added to read as follows:

903.6.3 Substantial remodel and alteration. An automatic sprinkler system shall be provided throughout all buildings that undergo any combination of substantial remodel, addition, alteration or renovation that exceeds allowable area set by Sonoma County Fire Safety Ordinance TABLE 903.6

(80) California Fire Code, Table 903.6 is added to the California Fire Code, to read:

**TABLE 903.6
SUBSTANTIAL ADDITION, ALTERATION, AND REMODEL**

Existing Gross Floor Area ^(d)	Allowable Gross Floor Area Increase
0-1,000 sq. ft.:	200% ^(c)
1,001-4,000 sq. ft.:	100% ^{(a)(c)}
Greater than 4,000 sq. ft.:	50% ^{(a)(b)(c)}

^(a)A 2,000 sq. ft. maximum of an increase is allowed.

^(b)Maximum cumulative allowable gross floor area is 6,000 sq. ft.

^(c)Fire sprinklers are required when additions to Limited Density Owner-Built Rural Dwellings (as described in Sonoma County Code Chapter 7-A) exceed 640 sq. ft. in gross floor area.

^(d)Remodels that are greater than 75% of the original gross floor area.

(81) California Fire Code Section 904.12 is amended to read as follows:

904.12 Commercial cooking systems. *Commercial cooking equipment that produce grease laden vapors shall be provided with a Type I Hood, in accordance with the California Mechanical Code, NFPA 96, and an automatic fire extinguishing system that is listed and labeled for its intended use as follows:*

1. *Wet chemical extinguishing system, complying with UL 300.*
2. *Carbon dioxide extinguishing system.*
3. *Automatic fire sprinkler systems.*

All existing dry chemical and wet chemical extinguishing systems shall comply with UL 300.

Exception: *Public school kitchens, without deep-fat fryers, shall be upgraded to a UL 300 compliant system during state-funded modernization projects that are under the jurisdiction of the Division of the State Architect.*

All systems shall be installed in accordance with the California Mechanical Code, NFPA 96, appropriate adopted standards, their listing and the manufactures' installation instructions.

Exception: *Factory-built commercial cooking recirculating systems that are tested, listed, labeled and installed in accordance with UL 710B and the California Mechanical Code and NFPA 96.*

(82) California Fire Code, Section 905.3.1(2) is amended to read as follows:

905.3.1 Height. *In other than Group R-3 and R-3.1 occupancies, Class III standpipe systems shall be installed throughout at each floor where any of the following occur:*

1. *Buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of fire department vehicle access.*
2. *Buildings that are three or more stories in height.*
3. *Buildings where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department access.*
4. *Buildings that are two or more stories below the highest level of fire department vehicle access.*

Exceptions:

1. Class I standpipes are allowed in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2.
2. Class I manual standpipes are allowed in open parking garages where the highest floor is located not more than 150 feet (45 720 mm) above the lowest level of fire department vehicle access.
3. Class I manual dry standpipes are allowed in open parking garages that are subject to freezing temperatures, provided that the hose connections are located as required for Class II standpipes in accordance with Section 905.5.
4. Class I standpipes are allowed in basements equipped throughout with an automatic sprinkler system.
5. In determining the lowest level of fire department vehicle access, it shall not be required to consider either of the following:
 - 5.1. Recessed loading docks for four vehicles or less.
 - 5.2. Conditions where topography makes access from the fire department vehicle to the building impractical or impossible.

(83) California Fire Code Section 905.9 exception #2 is deleted.

(84) California Fire Code Section 912.2 is amended to read as follows:

912.2 Location. With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. The location of the fire department connections shall be within 100 feet of a fire hydrant or approved by the fire code official (*Also see Section 507.5.1.1*).

(85) California Fire Code Section 914.12 through 914.12.2 is added to read

914.12 Type 3 winery caves as defined in chapter 446 of the California Building Code and Sections 914.12.1 and 914.12.2 of the California Fire Code.

914.12.1 Manual Fire Alarm system shall be installed in existing Type 3 winery caves unless equipped with an automatic sprinkler system installed in accordance with 903.3.1.1. The fire alarm system shall activate the occupant notification system in accordance with 907.5 when the occupant load exceeds 100 or more.

914.12.2 Automatic sprinkler system shall be installed in all new Type 3 winery caves when the occupant load exceed 100 or more, or existing winery caves when a change of use is approved by the fire code official.

CHAPTER 11 CONSTRUCTION REQUIREMENTS FOR EXISTING BUILDINGS

(86) California Fire Code Section 1103.1 is amended to read as follows:

1103.1 Required construction. Existing buildings shall comply with not less than the minimum provisions specified in Table 1103.1 and as further enumerated in Sections 1103.2, 1103.6, 1103.7, 1103.8 through 1103.8.5.3, 1103.9, and 1103.10.

The provisions of this chapter shall not be constructed to allow the elimination of fire protection systems or a reduction in the level of fire safety provided in buildings constructed in accordance with previously adopted codes.

Exceptions:

1. Where a change in fire-resistance rating has been approved in accordance with Section 803.6 of the *California Existing Building Code*.
2. Group U occupancies.

(87) California Fire Code Sections 1103.2 Item #1 is deleted.

(88) California Fire Code Sections 1103.3 through 1103.5.4 are deleted.

(89) California Fire Code Sections 1104 and 1105 are deleted.

**CHAPTER 31
TENTS AND OTHER MEMBRANE STRUCTURES**

(90) California Fire Code, Section 3102.1 is amended to amend and add the following:

**MEMBRANE STRUCTURE
TENT
UMBRELLA STRUCTURE**

(91) California Fire Code Section 3101.1 is amended to read as follows:

3101.1 Scope. Tents, umbrella structures, temporary stage canopies and membrane structures shall comply with this chapter. The provisions of Section 3103 are applicable only to temporary tents, umbrella structures, and membrane structures. The provisions of Section 3104 are applicable to temporary and permanent tents, umbrella structures, and membrane structures. Other temporary structures shall comply with the *California Building Code*.

These building standards govern the use of tents, umbrella structures, awnings or other fabric enclosures, including membrane (air-supported and air-inflated) structures and places of assemblage, in or under which 10 or more persons may gather for any lawful purpose.

Exceptions:

1. *Tents, umbrella structures, awnings or other fabric enclosures used to cover or enclose private swimming pools and similar facilities on the premises of private one- and two-family dwellings.*
2. *Tents used to conduct committal services on the grounds of a cemetery.*
3. *Tents, umbrella structures, awnings or other fabric enclosures erected and used within a sound stage, or other similar structural enclosure which is equipped with an overhead automatic sprinkler system.*
4. *Tensioned membrane roof materials supported by ridged frames or installed on a mast and cable system provided such structures conform to the requirements of one of the types of construction as described in these regulations.*
5. *Fabric structures which are part of mobile homes, recreational vehicles, or commercial coaches governed by the provisions of Division 13, Part 2, Health and Safety Code (Department of Housing and Community Development).*

CHAPTER 33 FIRE SAFETY DURING CONSTRUCTION

(92) California Fire Code Section 3314.3 is added to read as follows:

3314.3 Where required. In buildings of combustibile construction required to have automatic sprinkler system by Section 903, automatic sprinkler system shall be installed prior to construction exceeding 40 feet (12,192 mm) in height above the lowest level of fire department vehicle access. Such automatic sprinkler system shall be extended as construction progresses to within one floor of the highest point of construction having secured decking or flooring.

(93) California Fire Code Section 3314.4 is added to read as follows:

3314.4 Buildings being demolished. Where a building is being demolished and an automatic sprinkler system is existing within such a building, such automatic sprinkler system shall be maintained in an operable condition so as to be available for use by the fire department. Such automatic sprinkler system shall be demolished with the building but shall not be demolished more than one floor below the floor being demolished.

CHAPTER 49 REQUIREMENTS FOR WILDLAND-URBAN INTERFACE FIRE AREAS

(94) California Fire Code Section, Section 4903 through 4903.4 is amended to add the following:

4903.1 General. A fire protection plan shall be required for any new residential or commercial building within a Very High Fire Severity Zone. The plan shall be prepared by a qualified professional and shall be approved by the County fire code official. The plan shall include, at a minimum, defensible space zones, identification of vegetation types, replacement of non-native flammable vegetation with approved fire resistive vegetation, and a maintenance program for all vegetation. The property owner shall record a covenant, in a form satisfactory to County Counsel, which ensures that the approved plan will be implemented and maintained. When required by the code official,

4903.2 Content. The fire protection plan shall be based upon a site-specific wildfire risk assessment that includes considerations of location, topography, aspect, flammable vegetation, climatic conditions and fire history. The plan shall address water supply, access, building ignition and fire-resistance factors, fire protection systems and equipment, defensible space and vegetation management.

4903.3 Cost. The cost of fire protection plan preparation and review shall be the responsibility of the applicant.

4903.4 Plan retention. A copy of the fire protection plan shall be retained by the property owner.

(95) California Fire Code Section Section 4905.4 is added to read:

4905.4 Setbacks for structure defensible space. Except where more restrictive requirements apply, construction, projections, openings and penetrations of exterior walls of buildings constructed on parcels within State Responsibility Areas (SRA) shall have setbacks to

the property line and/or exterior wall protection according to table 4905.4 (a) or table 4905.4 (b). This is to meet the intent of California SRA Fire Safe Regulations Sec. 1276.01.

(96) California Fire Code Section, Table 4905.4(a) and Table 4905.4(b) is added to read:

Table 4905.4 (a)
Exterior Walls, within State Responsibility Area,
without Automatic Fire Sprinkler Protection

Exterior Wall Element		Minimum Fire-Resistance Rating	Minimum Fire Separation Distance
Walls	(Fire-resistance rated)	1 hour-tested in accordance with ASTM E 119 or UL 263 with exposure <i>from both sides</i>	< 10feet
	(Not fire-resistance rated)	Comply with CRC Sec <i>R327.7</i> or <i>CBC Sec 707A</i>	≥ 10 feet
Projections	(Fire-resistance rated)	1 hour on the underside	< 10 feet
	(Not fire-resistance rated)	Comply with CRC Section <i>R327.7</i> or <i>CBC Section 707A</i> Comply with Section <i>CRC Sec R327.9</i> or <i>CBC Sec.709A</i>	10 feet
Openings in walls	Not allowed	N/A	< 10 feet
	25% maximum of wall area	Comply with Section <i>R327.8</i> or <i>CBC Sec 708A</i>	>10 feet
	Unlimited	Comply with Section <i>R327.8</i> or <i>CBC Sec 708A</i>	20 feet
Penetrations	All	Comply with Section <i>R302.4</i> or <i>CBC 714.3</i>	< 10 feet
		Comply with Section <i>R327.6</i> or <i>CBC 706A</i>	10 feet

For SI: 1 foot = 304.8 mm.

N/A = Not Applicable.

Table 4905.4 (b)
Exterior Walls, within State Responsibility Area,
with Automatic Residential Fire Sprinkler Protection

Exterior Wall Element		Minimum Fire-Resistance Rating	Minimum Fire Separation Distance
Walls	(Fire-resistance rated)	1 hour-tested in accordance with ASTM E 119 or UL 263 with exposure from both sides	< 10 feet
	(Not fire-resistance rated)	Comply with Section R327.7 or CBC Sec 707A	10 feet
Projections	(Fire-resistance rated)	1 hour on the underside	< 10 feet
	(Not fire-resistance rated)	Comply with Section R327.9 or CBC Sec.709A	10 feet
Openings in walls	Not allowed	N/A	< 10 feet
	Unlimited	Comply with Section R327.8 or CBC Sec 708A	10 feet
Penetrations	All	Comply with Section R302.4 or CBC 714.3	< 10 feet
		Comply with Section R327.6 or CBC 706A	10 feet

For SI: 1 foot = 304.8 mm.
N/A = Not Applicable.

CHAPTER 56 EXPLOSIVES AND FIREWORKS

(97)California Fire Code, Section 5608.1.2 is added to read as follows:

5608.1.2 Permit required. A permit shall be obtained from the fire code official in accordance with Section 105.6 and 13-66 of the Sonoma County Fire Safety Ordinance prior to the performance of any firework display. Application for such approval shall be made in writing no less than twenty (20) days prior to the proposed display. The application shall be considered and acted upon by the fire code official or authorized designee pursuant to this Chapter and *Title 19, Chapter 6, Article 3 - Licenses of the California Code of Regulations*. Any permit for a fireworks display may be suspended or revoked at any time by the Fire code official or authorized designee.

(98)California Fire Code, Section 5608.2 is added to read as follows:

5608.2 Limitations. Possession, storage, offer or expose for sale, sell at retail, gift or give away, use, explode, discharge, or in any manner dispose of fireworks is prohibited within the limits established by law as the limits of the districts in which such possession, storage, offer or exposure for sale, retail sale, gifting, use, explosion, discharge, or disposal of fireworks is prohibited (see Section 13-66 of Sonoma County Fire Safety Ordinance.

Exception: Firework displays authorized pursuant to section 5608.1 for which a permit has been issued.

CHAPTER 61 LP GASES

(99) California Fire Code, Section 6103.3.1 is added to read:

6103.3.1 Seismic anchoring. An approved seismic anchoring system shall be installed on all permanently installed, propane/LPG gas containers.

CHAPTER 80 REFERENCED STANDARDS

(100)California Fire Code, Chapter 80, NFPA, 13D-16 is Amended Sections as follows:

Section .NFPA 13D-16 - Standard for the installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes; as amended*... 903.3.1.3, 903.3.5.1.1

Revise Section 5.1.1.2 to read as follows:

Section 80.NFPA.13D.5.1.1.2. A supply of at least three sprinklers shall be maintained on the premises so that any sprinklers that have operated or been damaged in any way can be promptly replaced.

Add Sections 5.1.1.2.1 as follows:

Section 80.NFPA.13D.5.1.1.2.1. The sprinklers shall correspond to the types and temperature ratings of the sprinklers in the property. The stock sprinklers shall include not less than one sprinkler of all types and ratings installed.

Add Sections 5.1.1.2.2 as follows:

Section 80.NFPA.13D.5.1.1.2.2. The sprinklers shall be kept in a mounted and accessible cabinet located where the temperature to which they are subjected will at no time exceed the maximum ceiling temperatures specified in Table 5.1.1.6.1 for each of the sprinklers within the cabinet.

Add Sections 5.1.1.2.4 as follows:

Section 80.NFPA.13D.5.1.1.2.4. One sprinkler wrench as specified by the sprinkler manufacture shall be provided in the cabinet for each type of sprinkler installed to be used for the removal and installation of sprinklers in the system.

Revise Section 7.6 to read as follows:

Section 80.NFPA.13D.7.6 A local water flow alarm shall be provided on all sprinkler systems.

Add Section 8.1.3.1.2.1 to read as follows:

Section 80.NFPA.13D.8.1.2.1 Garages are permitted to be protected by residential sprinklers.

Revise Section 8.3.4 to read as follows:

Section 80.NFPA.13D.8.3.4 Sprinklers shall not be required in detached garages, open attached porches, detached carports, and similar structures unless otherwise required by the *California Building or Fire Codes*.

Add Section 8.3.5.2 to read as follows:

Section 80.NFPA.13D.8.3.5.2 At least one quick-response intermediate temperature residential sprinkler shall be installed within 5 feet and above attic access openings.

Add Section 8.3.5.2 to read as follows:

Section 80.NFPA.13D.8.3.5.2 At least one quick-response intermediate temperature residential sprinkler shall be installed above attic access openings.

Revise Section 11.2.1.1 to read as follows:

Section 80.NFPA.13D.11.2.1.1 Where a fire department pumper connection is not provided, the system shall be hydrostatically tested at not less than 200 psi without evidence of leakage.

(101)California Fire Code, Chapter 80, NFPA, 13R-16 is Amended Sections as follows:

Section 80.NFPA 13R-16 - Standard for the installation of Sprinkler Systems in Residential Occupancies up to and including Four Stories in Height, as amended*

903.3.1.2, 903.3.5.1.1, 903.3.5.1.2, 903.4

Add Section 8.3.5.2 to read as follows:

Section 80.NFPA.13R.6.6.6.1 At least one quick-response intermediate temperature residential sprinkler shall be installed within 5 feet and above attic access openings.

(102)California Fire Code, Chapter 80, NFPA, 72-16 is Amended Sections as follows:

Section 80.NFPA 72-16 – National Fire Alarm and Signaling Code, as amended*

..... 508.1.5, Table 901.6.1, 903.4.1, 904.3.5, 907.2, 907.2.6, 907.2.9.3, 907.2.11, 907.2.13.2, 907.3, 907.3.3, 907.3.4, 907.5.2.1.2, 907.5.2.2, 907.6, 907.6.1, 907.6.2, 907.6.5, 907.7, 907.7.1, 907.7.2, 907.8, 907.8.2, 907.8.5, 1101.1

Add Section 14.7 to read as follows:

Section 80.NFPA.72.14.7 Labels and Tags

Section 80.NFPA.72.14.7.1 Labels or tags shall be used on fire alarm systems and shall be placed on the outside of the fire alarm control unit.

Section 80.NFPA.72.14.7.2 Tags shall be of the hanging or self-adhesive type used on fire alarm systems.

Section 80.NFPA.72.14.7.3 The following information shall be printed on the labels and tags approved by the fire code official:

1. The words "DO NOT REMOVE BY ORDER OF THE FIRE CODE OFFICIAL"
2. Concern Name/Company Name
3. Concern Physical Address
4. Concern Phone Number
5. License Number (State of California Contractor State License Board License)
6. Date of service or testing and maintenance
7. Space or line for signature of person performing or supervising the servicing shall be placed on the tag or label

Section 80.NFPA.72.14.7.4 When service or testing and maintenance is performed, the initial date of service or testing and maintenance, the printed name and signature of the person performing or supervising the service shall be placed on the tag or label.

Section 80.NFPA.72.14.7.5 No person shall remove a tag or label from or place a tag or label on a fire alarm system except when servicing or testing and maintenance is performed.

Section 80.NFPA.72.14.7.6 No person shall deface, modify, or alter any tag or label attached to or required to be attached to any fire alarm system.

Section 80.NFPA.72.14.7.7 The Label or tag conforming to this section shall be securely attached to each fire alarm system at the time of servicing or testing and maintenance.

Section 80.NFPA.72.14.7.8 The label or tag approved by the fire code official shall be affixed to a system only after all deficiencies have been corrected.

Section 80.NFPA.72.14.7.9 Adhesive labels and tags shall be manufactured in accordance with ANSI/UL 969, Standard for Marking and Labeling Systems, 4th edition, 1995, which is hereby incorporated by reference.

APPENDIX B FIRE-FLOW REQUIREMENTS FOR BUILDINGS

(103) California Fire Code Section Appendix B, Section B101.1 is amended to read:

B101.1 Scope. The procedure for determining fire-flow requirements for buildings or portions of buildings hereafter constructed shall be in accordance with this Appendix. This Appendix does not apply to structures other than buildings. This section applies to residential and commercial developments. One- and two-family residential dwellings in unincorporated areas shall comply with Sonoma County Fire Safe Standards. Design and construction shall be in accordance with the following sections unless otherwise authorized by the fire code official in accordance with Chapter 1, Division II, Section 104.9 Alternative Materials and Methods.

(104) California Fire Code Section Appendix B, B103.3 is amended to read:

B103.3 Areas without water supply systems. For information regarding water supplies for firefighting purposes in rural and suburban areas in which adequate water supply systems do not exist, the fire code official is authorized to utilize NFPA 1142, the International Wildland-Urban Interface Code or the Sonoma County Fire Safe Standards.

APPENDIX C FIRE HYDRANT LOCATIONS AND DISTRIBUTION

(105) California Fire Code Section Appendix C, Section C101.1 is amended to read:

C101.1 Scope. In addition to the requirements of Section 507.5.1 of the *California Fire Code* fire hydrants shall be provided in accordance with this Appendix for the protection of buildings, or portions of buildings, hereafter constructed or moved into the jurisdiction. This section applies to residential and commercial developments. One- and two-family residential dwellings and buildings accessory to one- and two-family residential dwellings in rural areas may comply with the Sonoma County Fire Safe Standards. Design and construction shall be in accordance with the following sections unless otherwise authorized by the fire code official in accordance with Chapter 1, Division II, Section 104.9 Alternative Materials and Methods.

Exception: *Group B, S-2 and U occupancies having a floor area not exceeding 1,000 square feet, primarily constructed of noncombustible exterior walls with wood or steel roof framing, having a Class A roof assembly, with uses limited to the following or similar uses:*

1. *California State Parks buildings of an accessory nature (restrooms).*
2. *Safety Roadside Rest Areas (SRRAs), public restrooms.*
3. *Truck Inspection Facilities (TIF), CHP office space, and vehicle inspection bays.*
4. *Sand/salt storage buildings, storage of sand and salt.*
5. *Volunteer fire facilities, including office space and vehicle storage bays.*

(106) California Fire Code Section C103.1 is amended to read as follows:

Section C103.1 Hydrant spacing. Fire apparatus access roads and public streets providing required access to buildings in accordance with Section 503 of the California Fire code shall be provided with one or more fire hydrants, as determined by Section C102.1. Where more than one fire hydrant is required, the distance between required fire hydrants shall be approved by the fire code official.

(107) California Fire Code Section C103.2 is deleted.

(108) California Fire Code Section C103.3 is deleted.

APPENDIX D FIRE APPARATUS ACCESS ROADS

(109) California Fire Code Section Appendix D, Section D101.1 is amended to read:

D101.1 Scope. Fire apparatus access roads shall be in accordance with this Appendix as amended and all other applicable requirements of the California Fire Code. This section applies to residential and commercial developments. Design and construction shall be in accordance with the following sections unless otherwise authorized by the fire code official in accordance with 104.9 Alternative Materials and Methods.

Exception: One- and two-family residential dwellings; detached U occupancy buildings less than 1,000 square feet in area accessory to a one- or two-family dwelling; and agricultural exempt buildings less than 8,000 square feet in area may comply with the

fire apparatus access road requirements of the Sonoma County Fire Safe Standards.

(110) California Fire Code Section Appendix D, Section D102.1 is amended to read:

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds or as approved by the fire code official.

Exception: One and two-family residential dwellings; detached U occupancy buildings less than 3000 square feet in area accessory to a one or two-family dwelling; and agricultural exempt buildings less than 8,000 square feet in area may comply with the fire apparatus access road requirements of the Sonoma County Fire Safe Standards.

(111) California Fire Code Appendix D Section D103.1 is deleted.

(112) California Fire Code Appendix D Section D103.2 is amended to read as follows:

D103.2 Grade. Fire apparatus access roads shall be in accordance with the Sonoma County Fire Safe Standards or as approved by the fire code official.

(113) California Fire Code Appendix D Section D103.3 is amended to read as follows:

D103.3 Turning radius. The minimum turning radius shall be determined by Sonoma County Fire Safe Standards or as approved by the fire code official.

(114) California Fire Code Appendix D Section D103.4 is amended to read as follows:

D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45,720 mm) shall be provided with width and turnaround provisions in accordance with the Sonoma County Fire Safe Standards or as approved by the fire code official.

(115) California Fire Code Appendix D Table D103.4 is deleted.

(116) California Fire Code Appendix D Section D103.6 is amended to read as follows:

D103.6 Signs. Where required by the fire code official, fire apparatus access roads shall be marked with permanent NO PARKING-FIRE LANE signs complying with the California Vehicle Code.

(117) California Fire Code Appendix D Section D103.6.1 is deleted.

(118) California Fire Code Appendix D Section D103.6.2 is deleted.

(119) California Fire Code Appendix D Section D104.2 exception is deleted.

(120) California Fire Code Appendix D Section D106.1 is amended to read and the exception deleted as follows:

D106.1 Projects having more than 50 dwelling units. Multiple-family residential projects having more than 50 dwelling units shall be equipped throughout with two separate and approved fire apparatus access roads.

(121) California Fire Code Appendix D Section D106.2 is deleted.

(122) California Fire Code Appendix D Section D107.1 is amended to read as follows and exceptions #1 and #2 are deleted:

D107.1 One- or two-family dwelling residential developments. Developments of one- or two-family dwellings where the number of dwelling units exceeds 50 shall be provided with two separate and approved fire access roads.

(123) Article V. Chapter 13 of the Sonoma County Code is amended to read:

Article V. Fire Safe Standards

Division A. In General.

Sec. 13-21. Findings.

The Board of Supervisors makes the following findings pertaining to the conditions and requirements contained in this article:

(a) The conditions and requirements contained in this article are consistent with and in furtherance of the goals, objectives and policies of the public safety element of the general plan.

(b) The conditions and requirements contained in this article are necessary because the failure to adopt them would place residents and property within the unincorporated area of the county in a condition perilous to health or safety, or both.

(c) The conditions and requirements contained in this article are necessary to comply with the requirements of Public Resources Code section 4290 and California Code of Regulations, Title 14 Natural Resources Code, Division 1.5, Chapter 7, Subchapter 2 SRA Fire Safe Regulations.

(d) The conditions and requirements contained in this article are necessary because growth and development within the unincorporated area of the county has increased the potential for significant losses from wildland and structure fires and adversely impacted rural and wildland fire fighting resources.

(e) The conditions and requirements contained in this article are necessary because wildland fires are becoming an increasing threat to structures and loss of life, where in the past the only threat was to wildland resources.

(f) The conditions and requirements contained in this article are necessary because structure fires are escaping to the surrounding wildlands and destroying other structures as well as wildland resources.

(g) The conditions and requirements contained in this article are necessary because there are not enough firefighting resources available, even with mutual aid, to protect both wildland resources and the structures intermingled amongst such resources and it is financially infeasible to increase firefighting resources to the level necessary to provide such protection.

(h) The conditions and requirements contained in this article are necessary because they represent a cost effective alternative to increasing firefighting resources.

(i) The conditions and requirements contained in this article will ensure that all new development within the unincorporated area of the county will provide a basic level of fire protection around itself making it easier and safer for firefighters to fight wildland and structure fires.

(j) The conditions and requirements contained in this article will not totally prevent losses from wildland and structure fires, but will reduce the severity of the losses that do occur through built-in fire protection and better fire response infrastructure.

(k) The conditions and requirements contained in this article will create an opportunity for firefighters to defend a structure from a threatening wildland fire and protect the wildlands from an escaping structure fire.

(l) The conditions and requirements contained in this article will increase the safety of firefighters protecting lives, structures and wildland resources.

Sec. 13-22. Citation – Purpose.

This article shall be known and may be cited as the “Sonoma County Fire Safe Standards” or the “Fire Safe Standards.” This article is adopted for the purpose of establishing minimum fire safe standards for development within the unincorporated area of the county located in the State Responsibility Area subject to the provisions of California Code of Regulations Title 14, Division 1.5 and the Local Responsibility Area when authorized by Sonoma County Fire Code as amended when not subject to other regulated building standards. Where a development subject to the provisions of this article cannot meet a specified standard, an exception to the standard may be applied for pursuant to Section 13-23. This article is not intended to restrict or otherwise limit the authority or discretion of the County to impose additional requirements when reviewing applications for development. Nothing in this article is intended to supersede more restrictive provisions of this Code and where another provision of this Code establishes a more stringent requirement, that requirement shall control.

Sec. 13-23. Compliance with standards required— exceptions to standards.

(a) All development subject to the provisions of this article shall be constructed and maintained in compliance with the standards specified in this article. Approvals and permits for any development may be withheld or refused until adequate provision has been made to ensure such compliance.

(b) Exceptions to the standards specified in this article and mitigated practices may be allowed where the exception or mitigated practice provides the same overall practical effect as the specified standards.

(c) Application for an exception or mitigated practice shall be made in writing by an applicant for development or the applicant's authorized representative. The application shall

state the specific section or sections of this article for which an exception or mitigated practice is proposed, material facts supporting the contention of the applicant, the details of the exception or mitigated practice proposed, and a map showing the proposed location and setting of the exception or mitigated practice. The burden of proving that a proposed exception or mitigated practice is warranted shall be on the applicant.

(d) The county Fire Chief shall determine whether to grant, deny, or modify any application for an exception or mitigated practice filed in connection with the issuance of any building permit. The planning commission, board of zoning adjustments, project review and advisory committee, or design review committee shall determine whether to grant, deny, or modify any application for an exception or mitigated practice filed in connection with any development approval under their respective jurisdictions. Modification of an application for an exception or mitigated practice by the County Fire Chief, planning commission, board of zoning adjustments, project review and advisory committee, or design review committee shall be limited to the alternate fire protection measures specified in Section 13-62.

(e) Where an application for an exception or mitigated practice is denied or modified, the applicant may appeal such denial or modification. Appeal from a denial or modification by the County Fire Chief shall be made pursuant to Article III of this chapter. Appeal from a denial or modification by the planning commission, board of zoning adjustments, project review and advisory committee, or design review committee shall be made pursuant to Chapter 25 or Chapter 26 of this Code, as appropriate. In order to grant an appeal, the body hearing the appeal must find that the exception or mitigated practice proposed meets the intent of this article.

(f) A written copy of any decision granting an appeal within a State Responsibility Area shall be provided to the director of Forestry and Fire Protection within ten (10) days after the decision is final.

Sec. 13-24. Scope of coverage.

(a) Except as otherwise provided in Section 13-25, the provisions of this article shall apply to all development on all lands within the unincorporated area of the county.

(b) Except as otherwise provided in this article, all applications for development approvals shall be accompanied by plans, engineering calculations, and other data necessary to determine compliance with the provisions of this article.

(c) Except as otherwise provided in this article, compliance with the provisions of this article shall occur prior to the commencement of construction of any structure unless otherwise authorized by the County Fire Chief.

Sec. 13-25. Exemptions.

The provisions of this article shall not apply to any of the following, except to the extent provided for herein:

(a) Any building granted an agricultural exemption pursuant to Chapter 7 of this Code, provided that the building does not exceed 8,000 square feet in size and is not located in a State Responsibility Area.

(b) Any road or bridge used exclusively for access to an agricultural operation; or an agricultural exempt structure; or a Group U occupancy accessory to a one- or two-family residential dwelling, as defined in the County Building Code, that is under less than 1,000

square feet in area.

(c) Any road or bridge used exclusively for the management and harvesting of wood products.

(d) Any new building having a floor area of less than six hundred forty (640) square feet and containing an occupancy other than a detached Group U occupancy as defined in the County Building Code, except that the provisions of Divisions C and E of this article shall apply to all such buildings.

(e) Any new building accessory to a one- or two-family residential dwelling with a floor area of less than one thousand (1,000) square feet and containing a detached Group U occupancy as defined in the County Building Code, except that the provisions of Divisions C and E of this article shall apply to all such buildings.

(f) Any existing road that provides year-round unobstructed access to conventional drive vehicles, including sedans and fire engines, which was constructed and serving a legal parcel prior to January 1, 1992, except that (1) the provisions of Division C of this article shall apply to all such roads, and (2) all of the other provisions of this article shall apply to any such road if it is extended, reconstructed or improved pursuant to a development approval, but only to the portion of the road that is extended, reconstructed or improved.

(g) Any road required as a condition of any development approval granted prior to January 1, 1992, except that (1) the provisions of Division C of this article shall apply to all such roads, and (2) all of the other provisions of this article shall apply to any such road if it is extended, reconstructed or improved pursuant to a new development approval, but only to the portion of the road that is extended, reconstructed or improved.

(h) Any driveway serving a legally constructed residential building prior to January 1, 1992, except that (1) the provisions of Division C of this article shall apply to all such roads, and (2) all of the other provisions of this article shall apply to any such driveway if it is extended, reconstructed or improved pursuant to a new development approval, but only to the portion of the driveway that is extended, reconstructed or improved.

(i) Any legal or legal non-conforming building constructed prior to January 1, 1992, or any building for which a building permit was issued or an application for a building permit was accepted as complete for filing prior to January 1, 1992; except that the provisions of this article shall apply to any such building if the occupancy is changed, altered, or otherwise converted to any Group R, Division 3 occupancy as defined in the County Building Code.

(j) Any addition to an existing building adding a floor area less than six hundred forty (640) square feet including a detached Group U occupancy as defined in the County Building Code, except that the provisions of Divisions C and E of this article shall apply to all such buildings.

Sec. 13-26. Administration and enforcement – inspections.

(a) The administration and enforcement of the provisions of this article shall be the shared responsibility of the County Fire Chief and the director of Permit and Resource Management.

(b) Inspections to determine compliance with the provisions of this article shall be the responsibility of the County Fire Chief or the director of Permit and Resource Management,

as appropriate. The County Fire Chief or the director of Permit and Resource Management may authorize a local Fire Chief to conduct inspections within a local fire protection district under the direction of the County Fire Chief or the director of Permit and Resource Management. In such cases, inspection results shall be provided to the County Fire Chief or the director of Permit and Resource Management promptly after completion of the inspection.

Sec. 13-27. Distance measurements.

All distances specified or referenced in this article shall be measured horizontally unless otherwise stated.

Division B. Emergency Access.

Sec. 13-28. Intent.

This division establishes minimum emergency access requirements to provide safe access for emergency fire equipment and civilian evacuation concurrently, and to allow unobstructed traffic circulation during a wildfire emergency.

Sec. 13-29. Availability of emergency access.

All buildings shall be accessible to emergency fire equipment by a road or driveway constructed to within one hundred fifty (150) feet of any portion of an exterior wall of the first story of the building or such closer distance as the director of Permit and Resource Management deems necessary to provide adequate access for emergency fire equipment.

Sec. 13-30. Road and driveway surfaces.

All roads and driveways shall have all-weather driving surfaces. All structural sections shall be constructed so as to a minimum of 75,000 pounds or exceed the following standards:

(a) On level areas and grades of less than five percent (5%), roads and driveways shall have a gravel surface. The structural section of the road or driveway shall be at least one foot (1') of compacted Class 2 Aggregate Base.

(b) On grades of between five percent (5%) and ten percent (10%), roads and driveways shall have a double seal coat surface. The structural section of the road or driveway shall have an armor coat surface, constructed according to CalTrans Standard Specifications Section 37, Bituminous Seal Double Application, and the base portion of the road or driveway shall be at least one foot (1') of compacted Class 2 Aggregate Base.

(c) On grades of greater than ten percent (10%), roads and driveways shall have an asphalt concrete surface. The structural section of the road or driveway shall be asphalt concrete of at least two tenths of a foot (0.2') thick. The base portion of the structural section shall be at least five tenths of a foot (0.5') of compacted Class 2 Aggregate Base.

(d) In lieu of the prescriptive structural sections required by subsections (a), (b) and (c), a design of the section may be prepared by a licensed civil engineer using a soils investigation that provides soil R-value and expansion index. Alternatively, the engineer may use an R-value of 5 and waive the soil report unless a soil engineering report is required because of specific site conditions. The traffic index to be used for the design shall be not less than 3.5.

Sec. 13-31. Road and driveway grades.

(a) No road or driveway shall have a maximum grade in excess of fifteen percent (15%), without the approval of the county Fire Chief. In granting such approval, the County Fire Chief may require such additional fire protection measures under Section 13-63 as he or she deems necessary to mitigate access constraints. A road or driveway may include grades up to twenty percent (20%) for distances not exceeding three hundred feet (300') within any one thousand feet (1,000') of road or driveway unless sufficient grade reductions are provided to allow for vehicle cool down period

(b) A vertical curve shall be required for any road or driveway when the algebraic difference in grade exceeds three percent (3%) for driveways, and two percent (2%) for private roads. The length of any vertical curve shall not be less than fifty feet (50').

(c) The maximum surface cross slope shall be five percent (5%) for all surface types unless a greater cross slope is required to meet super elevation requirements. The minimum surface cross slope for all surface types shall be two percent (2%).

(d) Turnarounds shall have a maximum longitudinal slope of eight percent (8%). The longitudinal slope is defined as the slope corresponding to the long axis of a vehicle as it travels into, out of, and through a turnaround. This slope shall be maintained beginning and ending at the point of tangency of the edge of pavement curves for the turnaround. The cross slope perpendicular to the longitudinal slope shall not exceed five percent (5%).

(e) Fire apparatus cool down areas shall have a minimum width of twenty two feet wide (22'-0") thirty feet (30') long with a minimum taper of twenty-five feet (25') on each end. The length of the turnout shall be measured along the roadway or driveway centerline. cool down area shall be provided with minimum curves set in section 13-32 and shall be located on a maximum grade not exceeding five percent (5%). Cool down turnout shall not be allowed on the inside of the horizontal curves without approval of the fire code official.

Sec. 13-32. Road and driveway horizontal curves and intersections.

(a) No road or driveway shall have a horizontal inside radius of curvature of less than fifty feet (50'). If the roadway or driveway width is less than twenty-four feet (24'), then additional roadway or driveway widths shall be required as follows:

(1) Four feet (4') of additional width for curves with a horizontal inside radius of fifty feet (50') to one hundred feet (100') and a central angle greater than forty-five (45°) degrees; and

(2) Two feet (2') of additional width for curves with a horizontal inside radius of one hundred feet (100') to two hundred feet (200') and a central angle greater than forty-five (45°) degrees.

The road shall have the full width widening beginning at the point of tangency of the curve requiring the widening to the end point of tangency of that curve or subsequent curves requiring widening (if reverse curves are used). A five-to-one (5:1) taper shall be used to transition from the base width into and out of the widened width.

(b) Unless otherwise approved by the County Fire Chief, where a private road, with a throat width equal to or greater than eighteen feet (18') as measured thirty feet (30') from the edge of pavement, intersects a public road, the edge of pavement radius shall begin with a line a minimum of twelve feet (12') from and parallel to the physical centerline of the public road and a minimum radius of twenty-five feet (25') shall be provided from this point to the point of

tangency with the edge of pavement of the private road. A taper of not less than ten-to-one (10:1) shall be provided along the public road when the public road is less than twenty-four feet (24') wide.

(c) Where a private road, with a throat width measuring equal to or greater than twelve feet (12') and less than eighteen feet (18') or a driveway with a throat width equal to or greater than ten feet (10') as measured thirty feet (30') from the edge of pavement, intersects a public or private road, the edge of pavement radius shall begin with a line a minimum of twelve feet (12') from and parallel to the physical centerline of the public or private road and a minimum radius of twenty-five feet (25') shall be provided from this point to the point of tangency with the edge of pavement of the private road or driveway. A taper of not less than ten-to-one (10:1) shall be provided along the public or private road when the public or private road is less than twenty-four feet (24') wide. In lieu of a ten-to-one (10:1) taper connecting private road or driveway to private road only, a radius of forty feet (40') may be used.

(d) Where a driveway, with a throat width measuring equal to or greater than ten feet (10') and less than eighteen feet (18') as measured thirty feet (30') from the edge of pavement, intersects a private road, the edge of pavement shall be a minimum radius of forty feet (40'). Any driveway with a throat width greater than eighteen feet (18'), as measured thirty feet (30') from the edge of the pavement, that intersects a private road, shall comply with the private road/public road requirements set forth in subsection (b) of this section.

(e) Road and driveway horizontal curves and intersections may be reduced when proven by scientific method of a recognized vehicle modeling program. The method shall be performed based on the length, width, wheel base and turning radius of a standard Type 1 Fire Apparatus.

(f) Turnouts shall not be located in a horizontal curve unless additional width is provide. Width shall exceed the minimums set in subsection (a) in addition to the minimum width of the required turnout.

Sec. 13-33. Roadway and driveway structures (bridges).

(a) All roadway and driveway structures shall be designed, constructed, and maintained in accordance with applicable sections of the County Building Code, the Standard Specifications for Highway Bridges, and any administrative regulations adopted pursuant to Section 13-2, and shall have a minimum designed live-load capacity of HB-17. All roadway and driveway structures shall be constructed pursuant to a valid building permit. All roadway and driveway structures shall be inspected according to the administrative and inspection provisions of the County Building Code.

(b) All roadway and driveway structures shall have appropriate signing identifying structure capability, including weight and vertical clearance limits, installation and certification date and any one-way road or single traffic lane conditions.

(c) All roadway bridges having only one traffic lane shall be constructed to provide a minimum unobstructed width of twelve feet (12') shall provide for unobstructed visibility from one end to the other and shall have turnouts at both ends.

(d) All driveway structures shall be constructed to provide a minimum of one (1) twelve foot (12') traffic lane and an unobstructed vertical clearance of fifteen feet (15') along the entire length of the driveway structure. Any driveway structure with a minimum unobstructed width of twelve feet (12') shall not exceed sixty-five feet (65') in length.

(e) Any road or driveway structure required to have a turnaround may have either a

hammerhead/T, a stub out, or terminus bulb. All turnarounds shall have a minimum turning radius of forty feet (40'), bulbs shall be forty feet (40') from the center point of the bulb, hammerhead/T and stub out shall have entry and exit curves of no less than a forty foot (40') radius. If a hammerhead/T is used, the top of the "T" shall be a minimum of sixty feet (60') in length. If a stub is used, then the length of the turnaround shall be forty feet (40'), as measured from the roadway or driveway edge. The minimum width of either a hammerhead/T or a stub out shall be equivalent to the roadway or driveway entering the turnaround.

(f) Any road or driveway structure required to have a turnout, shall have a turnout that is a minimum of twenty two feet (22') wide, including the roadway and the turnout, and thirty feet (30') long with a minimum taper of twenty-five feet (25') on each end. The length of the turnout shall be measured along the roadway or driveway centerline.

Sec. 13-34. Two-way roads.

(a) In addition to meeting the applicable standards in the preceding sections, all two-way roads shall have a right-of-way of not less than twenty-five feet (25') and shall be constructed to provide a roadway with a minimum of two (2) ten foot (10') traffic lanes providing two-way traffic flow. When permitted in a subdivision's conditions of approval and approved by the appropriate county departments, as identified in the subdivision's conditions of approval, the subdivision may have a two-way road of not less than twelve feet (12') with two foot (2') shoulders on each side and turnouts and turnarounds. Spacing of the turnarounds and turnouts shall be as set forth in the subdivision's conditions of approval. If the subdivision's conditions of approval do not set forth spacing requirements, then turnarounds shall be at a minimum interval of one thousand three hundred and twenty feet (1,320'). Turnouts shall be a minimum of five hundred feet (500') and shall not be located on the inside of horizontal curves without approval from the fire code official.

(b) Any road or driveway structure required to have a turnaround may have either a hammerhead/T, a stub out, or terminus bulb. All turnarounds shall have a minimum turning radius of forty feet (40') bulbs shall be forty feet (40') from the center point of the bulb, hammerhead/T and stub out shall have entry and exit curves of no less than a forty foot (40') radius. If a hammerhead/T is used, the top of the "T" shall be a minimum of sixty feet (60') in length. If a stub is used, then the length of the turnaround shall be forty feet (40'), as measured from the roadway or driveway edge. The minimum width of either a hammerhead/T or a stub out shall be equivalent to the roadway or driveway entering the turnaround.

(c) Any road or driveway structure required to have a turnout shall have a turnout that is a minimum of twenty two feet (22') wide, including the roadway and the turnout and thirty feet (30') long with a minimum taper of twenty-five feet (25') on each end. The length of the turnout shall be measured along the roadway or driveway centerline.

Sec. 13-35. One-way roads.

In addition to meeting the applicable standards in the preceding sections, all one-way roads shall comply with the following requirements:

(a) All one-way roads shall have a right-of-way of not less than twenty five feet (25') and shall be constructed to provide a roadway with a minimum of one (1) twelve foot (12') traffic lane and 1 foot (1') shoulders on each side providing one-way traffic flow.

(b) All one-way roads shall connect to a two-way road at both ends, and shall provide access to an area zoned for no more than ten (10) dwelling units.

(c) All one-way roads exceeding five hundred feet (500') in length shall have a

turnout constructed at approximately the midpoint of the road. Any one-way road exceeding one thousand feet (1,000') in length shall also have turnouts constructed approximately every five hundred feet (500') along the entire length of the road.

(d) No one-way road shall exceed two thousand six hundred forty feet (2,640') in length.

(e) Any road or driveway structure required to have a turnout, shall have a turnout that is a minimum of twenty two feet (22') wide, including the roadway and the turnout and thirty feet (30') long with a minimum taper of twenty-five feet (25') on each end. The length of the turnout shall be measured along the roadway or driveway centerline.

Sec. 13-36. Dead-end roads.

In addition to meeting the applicable standards in the preceding sections, all dead-end roads shall comply with the following requirements:

(a) All dead-end roads shall have a maximum length, including any dead-end roads accessed from the original dead-end road, not exceeding the following cumulative lengths regardless of the number of parcels served:

- (1) Parcels zoned for less than one (1) acre - eight hundred feet (800');
- (2) Parcels zoned for 1 acre to 4.99 acres - one thousand three hundred twenty feet (1,320');
- (3) Parcels zoned for 5 acres to 19.99 acres - two thousand six hundred forty feet (2,640'); and
- (4) Parcels zoned for 20 acres or larger - five thousand two hundred eighty feet (5,280').

All lengths shall be measured from the edge of the roadway at the intersection that begins the dead-end road to the farthest point on the dead-end road. Where a dead-end road crosses areas of differently zoned parcels, requiring different length limits, the average size of the parcels served shall determine the maximum allowable length of the road.

(b) All dead-end roads serving parcels five (5) acres or larger shall have turnarounds constructed approximately every one thousand three hundred twenty feet (1,320') along the entire length of the road.

(c) All dead-end roads shall have a turnaround constructed at the terminus of the road. Any road or driveway structure required to have a turnaround may have either a hammerhead/T, a stub out, or terminus bulb. All turnarounds shall have a minimum turning radius of forty feet (bulbs shall be forty feet (40') from the center point of the bulb, hammerhead/T and stub out shall have entry and exit curves of no less than a forty foot (40') radius. If a hammerhead/T is used, the top-of the "T" shall be a minimum of sixty feet (60') in length. If a stub is used, then the length of the turnaround shall be forty feet (40'), as measured from the roadway or driveway edge. The minimum width of either a hammerhead/T or a stub out shall be equivalent to the roadway or driveway entering the turnaround.

Sec. 13-37. Driveways.

In addition to meeting the applicable standards in the preceding sections, all driveways shall comply with the following requirements:

(a) All driveways shall be constructed to provide a minimum of one (1) twelve foot (12') traffic lane and an unobstructed vertical clearance of fifteen feet (15') along the entire length of the driveway.

(b) All driveways exceeding one hundred fifty feet (150') in length shall have a turnout constructed at approximately the midpoint of the driveway. Any driveway exceeding eight hundred feet (800') in length shall have turnouts constructed approximately every four hundred feet (400') along the entire length of the driveway. Driveways required to have a turnout, shall have a turnout that is a minimum of twenty two feet (22') wide, including the roadway and the turnout and thirty feet (30') long with a minimum taper of twenty-five feet (25') on each end. The length of the turnout shall be measured along the roadway or driveway centerline and shall not be located on the inside of horizontal curves without approval from the fire code official.

(c) All driveways exceeding one hundred fifty feet (150') in length shall have a turnaround constructed within fifty feet (50') of the residential building served by the driveway. Any driveway longer than 1320 feet shall have additional turnarounds located at intervals no less than 1320 feet unless approved by the county Fire Chief. Parking shall not be allowed in the approved turnaround location

(d) Any road or driveway structure required to have a turnaround may have either a hammerhead/T, a stub out, or terminus bulb. All turnarounds shall have a minimum turning radius of forty feet (bulbs shall be forty feet (40') from the center point of the bulb, hammerhead/T and stub out shall have entry and exit curves of no less than a forty foot (40') radius. If a hammerhead/T is used, the top of the "T" shall be a minimum of sixty feet (60') in length. If a stub is used, then the length of the turnaround shall be forty feet (40'), as measured from the roadway or driveway edge. The minimum width of either a hammerhead/T or a stub out shall be equivalent to the roadway or driveway entering the turnaround.

Sec. 13-38. Gate entrances.

(a) All gate entrances and similar structures shall be at least two feet (2') wider than the width of the traffic lane(s) serving the gate or structure.

(b) All gates providing access from a public road to a private road or private driveway shall be located at least thirty feet (30') from the roadway and shall open to allow a vehicle to stop without obstructing traffic on the roadway.

(c) Where a gated entrance is locked, a lock box or other emergency release device approved by the County Fire Chief shall be provided for emergency access.

Division C. Signing and Building Numbering.**Sec. 13-39. Intent.**

This division establishes minimum signing and building numbering requirements to facilitate locating a fire and to avoid delays in response.

Sec. 13-40. Names of roads.

- (a) All roads serving more than two (2) parcels shall be identified by a road name.
- (b) All public roads requiring a road name shall be approved by the Board of Supervisors pursuant to procedures established by resolution or ordinance of the Board of Supervisors. Any public road having a road name may be renamed using the procedures for naming a public road.
- (c) All private roads requiring a road name shall be named by the director of Permit and Resource Management or Sonoma County Fire pursuant to procedures established by resolution or ordinance of the Board of Supervisors. Any private road having a road name may be renamed using the procedures for naming a private road.
- (d) When naming or renaming any road, the Board of Supervisors or the director of Permit and Resource Management, as the case may be, shall use the following standards:
 - (1) Road names shall not be greater than eighteen (18) characters in length, exclusive of road digits and suffixes.
 - (2) Road names shall have simple spelling and easy pronunciation.
 - (3) Road names shall be compatible with road and street names in cities and other counties where appropriate.
 - (4) Road names shall not duplicate or cause confusion with existing road names. Road names shall be deemed to be duplicates if they have different suffixes, but are otherwise the same.
 - (5) Road names that are numbers or letters shall be avoided.
 - (6) Road names that are geographically misleading shall be avoided.
 - (7) Road names that are inappropriate or offensive shall be prohibited.
 - (8) A road having a continuous alignment shall bear the same name.
 - (9) Road extensions shall bear the same name as the existing road.
 - (10) Roads or portions of roads to be connected in the future into a continuous alignment shall bear the same name.
 - (11) Roads intersecting one another, or forming a deflection angle of greater than ninety (90) degrees shall generally have different names.
 - (12) A cul-de-sac road may bear the same name as the road it intersects, provided that the suffix is court or place.
 - (13) No road shall be named such that it will intersect itself or create an intersection with a road having a duplicate name.
 - (14) Any other standards established by resolution or ordinance of the Board of Supervisors.

(15) All road names shall be approved by the area 911 coordinator and local Fire Chief within 10 days of notification.

Sec. 13-41. Size of letters, numbers and symbols for road signs.

All letters, numbers and symbols designating names on road signs shall be according to county road standards.

Sec. 13-42. Visibility and legibility of road signs.

All road signs shall be visible and legible from both directions of vehicle travel for a distance of at least one hundred feet (100'). All road signs shall indicate the road name and whether the road is public or private in each direction of vehicle travel in conformance with county road standards.

Sec. 13-43. Orientation and height of road signs.

All road signs shall have an orientation and height in conformance with county road standards.

Sec. 13-44. Placement of road signs identifying intersecting roads.

All road signs identifying intersecting roads shall be placed at the intersection of such roads.

Sec. 13-45. Signs identifying traffic access limitations.

All road signs identifying traffic access or flow limitations, including but not limited to, weight or vertical clearance limits, dead-end roads, one-way roads or single traffic lane conditions, shall be placed as follows:

- (a) At the intersection preceding the traffic access limitation; and
- (b) No more than one hundred feet (100') before such traffic access limitation.

Sec. 13-46. Addresses for buildings.

All buildings shall be identified by an address issued by the director of Permit and Resource Management. When issuing addresses, the director of Permit and Resource Management shall use the following standards:

- (a) Addresses shall be compatible with addresses in cities and other counties where appropriate.
- (b) Addresses shall be assigned to reflect the road from which the primary driveway originates.
- (c) Addresses shall be issued in sequential order and have even numbers on one side of the road and odd on the other. In general, the even numbers shall be on the north and east sides of roads and/or on the right when facing in the direction of increasing magnitude. Existing addresses for roads requiring a road name change that do not conform to the provisions of this subsection may be accepted if the sequence is in logical order and the addresses are approved by the director of Permit and Resource Management and the County Fire Chief.

(d) All buildings other than accessory buildings shall be assigned separate addresses. Individual units within residential and commercial buildings may be assigned subsidiary numbers or letters (e.g., apartment 10; suite A). Where possible individual units in multiple story buildings shall be assigned numbering sequences that identify the floor by the leading digit(s).

(e) Any other standards adopted by resolution or ordinance of the Board of Supervisors or by administrative regulation of the director of Permit and Resource Management.

Sec. 13-47. Size of letters, numbers and symbols for addresses.

(a) **Numbers for one- and two- family dwellings.** Numbers for one- and two-family dwellings shall be a minimum of four inches (4") high with a minimum stroke width of 0.5 inches (0.5"). Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign or means shall be used to identify the structure.

(b) **Numbers for other than one- and two- family dwellings.** Numbers for other than one- and two- family dwellings shall be a minimum of 12 inches (12") high with a minimum stroke width of one inch (1"). Suite numbers for other than one- and two-family dwellings shall be a minimum of six inches (6") high and 0.5 inches (0.5") stroke.

Exceptions:

1. These requirements may be modified with the approval of the fire code official.
2. Illuminated address numbers are not required for existing buildings where approved; reflective numbers are to be installed.

Sec. 13-48. Installation, location and visibility of addresses.

(a) All buildings shall have a permanently posted address, which shall be placed on building and shall be plainly visible and legible from the road on which the address is located or the primary driveway. The numbers shall contrast with their background.

(b) All buildings shall have a permanently posted address, which shall be placed at each driveway entrance and shall be visible and legible from both directions of travel along the road on which the address is located.

Exception: An approved internally lighted building address device may be used when such building address device is located on the building and the building is located within thirty feet (30' of the edge of the road on which the address is located.

(c) All address signs along one-way roads shall be visible from both the intended direction of travel and the opposite direction.

(d) Where multiple addresses are required at a single driveway, such addresses shall be mounted on a single approved post.

(e) Where a road provides access solely to a commercial building, the address sign shall be placed at the nearest road intersection providing access to the site.

Division D. Emergency Water Supply.

Sec. 13-50. Intent.

This division establishes minimum emergency water supply requirements to ensure a supply of water to attack a fire or defend property from a fire.

Sec. 13-51. Emergency water supply.

(a) All buildings shall have a permanent emergency water supply approved by the County Fire Chief, which shall be installed, maintained and available for use as follows:

(1) Except as otherwise provided in subsection (a)(3), where water is provided by a public water system, the permanent emergency water supply shall be installed and available for use prior to the completion of road construction;

(2) Except as otherwise provided in subsection (a)(3), where water is provided by a water system other than a public water system, the permanent emergency water supply shall be installed and available for use prior to the commencement of construction of any permanent structure;

(3) When authorized by the County Fire Chief, an interim emergency water supply acceptable to the County Fire Chief may be substituted for the permanent emergency water supply provided the permanent emergency water supply is installed and available for use prior to issuance of an occupancy permit or final inspection;

(4) When authorized by the County Fire Chief and local Fire Chief, the emergency water supply requirements may be waived when sufficient evidence is proven the intent to Title 14 of the Natural Resources Code, Division 1.5, Article 4 - Emergency Water Standards have been met.

(b) If the water supply to the parcel is provided by a public or community water system (urban parcel - see Definitions) the emergency water supply for residential buildings shall consist of a permanent hydrant located on the road within two hundred fifty feet (250') of the driveway or as provided in Appendix C of the California Fire Code measured from where the driveway intersects with the public or private road. Distance measurements shall be determined by hose lay along the road, not horizontal distance.

(c) If the water supply to the parcel is provided by a private water well (non-urban parcel - see Definitions) an emergency water storage of not less than two thousand five hundred (2,500) gallon capacity shall be provided. A single two-thousand five-hundred (2,500) gallon tank may serve more than one building on the same parcel, provided all hydrants are located in accordance with Section 13-52. When multiple tanks are utilized to achieve the required volume of water, the connection between the tanks shall be an approved minimum four inch (4") diameter water line.

(d) Water tanks for emergency water supply placed inside the minimum setback requirement of Section 13-55 shall be constructed of non-combustible material. A flammable vegetation clearance of not less than twenty feet (20') shall be maintained around all poly-plastic or similar water tanks.

(e) All permanent emergency water supplies for commercial buildings shall meet the requirements of the California Fire Code if the building is served by a public water system or NFPA 1142, "Standard on Water Supplies for Suburban and Rural Fire Fighting" if the building

is served by a water system other than a public water system.

Sec. 13-52. Hydrants.

(a) All buildings shall be protected by hydrants. The location, number, and type of hydrants for any building shall be as required and approved by the County Fire Chief or the director of Permit and Resource Management.

(b) All hydrants for non-urban parcels shall comply with the following requirements:

(1) Hydrant outlets shall be a minimum of eighteen inches (18") and a maximum of twenty-four inches (24") above grade, eight feet (8') from flammable vegetation, no closer than six feet (6') nor farther than twelve feet (12') from the edge of the road or driveway, and in a location where emergency fire equipment using it will not block the roadway. The hydrant serving any residential building shall be located at a turnout or turnaround, along the driveway to the building, or along the road that intersects with the driveway. The hydrant serving any residential building shall be connected to the emergency water supply by an approved minimum four inch (4") diameter water line.

(2) All hydrants shall be located between sixty feet (60') and one hundred fifty feet (150') from the residential building. The fire hydrant shall be installed so that a fire engine utilizing the hydrant may maintain a minimum distance of sixty feet (60') from the residential building. Distance measurements shall be determined by hose lay along a road or driveway, not horizontal distance.

Exceptions:

1. The distance to the hydrant, on a non-urban parcel with exclusively residential buildings on it, may exceed one hundred fifty feet (150') by one hundred fifty feet (150') for each additional five hundred (500) gallons of water storage capacity up to a maximum of two thousand five hundred and fifty feet (2,550') from the residential building as allowed by Table 13-52a.

a. All hydrants shall have at least one (1) two and one-half inch (2½") outlet with male National Hose Threads and a cap. On water systems of greater than ten thousand five hundred (10,500) gallons, there shall also be at least one (1) four and one-half inch (4½") outlet with male National Hose Threads and a four and one half inch (4½") by two and one half inch (2½") reducer with a cap.

b. All hydrants shall be a wet barrel hydrant or a draft hydrant as required by the delivery system and shall have suitable crash protection. The maximum height differential between the water source and the draft hydrant outlet shall be 10 feet (10'). Draft hydrants shall be supplied by six inch (6") minimum pipe size, and be equipped with a four and one-half inch (4½") National Hose male thread fitting with a cap.

c. Crash protection shall be per California Fire Code, Chapter Three, Section 312.

2. A public fire hydrant can be used for the emergency water supply as allowed by Table 13-52b, for non-urban parcels with exclusively residential buildings on them.

Table 13-52a¹
Distance to hydrants based on volume of storage
Distance is from structure to hydrant
Gallons of Storage/Distance to Hydrant

2,500/150'	7,000/1,500'
3,000/300'	7,500/1,650'
3,500/450'	8,000/1,800'
4,000/600'	8,500/1,950'
4,500/750'	9,000/2,100'
5,000/900'	9,500/2,250'
5,500/1,050'	10,000/2,400'
6,000/1,200'	10,500/2,550'
6,500/1,350'	

Note:

¹This table applies only to parcels that have exclusively residential buildings on them.

Table 13-52b⁽¹⁾
Exception to hydrant distance⁽²⁾

Distance is measured from driveway entrance to the public hydrant

Road Distance	Flow Rate	Minimum Residual Pressure
1 Mile	500 GPM	20 PSI
1.5 Miles ⁽³⁾	1,000 GPM	20 PSI
1.75 Miles ⁽³⁾	1,500 GPM	20 PSI
2 Miles ⁽³⁾	2,000 GPM	20 PSI
3 Miles ⁽³⁾	2,500 GPM	20 PSI

Notes:

⁽¹⁾This table applies only to parcels that have exclusively residential buildings on them.

⁽²⁾Distances within these ranges can be prorated based on volume of flow available.

⁽³⁾ This Distance can be used when a letter is on file from the local Fire Chief and the department has a minimum of one 500 gpm water tender in inventory

Sec. 13-53. Signing of water sources.

Each hydrant or access to water for any residential or commercial building shall be identified as follows:

(a) If located along a driveway, a reflective blue marker, with a minimum dimension of three inches (3"), shall be located on the driveway address sign and mounted on a fire retardant post; or

(b) If located along a road either of the following is acceptable:

(1) A reflective blue marker, with a minimum dimension of three inches (3"), shall be mounted on a fire retardant post. The sign post shall be within three feet (3') of the hydrant, with the sign no less than three feet (3') nor greater than five feet (5') above ground, aimed toward headlights, in a horizontal position and visible from the driveway, or

(2) As specified in the State Fire Marshal's Guidelines for Fire Hydrant Markings Along State Highways and Freeways, May 1988.

Division E. Fuel Modification.

Sec. 13-54. Intent.

This division establishes minimum fuel modification requirements to reduce the possibility and intensity of a wildfire, to provide increased safety for emergency fire equipment, personnel and evacuating civilians, and to provide a point of attack against or defense from a wildfire.

Sec. 13-55. Setback for building defensible space.

(a) On parcels less than one (1) acre, all buildings shall have a setback from any property line or the centerline of any road of not less than the applicable minimum setbacks specified in Chapter 26 of the County Building Code.

(b) On parcels one (1) acre or larger located in the State Responsibility Area, all new buildings and accessory buildings shall have setbacks to the property line and/or exterior wall protection according to Table 13-55(a) and Table 13-55(b).

Table 13-55 (a)
Exterior walls, within State Responsibility Area,
without automatic fire sprinkler protection

Exterior Wall Element		Minimum Fire-Resistance Rating	Minimum Fire Separation Distance
Walls	(Fire-resistance rated)	1 hour-tested in accordance with ASTM E 119 or UL 263 with exposure from both sides	< 10feet
	(Not fire-resistance rated)	Comply with CRC Sec R327.7 or CBC Sec 707A	≥ 10 feet
Projections	(Fire-resistance rated)	1 hour on the underside	< 10 feet
	(Not fire-resistance rated)	Comply with CRC Section R327.7 or CBC Section 707A Comply with Section CRC Sec R327.9 or CBC Sec.709A	10 feet
Openings in walls	Not allowed	N/A	< 10 feet
	25% maximum of wall area	Comply with Section R327.8 or CBC Sec 708A	>10 feet

Exterior Wall Element		Minimum Fire-Resistance Rating	Minimum Fire Separation Distance
	Unlimited	Comply with Section R327.8 or CBC Sec 708A	20 feet
Penetrations	All	Comply with Section R302.4 or CBC 714.3	< 10 feet
		Comply with Section R327.6 or CBC 706A	10 feet

For SI: 1 foot = 304.8 mm.

N/A = Not Applicable.

Table 4905.4 (B)
Exterior Walls, Within State Responsibility Area,
With Automatic Fire Sprinkler Protection

Exterior Wall Element		Minimum Fire-Resistance Rating	Minimum Fire Separation Distance
Walls	(Fire-resistance rated)	1 hour-tested in accordance with ASTM E 119 or UL 263 with exposure from both sides	< 10 feet
	(Not fire-resistance rated)	Comply with Section R327.7 or CBC Sec 707A	10 feet
Projections	(Fire-resistance rated)	1 hour on the underside	< 10 feet
	(Not fire-resistance rated)	Comply with Section R327.9 or CBC Sec.709A	10 feet
Openings in walls	Not allowed	N/A	< 10 feet
	Unlimited	Comply with Section R327.8 or CBC Sec 708A	10 feet
Penetrations	All	Comply with Section R302.4 or CBC 714.3	< 10 feet
		Comply with Section R327.6 or CBC 706A	10 feet

For SI: 1 foot = 304.8 mm.

N/A = Not Applicable.

Sec. 13-56. Flammable vegetation clearance areas for roads and driveways.

All roads and driveways shall have a flammable vegetation clearance area on each side of the road or driveway of not less than ten feet (10') unless otherwise authorized by the director of Permit and Resource Management.

Sec. 13-57. Setbacks for planted vegetation from electric power lines – installation of new power lines.

All electric utility companies shall make every reasonable effort to select routes and types of conductors that minimize the risk of fire when installing new overhead electric utilities.

Sec. 13-58. Disposal of flammable vegetation and fuels.

All disposal, including chipping, burying, burning or removal to a landfill site, of flammable vegetation and fuels caused by site development and construction, road and driveway construction, or fuel modification shall be completed prior to completion of road or driveway construction, or foundation inspection for a building permit, whichever occurs first.

Sec. 13-59. Greenbelts.

Any development which designates a facility or land use as a greenbelt shall locate the greenbelt strategically, as a separation between wildland fuels and buildings. The director of Permit and Resource Management shall approve the location of any greenbelt.

Sec. 13-59.5. Defensible Space.

(a) A Fire Protection Plan shall be required for any new residential or commercial building within a State Responsibility Area (SRA) located in a Very High Severity Zone. The plan shall be prepared by a qualified professional and shall be approved by the County Fire Chief. The plan shall include, at a minimum, defensible space zones, identification of vegetation types, replacement of non-native flammable vegetation with approved fire-resistive vegetation, and a maintenance program for all vegetation. When required by the Code official, the property owner shall record a covenant, in a form satisfactory to County Counsel, which ensures that the approved plan will be implemented and maintained.

(b) The fire protection plan shall be based upon a site-specific wildfire risk assessment that includes considerations of location, topography, aspect, flammable vegetation, climatic conditions and fire history. The plan shall address water supply, access, building ignition and fire-resistance factors, fire protection systems and equipment, defensible space and vegetation management.

(c) A copy of the fire protection plan shall be retained by the property owner.

(d) The cost of fire protection plan preparation and review shall be the responsibility of the applicant. All existing buildings shall meet the requirements of Public Resources Code (PRC 4291) for defensible space.

(e) All existing buildings shall meet the requirements of the California Fire Code, Chapter 49, Section 4906 and 4907.

Sec. 13-60. Roofing.

All structures regulated by the County Building Code shall have roof coverings that comply with the requirements of Chapter 7 of this Code.

Division F. Other Fire Protection Measures.

Sec. 13-61. Intent.

This division establishes alternate fire protection measures for use in place of standards specified in this article which cannot be met and additional fire protection measures to mitigate parcel specific fire protection problems.

Sec. 13-62. Alternate fire protection measures.

When authorized, pursuant to Section 13-23, any of the following alternate fire protection measures may be used as exceptions to the standards specified in this article or as mitigated practices:

- a) Increased emergency water supply requirements;
- b) Installation of a sprinkler system that meets the requirements of the National Fire Protection Association and includes protection of eaves where not required by code;
- c) Increased flammable vegetation clearance areas for buildings;
- d) Increased flammable vegetation clearance areas for roads and driveways;
- e) Use of fire-resistive vegetation;
- f) Installation of fire-resistive exterior siding;
- g) Use of fire-resistive deck and eave construction;
- h) Construction of additional turnouts and turnarounds;
- i) Creation of areas of safe refuge;
- j) Installation of a centrally monitored fire alarm system;
- k) Provision of a secondary means of ingress and egress to the parcel.
- l) Increased width and surface for emergency vehicle access.

Sec. 13-63. Additional fire protection measures.

When the County Fire Chief determines that access constraints, hazard severity or topography and terrain adversely affect the ability of emergency fire equipment and personnel to respond to an emergency on a parcel, the County Fire Chief may require additional fire protection measures as follows:

(a) Where conditions delay, limit or prohibit access by emergency fire equipment and personnel to a parcel, the County Fire Chief may require any of the following fire protection measures in addition to the other standards specified in this article:

- (1) Increased emergency water supply;
- (2) Installation of an automatic sprinkler system that meets the requirements of the National Fire Codes and local regulations where not required by code;
- (3) Increased flammable vegetation clearance areas for buildings;
- (4) Use of fire-resistive vegetation;

- (5) Use of fire-resistive deck and eave construction;
- (6) Installation of fire-resistive exterior siding;
- (7) Installation of a centrally monitored fire alarm system;
- (8) Creation of areas of safe refuge;
- (9) Vegetation management plan.

(b) Where a parcel is located within a very high fire hazard severity zone as defined by the California Department of Forestry and Fire Protection, the County Fire Chief may require any of the following fire protection measures in addition to the other standards specified in this article:

- (1) Any of the fire protection measures specified in subsection (a);
- (2) Construction of additional turnouts and turnarounds;
- (3) Provision of a secondary means of ingress and egress to the parcel;
- (4) Vegetation management plan.

(c) Where features of topography or terrain create conditions on a parcel which the County Fire Chief determines warrant additional fire protection measures, the County Fire Chief may consider the parcel to be an area of high or very high fire hazard severity and require any of the fire protection measures specified in subsection (b) in addition to the other standards specified in this article.

Article VI. Fireworks.

Sec. 13-66. Sale, use or discharge of fireworks prohibited--Exception.

(a) Except for public displays of fireworks authorized pursuant to this section, it is unlawful for any person to possess, store, offer or expose for sale, sell at retail, give away or in any manner dispose of any fireworks, or to use, explode, or otherwise discharge any fireworks within the unincorporated area of the county.

(b) Any person or group desiring to perform a public display of fireworks within the unincorporated area of the county shall first make written application for a permit to the local Fire Chief, if the display is to be held within a local fire protection district, or the County Fire Chief, if the display is to be held within a portion of the unincorporated area of the county not in a local fire protection district. Application for a permit shall be made in writing at least twenty (20) days prior to the proposed display. The application shall be considered and acted upon by the local Fire Chief or County Fire Chief, as appropriate, pursuant to Title 19 of the California Code of Regulations. Any permit for a public display of fireworks may be suspended or revoked at any time by the local Fire Chief or the County Fire Chief, as appropriate. (Ord. No. 5373 § 2, 2002; Ord. No. 4905 § 1, 1995.)

Article VII. Open Burning.

Sec. 13-71. Burning permits required.

It is unlawful for any person to undertake or authorize the undertaking of any open burning within the unincorporated area of the county at any time between May 1st and the date the director of Forestry and Fire Protection declares, by proclamation, that the hazardous fire conditions have abated for that year or at any other time when the director of Forestry and Fire Protection has declared, by proclamation, that unusual fire hazard conditions exist within the region wherein the County is located without first obtaining a written burning permit as follows:

(a) Within those portions of the unincorporated area of the county in a fire protection district, burning permits shall be obtained from the fire protection district.

(b) Within those portions of the unincorporated area of the county in a State Responsibility Area, burning permits shall be obtained from the California Department of Forestry and Fire Protection or, if the location of the open burning is also in a fire protection district and the district is authorized by the California Department of Forestry and Fire Protection to issue such permits, from the fire protection district.

(c) Within those portions of the unincorporated area of the county not in a fire protection district or State Responsibility Area, burning permits shall be obtained from the Northern Sonoma County Air Pollution Control District, the Bay Area Air Quality Management District, or the California Department of Forestry and Fire Protection.

(d) If the County Fire Chief determines that conditions of high fire hazard exist within any or all of the unincorporated area of the county, the County Fire Chief may suspend the issuance of any burning permit authorized by this section or stay the effect of any such permit already issued or both for such period as the County Fire Chief deems necessary, not to exceed one hundred fifty (150) days. The County Fire Chief shall notify the Board of Supervisors of any such suspension or stay by memorandum within twenty-four (24) hours following its commencement. (Ord. No. 5373 § 2, 2002; Ord. No. 4905 § 1, 1995.)

Sec. 13-72. Hours and days for burning.

All burning permits issued pursuant to this article shall restrict open burning to the hours and days specified by the air pollution control district having jurisdiction. (Ord. No. 5373 § 2, 2002; Ord. No. 4905 § 1, 1995.)

Sec. 13-73. Burning of land of another.

No burning permit shall be issued pursuant to this article for open burning by the applicant upon land owned by another person unless the applicant has the written consent of the owner, lessee or other person in charge or control of the land on which the open burning is to be done. (Ord. No. 5373 § 2, 2002; Ord. No. 4905 § 1, 1995.)

Sec. 13-74. Effect of article on fire protection districts and state responsibilities.

Nothing in this article shall be construed as preventing any fire protection district within the county from adopting an ordinance or ordinances regulating burning containing more restrictive regulations, nor shall anything herein be construed as limiting or releasing the state or the California Department of Forestry and Fire Protection of any responsibility for fire prevention and suppression under the laws of this state. (Ord. No. 5373 § 2, 2002; Ord. No. 4905 § 1, 1995.)

Sec. 13-75. Effect of issuance of permit.

The issuance of any burning permit pursuant to this article shall not be deemed to be a

Article X. Chapter 13 of the Sonoma County Code is amended to read:

Article X. Violations.

Sec. 13-91. Violation--Penalty.

Any person who violates or fails to comply with any provision of the California Fire Code, the California Fire Code Standards, or the National Fire Codes, as adopted, or this chapter, or who violates or fails to comply with any order or regulation made thereunder, or who acts in violation of any detailed statement of specifications or plans submitted and approved thereunder, or who violates any provisions of a certificate or permit issued thereunder, is guilty of a misdemeanor, punishable as provided by law. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified in any citation or notice of violation, each day or portion thereof that prohibited conditions are maintained shall constitute a separate offense. The application of the provisions of this section shall not be held to prevent the enforced removal of prohibited conditions. (Ord. No. 5373 § 2, 2002: Ord. No. 4905 § 1, 1995.)

SECTION II. Pursuant to Health and Safety Code, Section 13143.5 and 17958.7, the Board of Supervisors expressly finds that this ordinance and the changes or modifications made herein to the 2016 California Fire Code, including the adoption of fire protection sprinkler and fire alarm standards, are reasonably necessary because of local climatic, geological, and topographical conditions. The Board of Supervisors further finds in connection therewith as follows:

1. Sonoma County has climatic conditions which are unique in character. The county is subject to year-round coastal winds. Average yearly rainfall for the county is approximately 30 inches. This rainfall generally occurs from October to April. During the summer months (July, August, September), the prevalent Pacific High Cell creates early morning fog, which assists the natural vegetation in growth. During the summer months, dry winds and vegetation mix to create a hazardous fuel condition. This condition causes grassland and brush land fires each year. While normal temperatures do not exceed 85-90 degrees Fahrenheit (85-90° F) during the summer months, temperatures can climb to higher than 110 degrees Fahrenheit (110° F) in parts of the county. Afternoon winds can move a fire quickly in any part of the county, particularly during times of high temperatures and low humidity.

Drought conditions occur periodically in the County and when they occur they often last for several years. When drought conditions occur, they result in reduced available water. Groundwater as well as surface supplies are affected. When drought conditions occur, they create a situation where lowered water tables, water contamination, and increased demand on water systems due to population growth all negatively impact water availability for fire protection. These impacts degrade the quality of fixed fire protection as well as fire suppression activities.

2. Sonoma County has geological and geographic characteristics which have scenic appeal for residents and visitors alike. The County is situated in a primarily rural setting with rugged coastline forming its western boundary, rugged mountainous areas forming its northern and eastern boundaries, and forested areas and grasslands making up much of the county. These features establish the roadways and building sites in the county as well as create barriers to accessibility for emergency fire equipment and personnel.

The forested areas in the County create windbreaks from oncoming winds, but also produce fuel through the annual fall needles and leaves which drop to the ground along

with decayed trees and branches which contribute to the fuel load. The dry vegetation and low water availability create a terrain which causes access problems and other problems for emergency fire equipment and personnel.

The grassland areas in the County have easily ignitable fuels which are subject to high winds. A southern exposure and unbroken fuel create a potential for major conflagrations.

The County has potentially active seismic hazards within its boundaries (the San Andreas Fault and several other fault traces have been identified within the county). Large portions of the county are within the Alquist-Priolo Special Studies Zones. While systems have been developed to study and monitor the activity of earthquakes, science has not yet been able to predict (with reliability) the potential for activity on active faults. Seismic activity within the county occurs yearly with little or no damage although the very real potential for damage exists with the active faults within the county. While new construction may be limited by their respective distances to faults, existing structures and replacement of these structures present a serious problem.

The mixture of developed and undeveloped areas within the county creates hazardous conditions when a storm of gale force winds causes trees to fall onto roadways used for access by emergency fire equipment and personnel. In addition, flooding occurs in certain areas of the county during heavy winter storms limiting or eliminating access for emergency fire equipment and personnel.

Landslides have been experienced in various areas of the county. While stabilization can sometimes be provided, heavy winter storms cause failures. These failures have closed roadways within the county making access for emergency fire equipment and personnel impossible until properly cleared.

3. Sonoma County has topographical conditions which are closely associated with the geological and geographic characteristics noted above. The topographical conditions are the result of the design and construction of development within the county based on elevation changes in the county as well as the hills, canyons, lakes and streams which exist in the county.

The sources of water within the County are directly affected by its topographical layout. The water sources consist of on-site water storage tanks, lakes, pools, wells, mutual water systems, and the Sonoma County Water Agency distribution network. Water supplies within the county vary from less than ten (10) gallons per minute to flows in excess of four thousand (4,000) gallons per minute. This wide variation causes major problems to development as well as fire suppression forces.

The roadway system through most of the county is designed around the topographical lay of the land and consists in many cases of narrow, winding roads, steep grades, and overhanging tree branches. The grades on roadway surfaces sometimes exceed 25% and widths of less than twelve feet (12') are not uncommon.

The topographical conditions also make construction more restricted to the level and semi-level portions of the county, with high concentrations of building within these areas. The exposure created by these structures poses a significant problem. For practical and cost reasons, these structures are built of wood (Type V) construction. The potential of conflagration exists with the high buildout of certain areas in the county. The concentrated commercial, industrial, and residential occupancies in these areas cause concern when considering the "exposure" of building-to-building and building-to-grassland areas of the county.

The topographical nature of the county also lends itself to power failures caused when fallen trees and limbs tear out sections of electrical transmission lines which run throughout the County. These power failures cause electrical pumps to become inactive and, thus, water supplies are interrupted. Vehicular accidents also have been known to interrupt this pumping operation. Due to the narrow roads which are congested with residents and visitors alike, this situation occurs more than could be normally expected.

4. The preceding findings identify the local climatic, geological, and topographical conditions which the Board has considered in adopting this ordinance. The Board finds that these conditions make the modifications or changes to the requirements published in the California Building Standards Code contained herein reasonably necessary. This Board further finds that it has amended the 2016 California Fire Code to assist in mitigating such conditions.

SECTION III. Except as added, revised, amended or deleted herein, the remaining provisions of Chapter 13 as previously adopted shall remain in full force and effect.

SECTION IV. The District Fire Chief is directed to file a copy of this Ordinance with the State Fire Marshal and California Building Standards Commission of the State of California.

SECTION V. The provisions of this Code shall not be construed as imposing upon the Fire Protection District any liability or responsibility for damages to persons or property resulting from defective work, nor shall the Fire Protection District, or any official, employee or agent thereof, be held as assuming any such liability or responsibility by reason of the review or inspection authorized by the provisions of this Code of any permits or certifications issued under this Code.

SECTION VI. The Board of Directors finds and determines that this ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the State CEQA Guidelines as it can be seen with certainty that there is no possibility that this ordinance may have a significant effect on the environment. This finding and determination is based on the environmental determination of the Permit and Resource Management Department for this ordinance. The director of Permit and Resource Management Department is directed to file a notice of exemption in accordance with CEQA and the State CEQA Guidelines.

SECTION VII. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Directors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION VIII. This ordinance shall be and the same is hereby declared to be in full force and effect on October 5, 2017. The ordinance shall be published once before the expiration of fifteen (15) days after its passage, with the names of the Directors voting for or against the same, in a newspaper of general circulation published and circulated in the County of Sonoma.

Motion moved by _____ to adopt the resolution as amended and seconded by _____.

Motion Carried: Aye ____ No ____ Abstain ____ Absent ____

Roll Call Vote:

Mr. Kruljac –
Mr. Pettersen –
Mr. Stober –
Mr. Loveless –
Mr. Finn -

WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and
SO, ORDERED.



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 11
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: April 3, 2018

Vote Requirement: Majority

Department or Agency Name(s): Department of Health Services

Staff Name and Phone Number:

Barbie Robinson, 565-7876

Supervisorial District(s):

Title: Sonoma Complex Fires Disaster Response and Recovery Services Agreement Amendment

Recommended Actions:

Authorize the Director of Health Services to execute the third amendment to an agreement with California Association of Environmental Health Administrators to provide disaster response and recovery services related to the Sonoma Complex Fires, increasing the amount by \$450,000, resulting in a new total not-to-exceed amount of \$950,000 through June 30, 2018.

Executive Summary:

The Department of Health Services' Environmental Health and Safety Section is responsible for providing environmental health oversight and technical assistance for debris removal efforts related to the Sonoma Complex Fires. The Environmental Health and Safety Section also manages the Debris Removal Right-of-Entry Processing Center and is responsible for tracking right-of-entry and cleanup process documentation. To address the workload associated with the Sonoma Complex Fires and to ensure that adequate resources with the required skills and credentials are available, the Department of Health Services requests approval to amend an existing agreement with California Association of Environmental Health Administrators, increasing the agreement funding amount to \$950,000.

Discussion:

In response to the recent Tubbs, Nuns, and Pocket fires, which destroyed approximately 5,130 homes in Sonoma County, the Sonoma County Consolidated Fire Debris Removal Program was established to ensure the safe and timely cleanup of affected properties so that homeowners can begin the process of rebuilding. The Program includes two phases: removal of household hazardous waste and removal of other fire-related debris. Phase I involved efforts by the United States Environmental Protection Agency to inspect properties and remove any household hazardous wastes that posed a threat to human health, animals, or the environment such as batteries, asbestos siding, and paints. In Phase II, the Governor's Office of Emergency Services, the Federal Emergency Management Agency, and local officials are coordinating with the U.S. Army Corps of Engineers to conduct fire-related debris removal from the properties of all homeowners electing to participate in the Debris Removal Program.

To participate in the Program’s optional Phase II, homeowners were required to complete appropriate right-of-entry paperwork. Seeing participation in the Program as the fastest, easiest, and most economical way to clear their lots and prepare to rebuild, in excess of 85 percent of Sonoma County homeowners elected to participate. November 13, 2017 was established as the deadline to submit paperwork necessary to participate in the Program, with late right-of-entry form submissions considered on a case-by-case basis for inclusion in the Program. Homeowners living in the unincorporated areas of the County who elect to have a private contractor perform their cleanup were given until November 22nd to submit an opt-out form with the County.

The Department of Health Services’ Environmental Health and Safety Section is responsible for providing environmental health oversight and technical assistance for debris removal efforts related to the Sonoma Complex Fires. In addition, the Environmental Health and Safety Section manages the Debris Removal Right-of-Entry Processing Center and is responsible for tracking right-of-entry and cleanup process documentation. To address the workload associated with the Sonoma Complex Fires and to ensure that adequate resources with the required skills and credentials are available, the Department entered into an agreement with the California Association of Environmental Health Administrators. The California Association of Environmental Health Administrators is a legal entity representing and providing the professional services of environmental health professionals. The original agreement, under which services began in late October, had a not-to-exceed amount of \$150,000. An amendment adding \$350,000 was approved by the Board on December 12, 2017. A second amendment, not requiring additional Board authorization, was executed in January to update the names of personnel providing services under the agreement.

The projected date for completion of debris removal in Sonoma County is currently May 31, 2018. On a daily basis, California Association of Environmental Health Administrators staff process private debris removal applications, review completion reports to ensure cleanup criteria are met, handle complaints, investigate field complaints/concerns, and answer questions from the public. On an average day, the Environmental Health and Safety Section receives approximately 50 calls/complaints/inquiries from the public. Field investigations may be performed as well as application review/processing as necessary. As a result of the extension of time provided for the Army Corps of Engineers to complete the debris removal process, it is anticipated that Environmental Health and Safety Section efforts will continue through May.

The Department of Health Services is requesting approval to execute a third amendment to the agreement to increase funding by \$450,000, for a new not-to-exceed amount of \$950,000. Previous funding of \$500,000 was sufficient for the provision of services through January 2018, the expected completion date of the debris removal process. The debris removal process has taken longer than anticipated and additional funding is needed for continuation of services. The additional funding will allow the Registered Environmental Health Specialist directors currently providing services to continue efforts through the remainder of the debris removal process. The Sonoma County Purchasing Agent has approved a sole source waiver for this agreement, including the additional funding for which approval is being requested, based on the unique qualifications of the Registered Environmental Health Specialists accessible through California Association of Environmental Health Administrators.

Prior Board Actions:

On December 12, 2017 the Board of Supervisors authorized the execution of the first amendment to an agreement with California Association of environmental Health Administrators to provide disaster

response and recovery services in support of the Sonoma Complex Fires, increasing the amount by \$350,000, resulting in a new total not-to-exceed amount of \$500,000 through June 30, 2018.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

Contracting for the needed services ensures that adequate resources with the required skills and credentials are available to quickly and efficiently operate the Fire Debris Removal Program and serves to ensure the safe and timely cleanup of affected properties so that homeowners can begin the process of rebuilding.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	500,000		
Additional Appropriation Requested	450,000		
Total Expenditures	950,000	0	0

Funding Sources

General Fund/WA GF			
State/Federal	950,000	0	0
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	950,000	0	0

Narrative Explanation of Fiscal Impacts:

Funding for this agreement amendment with California Association of Environmental Health Administrators will be determined through the Federal Emergency Management Agency Federal reimbursement process. Department of Health Services resources will be utilized until reimbursement is received. The proposed amendment increases FY 17-18 funding by \$450,000, resulting in a new FY 17-18 total contract amount of \$950,000.

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:
Third amendment to agreement with California Association of Environmental Health Administrators
Related Items "On File" with the Clerk of the Board:
None

**MODIFICATION NUMBER THREE OF
AGREEMENT FOR SERVICES BETWEEN
COUNTY OF SONOMA AND
CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS**

On December 6, 2017, the County of Sonoma, a political subdivision of the State of California, (hereinafter referred to as "County") and California Association of Environmental Health Administrators (hereinafter referred to as "Contractor") entered into a services agreement, modified by the parties effective December 19, 2017 as Modification No. 1 and modified by the parties effective January 11, 2018 as Modification No. 2 (hereinafter referred to as "Agreement").

Pursuant to Section 13.7 (Merger) of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. Section 2.2 (Maximum Payment Obligation) is hereby revised to read as follows:

2.2. Maximum Payment Obligation

In no event shall County be obligated to pay Contractor more than the total sum of \$950,000 under the terms and conditions of this Agreement.

2. Section 2.7.1 (Required Information) is hereby revised to read as follows:

2.7.1. Required Information

As a pass-through entity, County is required to provide certain information regarding federal award(s) to Contractor as a subrecipient. In signing this Agreement, Contractor acknowledges receipt of the following information regarding federal award(s) that will be used to pay this Agreement:

- a. CFDA Number: 97.036
- b. CFDA Title: Disaster Grants - Public Assistance
- c. Federal Agency: Department of Homeland Security Federal Emergency Management Agency
- d. Award Name: N/A
- e. Federal Award(s) Amount: \$950,000

Except as expressly modified herein, all terms and conditions of Agreement shall remain in full force and effect.

§ The remainder of this page has intentionally been left blank. §

IN WITNESS WHEREOF, the parties have caused this modification to be duly executed by their authorized representatives this _____ day of _____, 2018.

CONTRACTOR:

Terri Williams, President
or Larry Fay, President-Elect
California Association of Environmental Health Administrators

Dated

COUNTY OF SONOMA:
Certificate of Insurance on File with County:

Barbie Robinson, Director
Department of Health Services

Dated

Approved as to Substance:

Division Director or Designee

Dated

Approved as to Form:

Sonoma County Counsel

Dated



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 12
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: April 3, 2018

Vote Requirement: 4/5

Department or Agency Name(s): Permit and Resource Management Department

Staff Name and Phone Number:

Rosalind Girard

Supervisorial District(s):

Fourth

Title: An Ordinance No. 3836R Permit and Permit Extensions to Jackson Family Wines, Inc.;
ROI18-0001

Recommended Actions:

Adopt a resolution issuing a roiling permit (Ordinance No. 3836R) and necessary permit extensions to Jackson Family Wines, Inc. for the Yellowjacket Creek Fish Passage Improvement Project located east of the former, historic town of Kellogg off of Highway 128.

Executive Summary:

Sonoma County requires that an application for a roiling permit be filed with the Board of Supervisors prior to work or operations in a river, stream, or channel which may decrease the clarity of jurisdictional waterways. This requirement is to help ensure water quality and environmental protection. The recommended resolution will issue a roiling permit to Jackson Family Wines, Inc. for the Yellowjacket Creek Fish Passage Improvement Project to reconnect access to 1.9 miles of high quality spawning and rearing habitat upstream for salmonids.

Discussion:

The primary purpose of the project is to remediate an existing water diversion weir, which creates a barrier to adult and juvenile anadromous salmonid migration—coho salmon and steelhead trout—in Yellowjacket Creek. The diversion weir and associated concrete apron has been in place for more than 100 years and was originally constructed by the former owners of the Kellogg Ranch prior to 1914.

Section VIII of Ordinance No. 3836R requires that an application for a permit be filed with the Board of Supervisors prior to the performance of certain prescribed work or operations in a river, stream, or channel which may decrease the clarity of these waterways.

Concurrent Resolution No. 88-1220 of the Board of Supervisors requires that applications for permits describe the work or operations to be done, the purpose of the work or operations, the manner in which the work or operations will be carried out, and the time within which the work or operations will be

completed. Pursuant to the Resolution, applications must be accompanied by a copy of the agreement required by Section 1601 et seq. of the California Fish and Wildlife Code and water discharge permits applicable to the work or operations, if any, pursuant to the Porter-Cologne Water Quality Control Act. Applications by public agencies must also be accompanied by evidence of compliance with the California Environmental Quality Act. As of 27 September 2017, all environmental agency permits and authorizations have been obtained and submitted.

The applicant proposes to restore salmonid passage at the existing concrete diversion weir and spillway apron structure to restore access to 1.9 miles of high quality spawning and rearing habitat upstream of the barrier for anadromous salmonid. The project will remove the barrier by constructing a series of boulder step-pool structures (composed of small pools between boulder steps). Project includes fish removal and exclusion done in consultation with staff from California Department of Fish and Wildlife (CDFW) and the NOAA-National Marine Fisheries Service (NMFS) fisheries biologist, as well as a consulting-fisheries biologist for the applicant. If necessary, stream flow will be diverted around the construction area with a small dam and a pump. The construction within the channel is proposed for 2019, but the subject roiling permit is necessary as part of the tree removal in preparation of the construction. The tree removal will commence 15 June 2018 and continue through 31 October 2018. Five 30-day extensions may be required.

The 3836R permit and 30-day extensions require a 4/5 approval vote by the Board according to the requirements of the 1988 ballot measure creating the 3836R Ordinance.

Prior Board Actions:

None

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The project will restore access for anadromous salmonids to high quality spawning and rearing habitat upstream of the concrete diversion barrier located on Yellowjacket Creek.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
<ul style="list-style-type: none"> A) Draft Board of Supervisors Resolution B) Application C) Map 			
Related Items "On File" with the Clerk of the Board:			
Application Packet			



County of Sonoma
State of California

Attachment A

Date: April 3, 2018

Item Number: _____
Resolution Number: _____



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Issuing
A Permit Pursuant To Section VIII Of Ordinance No. 3836R Of The County Of Sonoma To
Jackson Family Wines, Inc. For The Yellowjacket Creek Fish Passage Improvement Project
Located East Of The Former, Historic Town Of Kellogg Off Of Highway 128**

Whereas, Section VIII of Ordinance No. 3836R requires that an application for a permit be filed with the Board of Supervisors prior to the performance of certain prescribed work or operations in a river, stream, or channel which may decrease the clarity of a river or stream; and

Whereas, an application was filed by Jackson Family Wines, Inc. for an Ordinance No. 3836 permit to reconnect access to high quality spawning and rearing habitat on Yellowjacket Creek, at the Permit and Resource Management Department in the manner prescribed by Resolution No. 88-1220 as amended by Resolution No 89-0746 of the Board of Supervisors; and

Whereas, the Board of Supervisors has reviewed said application; and

Whereas, the work requires greater than 30 days to complete; and

Whereas, the requirements of section VIII of the Sonoma County Code include a restriction to perform permitted activities within a period of 30 days, except that additional 30-day permit periods may be granted by the Board of Supervisors, and a requirement that all approval votes be by a 4/5th majority of the Board of Supervisors.

Now, Therefore, Be It Resolved

1. That the Board of Supervisors finds and determines that the work and operations described on said application is necessary and that the work and operations will be performed in a manner which will not unreasonably decrease the clarity of the waters of the rivers or streams of the County of Sonoma;

Resolution #

Date:

Page 2

2. That a permit is hereby granted to applicant to perform the work and operations described in the aforementioned application;
3. That permit extensions are hereby granted to the applicant to perform the work described herein for additional 30-day periods commencing on June 1, 2018 subject to the Director of PRMD confirming the need for the permit extension immediately prior to the expiration of the permit period;
4. That the work and operations shall be performed in the manner described in the application and in accordance with the terms and conditions of any applicable agreement required by Section 1601 et seq. of the California Fish and Wildlife Code, any applicable waste discharge permit issued pursuant to the Porter-Cologne Water Quality Control Act (commencing at Section 13000 of the California Water Code), and Chapter 26A of the Sonoma County Code and any plans adopted pursuant thereto;

Be It Further Resolved that the permit and permit extensions are hereby granted to the applicant pursuant to Section 25526.6 of the Government Code.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Roiling Permit Application

DRN-003

The Board of Supervisors approves all roiling permits under Section VIII of the Water Clarity Ordinance of the County of Sonoma, Ordinance No. 3836R (Chapter 23 of the Sonoma County Code).

A complete application must be submitted to the Permit and Resource Management Department a minimum of eight weeks before the start of project.

Applicant Owner Architect \ Engineer

Project Site Information

Name SAM JAMISON

Address(es) 16779 CA-128

Mailing Address 425 AVIATION BLVD

City/Town CALISTOGA, CA (KNIGHTS VALLEY)

City/Town SANTA ROSA CA 95403

Assessor's Parcel Number(s) 120-040-011 & 120-040-007

Phone 415-307-8628 Fax —

River or Stream Name YELLOW JACKET CREEK

Work start date 8/1/2017

Estimated completion date 12/31/2018

Signature 

Date 6/5/2008

Types of work (check one):

- To protect riparian property adjacent to a river or stream.
- To construct recreational dams. *within*
- To perform construction work on riparian property, the nature of which may decrease the clarity of the waters of the river or stream.
- To construct temporary bridges, dikes, dams and settling ponds in connection with mining operations, or for agricultural uses.

Application Requirements:

- A. A detailed statement describing the work or operations to be done and the manner in which they will be carried out to avoid unreasonably decreasing the clarity of the river or stream, including any proposed monitoring or mitigation measures.
- B. A location/vicinity map (8 ½ in. X 11 in.) showing where the project is located in relation to nearby lots, streets, highways and/or major natural features (e.g., locator maps & road maps).
- C. A copy of the Fish and Game permit or waiver.
- D. A copy of the Army Corps of Engineers permit for this project, if required.
- E. A copy of the California Regional Water Quality Control Board water quality certification, if required.
- F. A copy of the last roiling permit, if any.
- G. A check payable to "PRMD" (see current fee schedule). This fee includes any requested extensions for the calendar year.
- H. A copy of the California Environmental Quality Act (CEQA) document.
- I. A copy of any approved County permit conditions (e.g. mining approval).

Sonoma County Permit and Resource Management Department

2550 Ventura Avenue ❖ Santa Rosa, CA ❖ 95403-2829 ❖ (707) 565-1900 ❖ Fax (707) 565-1103

A. Statement of Work

The purpose of this project is to modify an existing concrete diversion weir on Yellowjacket Creek, which is a migration barrier to anadromous salmonids. The project is needed to restore access to 1.9 miles of high quality spawning and rearing habitat upstream of the barrier. This project is being funded with Fisheries Restoration Grant Program (FRGP) funding (Grant Agreement IIP 1630401) and is an approved project for the 2017 and 2018 calendar years.

Yellowjacket Creek is a sub-watershed to Redwood Creek, a Core recovery area identified in the National Marine Fisheries Service's Final Recovery Plan for CCC Coho Salmon (NMFS 2012). Both coho salmon (*Oncorhynchus kisutch*) and steelhead trout (*Oncorhynchus mykiss*) have been documented in the Redwood Creek watershed (DFG 2004; DFG 2006; NMFS, 2007, Draft Habitat Restoration and Conservation Plan for Anadromous Salmonid Habitat in Selected Tributaries of the Russian River Basin; Merritt Smith Consulting 2003; D. Wilson 2015, NMFS, pers. comm.). The passage improvements realized through this project may enable coho broodstock releases and monitoring efforts on Yellowjacket Creek in the future.

The project will restore salmonid passage at the existing concrete diversion weir and spillway apron structure, which was built circa 1902. Given its approximately 40% slope, largely smooth cement surface, and 17 foot elevation drop, the weir structure is considered a total barrier to upstream salmonid passage. The intact portion of the weir structure forms a gradient control that drives the gravity flow diversion system. Immediately downstream of the weir is a very steep concrete spillway apron that drops approximately twenty feet in elevation from the weir crest to the invert of a large scour pool downstream. The project will remove the barrier through construction of a boulder step-pool structure designed to achieve fish passage criteria, preserve existing aquatic and riparian habitat, increase the thalweg elevation of the incised channel downstream of the structure, and blend with the channel morphology of the intact upstream and downstream reaches.

The landowner, NMFS, and CDFW are developing a Riparian and Salmonid Conservation Program for the Kellogg Ranch through a Safe-Harbor Agreement. It includes instream riparian habitat enhancement, a water management plan with site-specific bypass flow and season of diversion criteria, and best management practices aimed to protect aquatic resources and minimize potential impacts of ongoing and future land use activities.

B. Location vicinity map - See attached

C. Fish and Game Permit – See attached

D. Army Corps of Engineers Permit – See attached

E. Regional Water Quality Control Board - See attached (WDID 1B15142WNSO)

F. Copy of Last Roiling Permit - Not applicable

G. Payment Including extensions - To be paid at time of filing.

H. CEQA Document – See attached

I. Approved County Permit Conditions - Not applicable

Provided by:

PARCELQUEST
KELLOGG CREEK

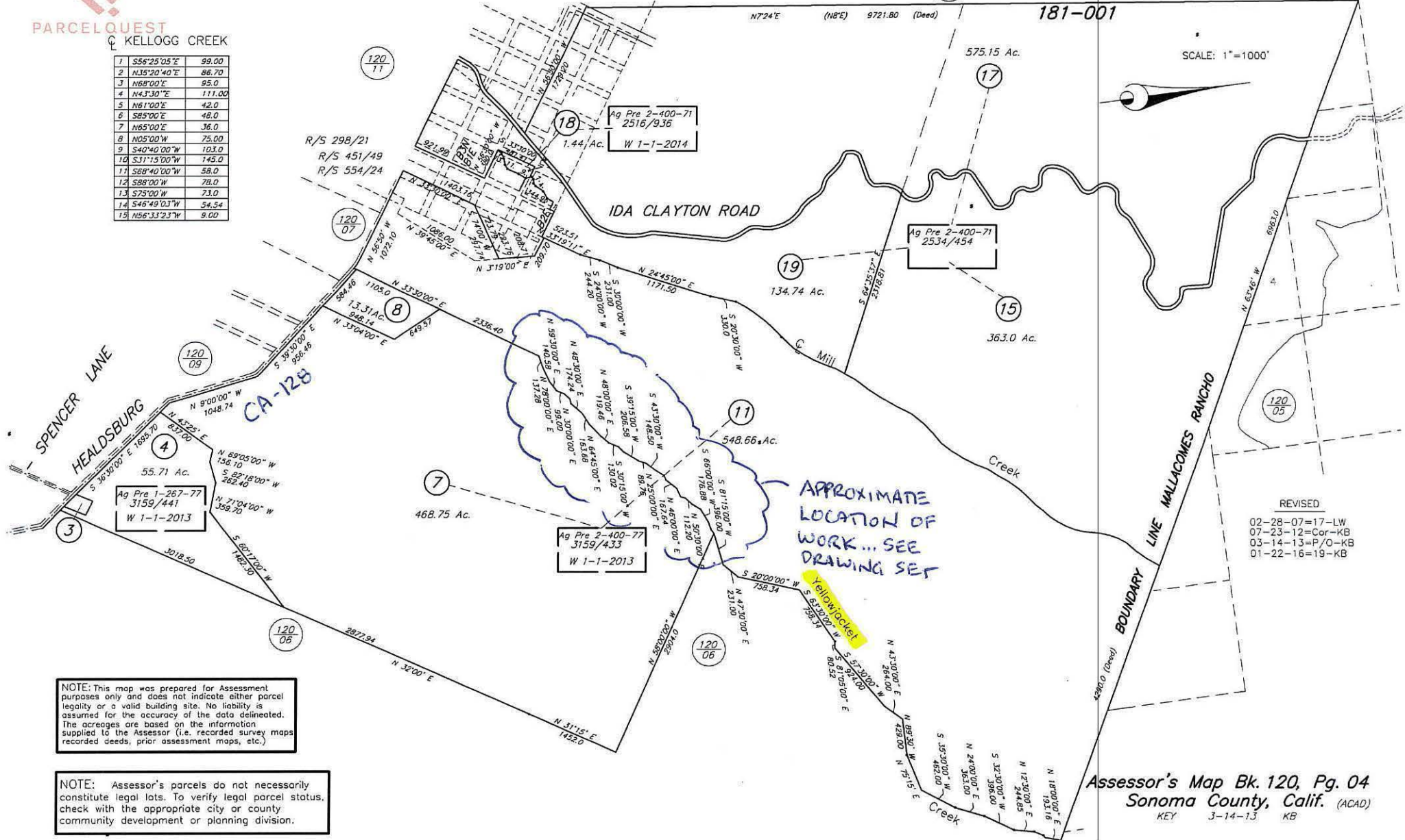
1	S56°25'05"E	99.00
2	N33°20'40"E	86.70
3	N68°00"E	95.00
4	N43°30"E	111.00
5	N61°00"E	42.00
6	S85°00"E	48.00
7	N65°00"E	36.00
8	N05°00"W	75.00
9	S40°40'00"W	103.00
10	S31°15'00"W	145.00
11	S88°40'00"W	58.00
12	S88°00"W	78.00
13	S75°00"W	73.00
14	S46°49'03"W	54.54
15	N56°33'23"W	9.00

COUNTY ASSESSOR'S PARCEL MAP

120
03

TAX RATE AREA

120-04



SCALE: 1"=1000'

APPROXIMATE LOCATION OF WORK... SEE DRAWING SET

REVISED
02-28-07=17-LW
07-23-12=Cor-KB
03-14-13=P/O-KB
01-22-16=19-KB

NOTE: This map was prepared for Assessment purposes only and does not indicate either parcel legality or a valid building site. No liability is assumed for the accuracy of the data delineated. The acreages are based on the information supplied to the Assessor (i.e. recorded survey maps, recorded deeds, prior assessment maps, etc.)

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.

Assessor's Map Bk. 120, Pg. 04
Sonoma County, Calif. (ACAD)
KEY 3-14-13 KB



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 13
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: April 3, 2018

Vote Requirement: Majority

Department or Agency Name(s): Regional Parks

Staff Name and Phone Number:

Steve Ehret 565-1107

Supervisorial District(s):

1st, 2nd

Title: Tolay Lake Regional Park Master Plan Professional Services Agreement Amendment

Recommended Actions:

Authorize the Chair to amend the Professional Services Agreement with Moore Iacofano Goltsman, Inc. to provide consulting services for the necessary expanded study and analysis in several areas including lake hydrology, for the Tolay Lake Regional Park Master plan in the amount not to exceed \$111,770 for an amended contract maximum of \$994,927, and to extend the contract term through September 11, 2018.

Executive Summary:

Tolay Lake Regional Park is nearly 3,400 acres of parkland located approximately five miles southeast of the City of Petaluma. The park includes the 200-acre Tolay Lake, a shallow seasonal-lake, revered by the indigenous people of California that was once the largest freshwater lake in Sonoma County. The Park preserves significant pre-historic and historic resources, diverse natural resources, and provides open space for a wide range of recreation and programming.

The Master Plan and Environmental Impact Report (EIR) will guide and direct permanent conservation, resource management, recreational amenities, operations, and public access to the Park.

Moore Iacofano Goltsman, Inc. (MIG) was selected in September 2012 to prepare the Master Plan and Environmental Impact Report for Tolay Lake Regional Park. Additional services, analysis and work products from MIG are required to complete this project due to expanded environmental studies, an accelerated schedule, public outreach, public hearings, and hydrological analysis of the existing lake conditions. Measure L Transient Occupancy Tax funds will be used to fund the additional consultant work.

Discussion:

In accordance with the California Environmental Quality Act (CEQA) an Environmental Impact Report (EIR) and Master Plan is being prepared for the Tolay Lake Regional Park. Regional Parks employed

Moore Iacofano Goltsman, Inc. (MIG) In September 2012 to prepare and complete the EIR and Master Plan for Tolay Lake Regional Park.

To date MIG has:

- Completed the Draft EIR and Master Plan for Tolay Lake Regional Park, prepared in accordance with the provisions of the CEQA and State CEQA Guidelines;
- Presented the Draft EIR and Master Plan at the Sonoma County Planning Commission Public Hearing on September 28, 2017, and comments from the Commission and the public were formally accepted on the adequacy of the Draft EIR;
- Made available the Draft EIR and Master Plan to the public from January 10, to February 23, 2017 providing the public with a 45-day opportunity to comment on the adequacy of the environmental analysis contained in the Draft EIR in compliance of CEQA;
- Held and completed surveys, three Master Plan community meetings, and a Public Scoping Meeting for the Notice of Preparation of the EIR;
- Collaboratively worked with the Federated Indians of Graton Rancheria one of the stakeholders in development of the Master Plan;
- And met extensively with concerned Park neighbors striving to include all interests and concerns in analysis of the Tolay Lake Regional Park Master Plan.

In order to complete the Draft EIR and respond to public comments in the Final EIR, additional studies outside the scope of the existing contract are necessary. These studies were not anticipated when the environmental review process began, but have become necessary due to public input.

To date, funding for the EIR and Master Plan has come from a \$300,000 State Coastal Conservancy grant, a \$500,000 contribution from the Federated Indians of Graton Rancheria, and Park Mitigation Fee Area 5, southwest Sonoma County which includes Tolay Lake Regional Park. The funding for the proposed scope amendment is from Fiscal Year 2017/18, of which \$111,262.36 is Measure L Transient Occupancy Tax funds. Current appropriations and carryover funding will be available for the amended contract.

The EIR and Master Plan is intended to guide and direct the permanent conservation, resource management, recreational amenities, and operations of the Tolay Lake Regional Park. The Tolay Lake Regional Park EIR and Master Plan has been a complex project with a diversity of stakeholders providing to the development of the EIR and Master Plan.

Through the public process, the property owner adjacent and upstream from Tolay Lake has communicated concerns about inundation of property as a result of the changes in the lake that occurred due to the acquisition of the conservation easements. Further studies and analysis have been necessary to evaluate and respond to the landowner's concerns, and to evaluate the changes at the park necessary to reach an amicable resolution. Regional Parks is also in negotiations with a separate property owner at the entrance of the park, and an amended access easement is required from this property owner because the current access easement for the park restricts the park to the Interim Plan.

Regional Parks is in amicable negotiations with adjacent property owners that it hopes to conclude this spring. The next steps will be the presentation of the Final EIR to the Planning Commission, after which

the Final EIR and Master Plan will be presented for consideration to the Board of Supervisors expected in July of 2018. Regional Parks will be able to open Tolay Lake Regional Park for daily public access shortly after approval and adoption of the Master Plan and Final EIR by the Board of Supervisors.

Prior Board Actions:

August 16, 2016, Board authorized the Chair to amend the Professional Services Agreement with Moore Iacofano Goltsman, Inc. to provide additional funds for consulting services for the Master Plan and Environmental Impact Report. May 24, 2016, Board approves County to acquire the Tolay Creek Ranch property from the Sonoma Land Trust. December 2, 2014, Board recommended the Chair to amend the Professional Services Agreement with Moore Iacofano Goltsman, Inc. to provide additional funds for consulting services for the Master Plan. September 11, 2012, Board authorizes the Regional Parks Director to enter into a Professional Services Agreement with Moore Iacofano Goltsman, Inc. to develop the Tolay Lake Regional Park Master plan. August 9, 2011, Board approved a cooperating agency agreement between the County and the Federated Indians of Graton Rancheria (FIGR), and grant of \$500,000 from the FIGR for the Master Plan. March 1, 2011, Board approved \$300,000 grant from the State Coastal Conservancy for the Master Plan. May 29, 2009, Approved the Settlement Agreement for Interim Park Plan including payment of \$75,000 to resolve all pending disputes concerning access to Tolay Lake Regional Park via Cannon Lane. December 9, 2008 the Board adopted Mitigated Negative Declaration for the Tolay Lake Regional Park Interim Public Access & Resource Management Plan and approved the project. November 6, 2007 the District Board approved acquisition of a Conservation Easement with Sonoma Land Trust for Tolay Creek Ranch. September 27, 2005 concurrent actions by District Board and the Board of Supervisors approving acquisition of Tolay Lake Ranch.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The project supports parks, public lands, and open space systems that promote recreation and health, protects the watershed, invests in local jobs, preserves agricultural resources and contributes to economic vitality

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested	111,262.36		
Total Expenditures	111,262.36		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	111,770		
Use of Fund Balance			
Contingencies			
Total Sources	111,770		
Narrative Explanation of Fiscal Impacts:			
The funding for the proposed scope amendment is Fiscal Year 2017/18 Measure L Transient Occupancy Tax funds. Current appropriations and carryover funding will be available for the amended contract.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment 1 – Amendment #3 to Agreement for Professional Services Attachment 2 - Agreement for Professional Services between the County of Sonoma and Moore Iacofano Goltsman Inc., September 11, 2012. Contract Amendment #1, December 2, 2014. Contract Amendment #2, August 16, 2016.			
Related Items “On File” with the Clerk of the Board:			
none			

AMENDMENT #3 TO
AGREEMENT FOR PROFESSIONAL SERVICES

The following is an amendment to an Agreement for Professional Services between the COUNTY OF SONOMA, hereinafter "County," and Moore Iacofano Goltsman, Inc., hereinafter "Consultant".

WHEREAS, County and Consultant entered into an Agreement for Professional Services, on September 11, 2012, wherein Consultant is to prepare the Tolay Lake Regional Park Master Plan ("Agreement"); and

WHEREAS, County and Consultant previously amended that Agreement on December 2, 2014, and on August 16, 2016; and

WHEREAS, due to the following areas where out of scope items have surfaced since the last amendment to the Agreement: stakeholder coordination, project coordination, project management, noise analysis and modeling, expanded air quality and greenhouse gas emissions modeling, two additional hydrology analysis, extensive number of unique comments, Sonoma County Planning Commission Meeting preparation and attendance, Landmark Commission register support work, and north-lake neighbor lake management agreement support work, it is necessary for the Consultant to provide additional services, in an amount not to exceed \$111,770, and to extend the term of the Agreement to September 11, 2019

NOW THEREFORE, THE PARTIES HERETO agree to amend the Agreement as follows:

- I. Paragraph 1.1. Consultant's Specified Services shall be changed to read as follows:

"Consultant shall perform the services described in Exhibits "A" attached hereto and incorporated herein by this reference (as supplemented by "A-1" and "A-2"), and as supplemented by "A-3" attached to Amendment #3 to this Agreement (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibits "A" and "A-3" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibits "A", and "A-3", the provisions in the body of this Agreement shall control."

- II. Paragraph 2. Payment shall be changed to read as follows:

"For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibits "B" attached hereto and incorporated herein by this reference and "A-3" attached to Amendment #3 to this Agreement provided, however, that total payments to Consultant shall not exceed \$994,927. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or

rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed. ”

III. Exhibit “A-3.” attached to this Amendment is incorporated into the Agreement by this reference.

V. Paragraph 3. Term of Agreement shall be changed to read as follows:

“The term of this Agreement shall be from September 11, 2012 to September 11, 2019 unless terminated earlier in accordance with the provisions of Article 4 below. The Director is authorized to agree to extend the term of this Agreement without altering other terms of the Agreement if necessary for the plan adoption process. ”

VI. Paragraph 3. Ownership and Disclosure of Work Product, shall be changed to read as follows:

9.11 Ownership of Work Product. All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Consultant or Consultant’s subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of County. Consultant shall deliver such materials to County upon request in their final form and format. Such materials shall be and will remain the property of County without restriction or limitation. Document drafts, notes, and emails of the Consultant and Consultant’s subcontractors, consultants, and other agents shall remain the property of those persons or entities. However, in the event of any termination pursuant to Article 4 of this Agreement, all reports, drawings, graphics, plans, and studies, regardless of final form and format, shall be the property of County.

BE IT FURTHER AGREED that all other terms and conditions contained in the Agreement shall remain in full force and effect as though fully set forth herein.

**CONSULTANT: MOORE IACOFANO
GOLTSMAN, INC.**

COUNTY: COUNTY OF SONOMA

**CERTIFICATES OF INSURANCE ON FILE WITH AND
APPROVED AS TO SUBSTANCE FOR COUNTY:**

By: _____
Signature

By: _____
Department Head

Name

Date

Title

APPROVED AS TO FORM FOR COUNTY:

Date

By: _____
County Counsel

Date

By: _____
Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board of Supervisors

**Tolay Lake Regional Park
Master Plan Amendment #3
Cost Summary**

This amendment adds \$111,770 in services by Consultant to address out of scope work and for the Tolay Lake Regional Park Master Plan and EIR as described below. All costs are based on the rates in Exhibit B and will be billed pursuant to Paragraph 2 of the Agreement.

Task 9.3: EIR/Completing the Project Description. MIG's original scope anticipated completing the Master Plan prior to beginning work on the EIR Project Description. Having a complete Project Description requires information from multiple sections of the Master Plan. Regional Parks continued to receive comments on the Master Plan during Fall, 2016 from FIGR, SLT, and Sonoma County Agricultural Preservation and Open Space District. This created substantial inefficiency in completing the Project Description, since it included multiple components from the Master Plan. MIG was still revising the Master Plan, and therefore the EIR, as late as December, 2016, less than one month before the EIR was published. For example, as of December 15, 2016, MIG was still receiving comments from Regional Parks on map changes that affected both the Master Plan and EIR Project Description. Another example pertains to input from FIGR. MIG was still receiving and responding to Tribal/FIGR comments on the Master Plan in late December, 2016.

COST: \$8,200

Task 9.3: Expanded Noise Analysis and Modeling. In our original scope MIG did not include labor effort for the cost of preparing a quantitative noise analysis, which assumed relatively low numbers of vehicles entering and exiting the Park. However, after multiple iterations of the vehicle trip memo in Fall, 2016 it was apparent that noise modeling and associated analyses would need to be conducted given the volume of anticipated vehicle trips to and from the Park.

COST: \$5,000

Task 9.3 Expanded Air Quality and Greenhouse Gas Modeling. In our original scope and fee, MIG did not include budget for air quality and GHG emissions modeling. The Bay Area Air Quality Management District (BAAQMD) does not require detailed emissions modeling for projects such as the Tolay Lake Master Plan that generate less than 2,000 vehicle trips per day. However, MIG's air quality practice lead has stated the industry best practice is to prepare general emissions calculations based on increased vehicle trips and include them in the EIR. To produce a highly defensible EIR MIG conducted more detailed Air Quality and GHG modeling analysis than what is required to meet BAAQMD requirements.

COST: \$6,000

Task 9.3: EIR Schedule Acceleration. In October, 2016 MIG was informed that the EIR needed to be finished as soon as possible. MIG notified Regional Parks on November 14, 2016 that we were accelerating the project significantly, and that it would increase our level of effort to complete the DEIR and require additional budget. MIG performed additional reviews of the document since Sonoma County PRMD would not be reviewing the document before it was released for the 45-day public review period. Typically, MIG requires five months in between having all information for a CEQA Project Description to production of a public review draft EIR. Regional Parks, MIG and its traffic sub-consultant were still discussing traffic modeling and trip generation (which influences analyses in multiple EIR topical areas) in late October 2016, but produced the DEIR for public review in about 10 weeks.

The other impact from an accelerated schedule was the need for multiple checks for internal consistency between changes being made in the Master Plan while the EIR analyses were being conducted. For example, MIG was still making changes to the Resource Management Plan chapter of the Master Plan in November, and thus was still making changes to the biological resources section of the EIR in December, 2016. As mentioned above, MIG's original schedule showed the Master Plan being completed before the EIR was even started.

COST: \$25,000

Task 9.6: Additional Hydrology Analysis, Part 1. At the February 9, 2017 meeting, Regional Parks, Supervisor Rabbit, MIG, and Wildscape Engineering met with local neighbors to address questions about Tolay Lake flooding. Two questions were raised by Mr. Parilo and Dr. Schaller which has required additional hydrologic analysis to answer.

The first question pertains to the drawdown time or the estimated amount of time required for Tolay Lake to return to normal pool after flood events as assessed by the HEC-HMS model created to analyze the proposed lake restoration design. The second question concerns estimating the change in percentage of time flooding extends into the northern properties or the time Tolay Lake is at a particular stage (a stage-frequency curve) under proposed versus existing conditions. At part of the hydrology analysis for the DEIR, Wildscape Engineering (WE) examined the extent of inundation but not the duration of inundation. WE's focus was restricted based on their scope of work and associated budget.

COST: \$12,870

Task 9.6: Additional Hydrologic Analysis, Part 2 and Permitting Assistance. Since receiving comments on the public review Draft Environmental Impact Report, WE's scope has been expanded to 1) supplement their additional analysis with information to better discern lake conditions prior to Regional Parks acquisition of Tolay Ranch, 2) to specifically install stream gauges and wildlife cameras, and to 3) advise Regional Parks on issues pertinent to lake management and lake WSE as a result of proposed lake management actions submitted by Dr. Schaller's team.

MIG and WE staff have also expended labor on reviewing Regional Parks' lake management plan (LMP). The plan is an annotated map depicting changes that Regional Parks will implement in response to concerns raised by upstream neighbors. MIG was also asked to estimate a cost for obtaining permits to allow a particular action (removal of two culverts) associated with the LMP.

MIG expended labor and WE expended labor on conducting interviews with the previous property owners of Tolay Lake Ranch to develop a better understanding about how the lake was managed prior to Regional Park's purchase of the property.

MIG also received permission to install multiple gauges to monitor changes in lake water surface elevations (WSE). MIG purchased 8 gauges, and has installed them along with wildlife cameras to periodically record WSE levels.

COST: \$12,400

Task 9.6: FEIR Number of Unique Comments. MIG's original scope and fee indicated we would respond to up to 100 unique comments. However, to date MIG has responded to 118 unique comments. Some of those comments involved reviewing new information on hydrology from an upstream landowner.

COST: \$2,000

Task 10: Additional Project Management. The original schedule for this project was to complete the Park Master Plan and EIR in 42 weeks. The project has been on-going for 272 weeks. Substantial, additional management work occurred given the extended timeline.

COST: \$21,500

New Tasks

New Task: PRMD Meeting Attendance. Based on an email transmitted to MIG by Ms. Karen Davis-Brown on July 31, 2017, MIG was informed that our staff would need to prepare for and attend two Planning Commission hearings; one to solicit public input on the DEIR, and a second hearing for the Planning Commission to recommend certification of the DEIR to the Board of Supervisors. MIG needs to coordinate development of a presentation for Planning Commission staff, and coordinate our work with a senior planner in PRMD.

COST: \$6,000

New Task: Assistance with Landmark Commission Meeting Preparation. In an email dated September 13, 2017, Ms. Davis Brown requested MIG assistance in updating a DPR form to enable PRMD to have Tolay Ranch added to the Landmark Commission register. MIG's archaeologist and Dr. Baas visited Tolay Ranch to assess changed conditions (removal of two buildings within the ranch complex), and to update the DPR Form.

Cost: \$3,000

New Task: North-lake Neighbor - Lake Management Agreement Support. During the September, 2017 Planning Commission meeting, MIG became aware that one of the upstream property owners had engaged an attorney to negotiate a Settlement Agreement with Regional Parks regarding lake flood impacts to their property, specifically their ability to farm their property. As a result of that action, MIG has engaged with Sonoma County counsel, to provide information useful for reaching amicable agreements with neighboring property owners. CCost: \$9,800

final budget

	MIG, Inc.																Subconsultants										Direct Costs	Professional Fees Totals										
	C. Verheyen Principal-In-Charge		J. Baas Project Manager		J. Chaplick Outreach Task Leader		P. Fragua Cultural Specialist		L. Matthews Cultural Res. Planner		R. Melnick Hist. Landscape Architect		R. Pendro Sr. Env. Planner		L. Wight Sr. Landscape Architect		MIG staff Bilingual Outreach Expert		GIS and Graphics Project Associates		MIG Totals	ARG	WRA/WE	Kennedy Jenks	Fall Creek	BKF			Fehr & Peers	Loki Interpretive	Garcia & Assoc.	MKM	Sub Totals					
	Hrs@	\$200	Hrs@	\$175	Hrs@	\$150	Hrs@	\$125	Hrs@	\$110	Hrs@	\$130	Hrs@	\$150	Hrs@	\$130	Hrs@	\$90	Hrs@	\$85																		
Task 1: Site and Site Assessment Materials																																						
1.1 Assimilate site and site assessment information		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
1.2 Identify additional field studies		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Task 2: Historic Structure Report																																						
2.1 Structural Integrity Assessment		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
2.2 Final Report		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Task 3: Groundwater Availability																																						
3.1 Compile data and site reconnaissance		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
3.2 Install test well in fractured aquifer		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
3.3 Conduct hydrogeologic evaluation		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
3.4 Provide technical memorandum		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Task 4: Waste Disposal Options																																						
4.1 Fieldwork		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
4.2 Prepare waste option report		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
4.3 Prepare preliminary waste disposal report		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Task 5: Public Outreach and Participation Process																																						
5.1 Develop outreach and engagement plan		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
5.2 Conduct stakeholder interviews (10)		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
5.3 Develop project outreach templates		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
5.4 Develop bi-lingual and ADA materials		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
5.5 Conduct partner meetings (6) and focus groups (2)		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
5.6 Conduct community workshops (3)		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
5.7 Provide outreach materials for special events	0	\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Task 6: Conceptual Site Plans																																						
6.1 Conduct opportunities and constraints analysis		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
6.2 Develop and refine alternative conceptual plan alternatives		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Task 7: Resource Management Plan																																						
7.1 Assimilate available materials		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
7.2 Conduct field surveys		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
7.3 Update biological resources report		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
7.4 Prepare RMP document		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Task 8: Master Plan																																						
8.1 Prepare Master Plan (add. tribal consultation)		\$0	0	\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
8.2 Prepare Business and operations plan		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Task 9: Environmental Document																																						
9.1 Notice of Preparation and Project Description		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
9.2 Conduct public scoping meeting		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
9.3 Prepare admin DEIR	16	\$3,200	76	\$13,300		\$0		\$0		\$0		\$0		\$0	96	\$14,400		\$0		\$0	150	\$12,750	338	\$43,650		\$0		\$0		\$0		\$0		\$0		\$0	\$550	\$44,200
9.4 Prepare revised DEIR with screencheck		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
9.5 Public hearings on Draft EIR		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
9.6 Prepare admin FEIR and responses to comments		\$0	11	\$1,925		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
9.7 Prepare FEIR		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
9.8 Public hearings on FEIR		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
Subtotal	16	\$3,200	87	\$15,225	0	\$0	0	\$0	0	\$0	96	\$14,400	0	\$0	0	\$0	150	\$12,750	349	\$45,575	0	\$0	\$25,270	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,270	\$625	\$71,470	
Task 10: Project Management																																						
10.1 Subconsultant Project Management		\$0	0	\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
SUBTOTAL	16	\$3,200	87	\$15,225	0	\$0	0	\$0	0	\$0	96	\$14,400	0	\$0	0	\$0	150	\$12,750	349	\$45,575	\$0	\$25,270	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,270	\$625	\$71,470	
10.2 Project Administration and Quality Control at 5%	16	\$3,200	90	\$15,750		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
New Task: PRMD Meeting Attendance		\$0	30	\$5,250		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
New Task: Assist Preparation for Landmark Commission Meeting		\$0	8	\$1,400		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
New Task: North lake neighbor Lake Management Support		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
FINAL TOTAL	32	\$6,400	215	\$37,625	0	\$0																																

Standard Professional Services Agreement (“PSA”)
Revision F – April 2012

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of September 11, 2012 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Moore Iacofano Goltsman Inc., a California corporation (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified park planner, experienced in the preparation of park master plans, park development, resource management plans, public outreach, natural and cultural resource planning issues, and related services; and

WHEREAS, in the judgment of the Sonoma County Board of Supervisors, it is necessary and desirable to employ the services of Consultant for the preparation of Tolay Lake Regional Park Master Plan.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

I. Scope of Services.

1.1 Consultant's Specified Services.

Consultant shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit “A” and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit “A”, the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally

accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County. With respect to performance under this Agreement, Consultant shall employ the following key personnel: Carolyn Verheyen, John Bass, Jose Leal, Joan Chaplick, Laurie Matthews, Paul Fragua, Robert Melnick, Lawrence Wright, Tim Gilbert, Ray Pendro, George Salvaggio, Geoff Smick, and Cathleen Malmstrom.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B, provided, however, that total payments to Consultant shall not exceed \$677,357.00, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons

performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 14. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from the date it is signed by the County (“Effective Date”) for a 30 month period unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Regional Parks Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability

which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans

and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents (“documents”), in whatever form or format, assembled or prepared by Consultant or Consultant’s subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Content Online Accessibility. County policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.

10.1 Standards. All consultants responsible for preparing content intended for use or publication on a County-managed or County-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), and the County’s Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>.

10.2 Certification: Consultants must complete the Document Accessibility Certification Form attached hereto as Exhibit D which shall describe how all deliverable documents were assessed for accessibility (e.g. Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check.)

10.3 Alternate Format: When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with County staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s), e.g. embedding the document with alt-tags that describe complex data/tables.

10.4 Noncompliant Materials; Obligation to Cure. Remediation of any materials that do not comply with County’s Web Site Accessibility Policy shall be the responsibility of Consultant. If County, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any County-managed or County-funded Web site does not

comply with County Accessibility Standards, County will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to County, repair or replace the non-compliant materials within such period of time as specified by County in writing. If the required repair or replacement is not completed within the time specified, County shall have the right to do any or all of the following, without prejudice to County's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order;
- b. Terminate this Agreement pursuant to the provisions of Article 4; and/or
- c. In the case of custom EIT developed by Consultant for County, County may have any necessary changes or repairs performed by itself or by another contractor. In such event, contractor shall be liable for all expenses incurred by County in connection with such changes or repairs.

10.5 County's Rights Reserved. Notwithstanding the foregoing, County may accept deliverables that are not strictly compliant with County Accessibility Standards if County, in its sole and absolute discretion, determines that acceptance of such products or services is in County's best interest.

11. Prevailing Wages

11.1 General. Consultant shall pay to persons performing geotechnical field work hereunder an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and County to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Consultant shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed. Copies of the prevailing wage rate of per diem wages are on file at the State and will be made available to any person upon request.

11.2 Subcontracts. Consultant shall insert in every subcontract or other arrangement which Consultant may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code Section 1775(b)(1), Consultant shall provide to each Subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.

received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

15. Miscellaneous Provisions.

15.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

15.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

15.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

15.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

15.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

15.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

15.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856.

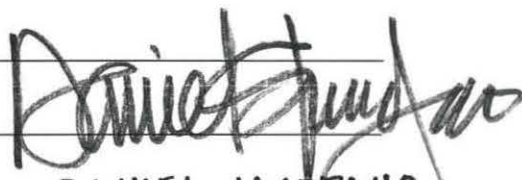
No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

15.8 Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

15.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: MLG, Inc.


By: 
Name: DANIEL IACOFANO
Title: PRINCIPAL / CEO
Date: 8.21.12


COUNTY: COUNTY OF SONOMA

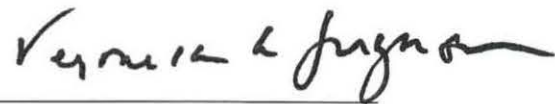
CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: 
Department Head
Date: 8/27/12

APPROVED AS TO FORM FOR
COUNTY:

By: 
County Counsel
Date: 8/23/12

By: 
Chair
Board of Supervisors
Date: 9/11/12

ATTEST: 
Clerk of the Board of
Supervisors

**EXHIBIT A
SCOPE OF SERVICES
TOLAY LAKE REGIONAL PARK
MASTER PLAN**

Scope of Work

Task 1. SITE AND SITE ASSESSMENT MATERIALS

1.1 Assimilate Site and Site Assessment Information Within two weeks of contract award, Consultant shall hold a kickoff meeting with key personnel (including Consultant and Sub-consultant staff). At that meeting communication protocols will be established, the project purpose and objectives will be verified, and the schedule for all tasks and deliverables will be confirmed. Immediately following the meeting Consultant will visit Tolay Park to orient team members to site conditions and constraints.

1.2 Additional Field Studies Consultant shall identify necessary additional field studies if any to address deficiencies in the existing data set due to regulations.

Task 2. HISTORIC STRUCTURE REPORT

2.1 Structural Integrity Assessment The Sub-consultant shall review all of the available information for the 20-acre Cardoza Ranch archeological site and the approximately 15 structures, including the previous condition assessments, cultural resource evaluations, environmental reports, construction history, and other historical or archival information. Sub-consultant shall visit the site to document the historical character and conditions of the structures and other contributing features. Sub-consultant's team shall use an integrated approach with architects, a historian, and a conservator in concert with the landscape architects and other cultural resource specialists on the Master Plan team. The evaluation shall include: an assessment of historical character, a list of character-defining features, integrity evaluation, statement of significance, material conditions, building systems, accessibility, and fire and life safety issues, and the context of each building as part of the historic Cardoza Ranch. During the initial assessment Sub-consultant shall identify areas or materials that should be further investigated or tested. Data gathered during the site visit shall be synthesized into a conceptual scope of work for needed repairs, upgrades, and improvements and submitted to a cost estimator. The cost estimator shall provide an itemized estimate for construction costs related to the work identified in the Sub-consultant's survey.

Sub-consultant shall take field measurements and photographs of each of the historic structures to record both their significant features and condition. After analyzing the information gathered in the initial site inspection, Sub-consultant shall organize a second site visit for any additional work, if necessary to understand the condition of the structures.

Based on field notes and photographs, Sub-consultant shall develop a draft existing conditions report. Concurrently, buildings and surrounding site will be evaluated for compliance with the Americans with Disabilities Act and with pertinent codes, including the State Historic Building Code. Sub-consultant shall produce CAD drawings – plans, elevations and relevant sections and details – of the structures and contributing features. Sub-consultant shall meet with Regional Parks to review the draft report and any recommendations.

Using the historical research and the information from the fieldwork, Sub-consultant shall assess the Cardoza Ranch site, the historical integrity of the structures and site features, which building elements are contributing to the historical significance, and the status of past repairs. This information shall be summarized in a draft report. Sub-consultant shall use the *Tolay Lake Regional Park Historical Resources Evaluation Report* by LSA Associates and the *Determination of Eligibility* from the California State Historic Preservation Office.

Following the architectural assessment, an assessment of the structural condition of all the existing buildings, will be undertaken, as outlined below:

- a. Provide structural site review(s) of the existing buildings.
- b. Partial structural documentation of the exposed structural conditions. Access may be required by others to expose concealed areas for structural documentation.
- c. Provide a general evaluation of all buildings for structural stability for both vertical and lateral load carrying capacity in conformance with either the 2010 California Building Code or the State Historical Building Code.
- d. Provide recommendations for necessary structural modifications that are required for the proposed use.
- e. Provide preliminary structural repair solutions for approximately 6 buildings as selected by the architectural historical work.
- f. Review preliminary cost estimate with Architect and Cost estimator.

The Historic Structures Report shall contain three parts: Part One is the historical background, historical evaluation and physical description; Part Two is the conditions assessment; and Part Three presents the treatment recommendations. Sub-consultant shall prepare a draft HSR in this format and as provided by Regional Parks.

Parts One and Two will be developed from the work as described above. In Part Three, Sub-consultant shall look at each structure and contributing feature individually and at the site as a whole and make recommendations as to the best approach and best uses for each per the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, which defines four basic treatments: Preservation, Restoration, Rehabilitation and Reconstruction. For each building, structural, accessibility, and code-related recommendations will be included. Removal of non-historic or severely deteriorated structures and new construction on the Ranch site to satisfy program requirements may also be recommended.

Sub-consultant shall prepare recommendations for immediate, medium and long-term projects that may include emergency stabilization, ongoing maintenance and use- or program-driven changes. Sub-consultant shall work closely with Regional Parks to prioritize the recommendations and, as appropriate, the phasing of the work. Conceptual level costs will be included for individual projects and phases. This information will be submitted as a draft Historic Structures Report. If necessary, Sub-consultant shall meet with Regional Parks to review the draft report.

2.2 Final Report Sub-consultant shall revise and refine the draft report based on a single set of consolidated comments provided by Regional Parks. Sub-consultant shall craft the final report to be a practical, working document that will serve as a reference tool for management of the Cardoza Ranch site for the foreseeable future. The final report will be submitted to Regional Parks in both unbound hard copy and electronic format, as PDF and Word 2007 files. The measured drawings, in AutoCAD, and important historical documents will be included as appendices to the HSR.

Task 3. DETERMINE GROUNDWATER AVAILABILITY

The Properties are located within a Marginal Water Availability Area, as defined by the County planning department. The property contains no wells and has limited domestic water from springs. The springs may not be sufficient to support park development and are impractical to use as a source of a public drinking water. The availability of groundwater is critical in understanding park development options.

The following aspects will be a part of this task:

- a. Produce a Hydrogeologic Study for the park including:
 1. Description of geology and hydrogeologic conditions in the project area.
 2. Field exploration, possibly including drilling test well(s), well logs, and any associated required permitting.
 3. Conclusions and recommendations of: groundwater availability; recharge rate and storage capacity during drought conditions; effects of drawdown on surrounding water availability; and specific locations and approach for developing groundwater.
- b. The following approach will be used to accomplish this task:

Sub-consultant shall evaluate the feasibility to develop a domestic, potable water supply from groundwater on the Properties that is capable of supplying the Park's needs after implementation of the Master Plan.

3.1 Compile Local Geological and Groundwater Data and Conduct a Site Geological Reconnaissance Sub-consultant shall analyze data and review the well with respect to park operations, logistics, waste disposal needs, and other pertinent factors to find a suitable well location. Sub-consultant shall review well logs from the California Department of Water Resources for all wells within two miles of the park boundary to evaluate production capacity and typical well construction for wells in this area. The geologists will walk the site to evaluate the extent of the alluvium, and analyze the fracture characteristics of the geologic formations in outcrop. Based on this reconnaissance and a geologic assessment of existing data, an evaluation will be undertaken of the extent of the alluvium and of fracture trends. Areas with higher fracture density may indicate areas of higher density where groundwater wells have a higher production rate.

3.2 Install Test Well in the Fractured Aquifer One 5-inch diameter, approximately 300-foot deep test well will be drilled. The most likely target formation will be the Sonoma Volcanics, which well logs in the area show as the most productive. The test well will be cased with schedule 80 PVC casing. Drilling fluids will be trucked offsite and most of the clean drilling cuttings will be placed on-site in an approved location. The well will be chemically sampled and analyzed for the requirements for a transient, non-community water system as defined by the California Department of Public Health. This well will provide a method to directly test the groundwater production capabilities of a suitable location on the site. The well will be installed, developed, and sampled, and a specific capacity test would be run. Regional Parks will be responsible for coordinating a Tribal Monitor if necessary for the ground disturbing related activities. Consultants shall complete the necessary permits for drilling.

3.3 Conduct Hydrogeologic Evaluation The Hydrogeologic Evaluation shall be based on the site specific data collected in Tasks 3.1 and 3.2 and additional research. This task includes an assessment of the geology and groundwater characteristics of the site. A water budget will be developed to assess the recharge potential of the area including its susceptibility to droughts.

Based on evaluation, a recommendation on the sustainability of groundwater as a water supply for the Park from a well completed in the fractured aquifer will be made.

3.4 Provide Technical Memorandum Sub-consultant shall produce a technical memorandum that summarizes the results of the hydrogeological assessment, documenting the field work, data collection and analysis. Based on this evaluation, recommendations will be provided on the sustainability of using groundwater as the water supply for the future planned park development.

Task 4. DETERMINE WASTE DISPOSAL OPTIONS

The property is located within an area dominated by clay soils. The existing septic systems on site are unsuitable for expanded public use. The method and physical requirements for waste disposal may significantly influence the size and location of park development options and the locations of proposed features. Understanding the waste disposal options early in the process will better inform the park improvement possibilities.

4.1 Fieldwork

- a. Sub-consultant shall review existing information related to the onsite wastewater systems, soil and groundwater conditions, and critical resource issues. Sub-consultant shall also conduct a site visit to evaluate site conditions.
- b. Sub-consultant shall conduct a limited site evaluation to characterize soil conditions in the area of the proposed redevelopment and improvements needing onsite wastewater facilities. Sub-consultant shall install several (3 to 6) hand borings in the areas of the proposed leach fields. The hand borings will be completed with a 2" diameter hand auger to a depth of 5 to 10 feet to characterize the soils. Regional Parks shall coordinate Tribal Monitors and archeologists if necessary to monitor the ground disturbance. Sub-consultant shall prepare soil logs from the borings describing the type and condition of soils encountered.

4.2 Draft Waste Disposal Option Report

- a. Sub-consultant shall prepare a Wastewater Options Report that will summarize the site evaluation, including a map showing the location of the soil borings. The report will also identify and describe any potential natural and cultural resource or other site constraints (poor soil conditions). The report will present conclusions and recommendations for alternative wastewater approaches and capacities and locations of new wastewater facilities for the property. Sub-consultant shall prepare preliminary engineering cost estimates for the proposed improvements.
 1. Description of natural resource, cultural resource, visual resource, or other constraints.
 2. Documentation of any new soil exploration and/or tests.
 3. Conclusions and recommendations for approaches, capacities, and locations of waste disposal options. At a minimum, considerations will include biological resources, cultural resources, soil and groundwater, visitor experience, and any factor related to the performance of waste disposal systems.
 4. Range of costs associated with different options.
 5. Map(s) corresponding to research, findings, exploration, and recommendations.

4.3 Prepare Preliminary Waste Disposal Improvement Plan

- a. Sub-consultant shall **prepare a Preliminary Waste Disposal Improvement Plan** to be included in the overall Master Plan for the property. The wastewater improvement plan will show the footprint and conceptual layout of the new wastewater system(s) recommended to support the proposed developments at the Park.
- b. In addition to the kickoff meeting described in Task 1, Sub-consultant shall attend two meetings with Regional Parks.

Task 5. DEVELOP AND IMPLEMENT PUBLIC OUTREACH AND PARTICIPATION PROCESS

Regional Parks and its Partners (Federated Indians of Graton Rancheria (FIGR), Sonoma Land Trust) desire to build a consensus with the public and other partners on the vision and goals for the development and management of Tolay Lake Regional Park utilizing a variety of outreach methods and tools to engage the community.

The Consultant shall work with Regional Parks and its partners to develop a final public outreach strategy and participation program, including goals, objectives, and methods. The outreach strategy shall emphasize Sonoma County communities, including Petaluma and Sonoma. In addition, the outreach strategy shall include other communities within an approximate 30-45 minute driving radius in adjacent counties.

The Consultant shall be responsible for scheduling, coordinating, and facilitating meetings with both the partnering agencies, stakeholder groups and the general public, including preparation of outreach and public workshop materials, such as public notifications, background materials, presentations, agendas, and meeting summaries. This may include mailers, posters, maps, and other graphics necessary to support the workshop process.

Outreach and workshop materials will be translated into Spanish. Printed materials and presentations shall also be provided in alternate or accessible formats to accommodate disabled individuals as requested.

Outreach and workshop documents, background materials, presentations, agendas, and meeting summaries will be posted on the Regional Parks web page for the project and will be provided in an accessible format. Consultant shall ensure that all deliverables provided and required under this agreement for web page publication and public review and use adhere to Section 508 Standards for Electronic and Information Technology Accessibility, 36 C.F.R. §1194, issued under Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)) (the "Section 508 Standards").

Stakeholders will be reached through the following subtasks:

5.1 Develop Outreach and Engagement Plan. The Outreach and Engagement Plan will describe the outreach goals, objectives, tasks and schedule for the activities. Consultant shall develop one draft and one final Plan for use throughout the project.

5.2 Conduct Stakeholder Interviews. Consultant shall design and conduct up to 10 in-person

interviews (or conduct them by phone if it is more convenient for interviewee). Consultant will develop an interview protocol with a common set of discussion questions and tailored questions for each interviewee. Consultant will create a brief aggregate summary of major findings.

5.3 Develop Project Outreach Templates. The Consultant shall provide a memorandum that describes the basic font treatment, color palette, and imagery that will be used to create a template for outreach materials, including: flyers, posters, postcards, e-newsletters and e-mail communications, fact sheets, and document covers. Outreach templates will be pre-tested to ensure they meet Section 508 standards when posted on the Regional Parks website. The templates will also address inclusion of agency and partner logos in materials. This task is not intended to create the park logo, but rather to serve as a cost-effective way to consistently present a wide array of accessible outreach materials.

5.4 Develop Bi-lingual and ADA Accessible outreach materials. Outreach materials will be translated into Spanish, and bi-lingual Consultant staff will be available to ensure the active participation of Spanish speakers. All outreach materials will be posted on the web and designed so they are ADA accessible.

5.5 Conduct Partner Meetings and Focus Groups. Consultant shall facilitate and/or attend up to 6 Partners meetings to help build agreement on the vision and emerging master plan concepts and elements. Consultant shall also design and conduct 3 focus groups, with up to 8 participants from these identified interest groups: ecological interests; recreation/trail interests; and agricultural interests. Consultant shall design the sessions, facilitate the discussions and summarize key findings for each group. The initial joint meeting of the Partners will result in a Vision document.

5.6 Conduct Community Workshops. Consultant shall design and conduct 3 workshops. Conditions permitting, these might be held in the barn where seating and AV equipment are already available. Consultant will facilitate and graphically record the results of each meeting. A short questionnaire/comment card will be distributed to solicit input and collect participant information. Since workshop attendance is difficult to predict, meetings will be scalable. The topics for the three meetings are:

Meeting 1: Introduce planning process and provide overview of park resources and opportunities and constraints. Develop initial vision, goals and guiding principles. Solicit information to develop concept alternatives.

Meeting 2: Present three alternative conceptual plans. Solicit feedback to help shape and differentiate the three concepts. Conduct exercise to evaluate how well each alternative achieves the vision, goals and guiding principles. Identify any gaps or concerns.

Meeting 3: Present final conceptual master plan. This meeting may be an open house format, or it may be combined with a CEQA scoping meeting depending on how much progress has been made on the final conceptual master plan.

5.7 Provide Outreach Support and Materials. Consultant shall provide project materials for use by Regional Parks at the Fall Festival. Consultant will also support Regional Park's social media efforts to promote outreach activities and project milestones using Regional Park's Facebook page and Twitter account. The Consultant will work to maximize current Regional Park's communication tools and recommend cost-effective ways to publicize activities.

Deliverables: Outreach plan addressing the strategy, timeline, process, and outreach materials (postcards, letters, communication materials etc); Vision document; Aggregate Interview Summary; Focus Group Summary; Workshop plans addressing materials, agendas, meeting summaries and related documentation, including bilingual and alternate accessible formats ready for publishing to the web.

Task 6. PREPARE CONCEPTUAL SITE PLANS

This following approach will be used to complete this task:

6.1 Conduct Opportunities and Constraints Analysis. Opportunities will be considered any straightforward actions to improve access, develop new recreational infrastructure, preserve or rehabilitate historic structures and landscape features, restore habitat, protect any other known prehistoric or historic resources. Constraints will be considered any limitations imposed on developing opportunities. Analysis at this stage of the planning process will focus on identifying clear opportunities and “fatal flaw” type constraints. The product of this exercise will be a base map noting major opportunities and constraints that can be used for subsequent development of conceptual site plans. The Consultant shall divide the properties into planning units, develop features within each planning unit, and then review all the maps in total to see if the “pieces” fit together well. Individual site plan drawings will be developed to feature major themes such as transportation elements, water supply, lake restoration opportunities, and ranch property adaptive reuse. As part of developing the Project Description under CEQA, it will be critical to identify all the Master Plan elements early and include them in the conceptual site plans. To facilitate an early, “worst case” analysis of environmental impacts under CEQA, the first conceptual site plan will be the most aggressive in terms of build-out and level of public access.

Site plan drawings shall include the following:

- a. Base map features (roads, buildings, boundaries, hydrography, topography)
- b. Surface water features
- c. Location of groundwater, depth to groundwater
- d. Major vegetation types
- e. Special use areas and locations of residential sites
- f. Land use overview for both prehistoric and historic resources and current human influence over the landscape
- g. Areas of agricultural activities, grazing areas, haying areas, row crops
- h. Areas of passive or unique recreation activities
- i. Trail networks, viewpoints, and day use facilities
- j. Habitat restoration areas
- k. Points of access, traffic circulation, and parking areas

6.2 Develop and Refine Alternative Conceptual Plan

- a. Following the completion of all subtasks, Consultant shall prepare three conceptual site plans. For each plan there may be up to several detailed drawings depicting elements such as traffic and circulation improvements, lake cross sections, visitor center, and

historic structure improvements. A narrative section will be prepared that describes the major elements for each plan. The conceptual plan may include specific design details such as simple schematic plan enlargements, sections and elevations as necessary to convey the design intent. This task shall require three internal working meetings to discuss site plan development and review interim work products. Consultant shall prepare 3 draft conceptual site plan alternatives for the purpose of facilitating community input on a range of master plan alternatives. The three draft conceptual site plans shall be presented at a community workshop (see Task 5).

1. Critical considerations should include:
 - i. Resource protection and management, including the consideration of the opportunities and constraints contained within the numerous conservation easements and pertinent regulation setting.
 - ii. Cultural and natural resource interpretation and programming capacity that utilizes innovative approaches towards connecting visitors with the unique prehistoric, historic, and natural resources.
 - iii. Access points, traffic loading, and the interconnection between proposed on-site facilities and required off-site improvements. Sub-consultants shall provide assistance on developing this element of the conceptual site plans, and assistance by conducting a transportation study and preparing travel demand forecasts based on each conceptual site plan alternative.
 - iv. Recreational opportunities at a highly sensitive site.
 - v. Sensitivity to the concerns of the parks neighbors.
 - vi. Site and program accessibility for people of all ages, abilities, and backgrounds.
 - vii. Business approach that addresses the cost and ease of operation and maintenance, revenue generation, and long term financial sustainability.
 2. The Consultant shall prepare an administrative draft preferred conceptual plan based on Regional Parks and the community's response from the presentation of three alternative site plans. This draft conceptual site plan shall describe the proposed improvements in enough detail to enable the preparation of a preliminary cost estimate, which the Consultant shall also provide. The conceptual plan may include specific design details such as simple schematic plan enlargements, sections and elevations as necessary to convey the design intent.
 3. After review of the administrative draft by Regional Parks, the Consultant shall prepare a draft conceptual site plan for public review.
 4. The Consultant shall prepare a final site plan that includes a detailed summary and description of the elements of the plan. It will also identify potential phases of development and preliminary cost estimates for design and construction of each phase. Deliverables include: Lake restoration memorandum, Administrative draft, draft and final Conceptual Master Plan, including interpretive plan, site plan, details and related written project description. Consultant shall provide six (6) hard copies, plus one (1) unbound copy and an electronic file of all versions. Final deliverable will include digital files of all text, graphics and maps (digital copy on compact disc compatible with Microsoft Word 2007, and ARC-GIS shape file format compatible with ARC-GIS 9.3 and AutoCAD 2009 or earlier).
- b. Integrating Cultural Resources.
1. Consultant and Sub-consultant team members with backgrounds in cultural landscapes, prehistoric, and historic resources shall work together closely to develop a comprehensive perspective on cultural resources. These team members will

determine how to integrate cultural resources into design and planning of the Properties' physical features and interpretive programs. This integrated approach will encompass:

- i. scientific data such as archaeological investigations that seek to explain site functions, periods of occupation, and settlement and subsistence patterns of the indigenous population (i.e., Coast Miwok/Southern Pomo).
 - ii. understanding of the cultural landscape as a whole and how each piece contributed to the overall picture, and the use of the Tolay Creek Ranch property.
 - iii. historical documentation and physical remnants of historic use to explain how the land has changed through time from prehistoric times to changes in stream channel alignments, plant and animal communities, and land use practices.
 - iv. technical assistance regarding identifying locations and process for reburial of human remains previously removed and/or disturbed at the site.
2. Using this approach to understand both the prehistoric and historic resources present, the Consultant and Sub-consultants will develop plans for archaeological resource management and protection, educational opportunities, and public access and interpretive plans. All planning will be conducted in close communication and consultation with the members of FIGR. Each step would be a collaborative effort to learn from the tribal members and most effectively communicate Native perspectives to the public, and to ensure that the archaeological resources are given the highest level of consideration based on their existing condition, potential for adverse effects, and the level of sensitivity concerning the presence of human remains and relationship to the tribe and their beliefs of sacred areas.
3. The Consultant and Sub-consultants will utilize research, documentation and analysis of historic resources completed as part of the Historic Structures and Cultural Landscape Report (HSR/CLR) to develop alternatives that take advantage of opportunities and constraints associated with the resources. Specifically, the significance and integrity analysis of the HSR/CLR will identify character-defining features as it identifies buildings, structures and landscape features that do not contribute to the historic character of the ranch.
4. The condition assessment will allow the team the ability to develop alternatives that accurately reflect the opportunities afforded by the current resources. Finally, the preservation treatment approach developed through the HSR/CLR will provide the Consultant Team guidance grounded in the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Integrating the findings from this report will ensure that the alternatives balance the protection of the site's historic resources with the need to integrate visitor services and interpretive functions into this setting.
5. Consultant and its Sub-consultants shall identify what is possible through the opportunities and constraints analysis. This information will be integrated with information on what the public and stakeholder desires. Finally, the Consultant will evaluate different park features in terms of what is realistic in terms of permitting requirements and limited budgets. During this process, constraints will also be identified in terms of regulatory requirements, such as compliance with the National Historic Preservation Act.

- c. Transportation Study: A transportation study shall be conducted to assist the Master Plan team in developing up to three draft conceptual site access and circulation plans for the overall Park Master Plan during this task.
1. Field Observations: Sub-consultant shall visit the park site and proposed entrances to observe traffic conditions and circulation patterns at the site and nearby roadways (Cannon Lane, Lakeville Road, Highway 116/Stage Gulch Road, and Highway 121). Sub-consultant shall observe vehicle, pedestrian, bicycle, and parking conditions approaching the site. Field observations will include sight lines at the two proposed entrances and intersections that are determined to need upgrading. Sub-consultant shall collect a seven day vehicle traffic count and speed survey at the two proposed entrances to the site (on Lakeville Road and Highway 121) if current Caltrans data is not already available to use to evaluate and validate the recommendations.
 2. Trip Generation: Sub-consultant shall provide initial guidance for offsite traffic improvements by bracketing the level of development early in the conceptual design process. Sub-consultant shall provide empirical vehicle trip generation and parking demand characteristics for three conceptual site plans based on the proposed amenities. Thresholds that trigger significant off-site development (i.e., new traffic signals, lane widening, etc.) will be identified during the iterative process to allow the Master Plan team to refine the plan such that it becomes self-mitigating in terms of number of trips being generated. The scope includes two iterations of the projected trip generation estimates under this task – one using an initial schedule of preferred on-site uses, and a second after the team has been able to review and refine the plan. The trip generation rates developed in this task will be used in the environmental impact report. For programmed uses, trip generation estimates will be based on forecasts of the proposed schedule and use intensity (i.e., number of participants or site users). Special event trip generation will use data collected from previous events. For passive uses, we will explore a variety of methods to determine the most appropriate trip estimating approach. Trip generation and parking demand forecasts will be prepared for both daily conditions and peak hours. Depending upon the Master Plan alternative, Sub-consultant shall estimate the percent of park attendees that use different modes of travel. For park attendees that drive, Sub-consultant shall use average vehicle occupancy (AVO) similar to the reported AVO in the Nation Household Transportation Survey for recreational trips. In addition, local data will be used to supplement available national standards. Institute of Traffic Engineers trip generation rates will also be considered
 3. Site Circulation Review: Sub-consultant will assist the project team in developing and refining the proposed site access alternatives to ensure that the preferred design options can accommodate the anticipated users and required emergency response. Sub-consultant will use our review of existing conditions during field reconnaissance, the new traffic and speed counts, the forecasted trip generation, a capacity assessment, County Fire Safe Road Standards, and engineering best practice. Sub-consultant will review the conceptual access plans to ensure appropriate access geometrics and traffic control, that appropriate sight distance is provided along the access roads to the park, that parking areas have sufficient area for vehicle maneuvers, and that pedestrian and bicycle access is maintained where appropriate. Sub-consultant shall review the intersections of Cannon Lane/Lakeville Road and the Highway 121 entrance to determine appropriate geometrics to accommodate the expected traffic at the intersection when the park is in full operation. Sub-consultant shall also briefly document the limitations of the non-public operations and

maintenance access points into the Park, including easements from Highway 121, Highway 116/Stage Gulch Road, and a second easement from Lakeville Road. Sub-consultant shall consider proposed changes to the surrounding roadway network in the circulation analysis, including proposed roadway widening and new bicycle facilities documented in the County's General Plan or Bicycle Master Plan.

4. Sub-consultant will prepare a brief memorandum summarizing thresholds for major new offsite road improvements, review of the three conceptual plans for proposed access points, vehicle trip generation and parking demand forecasts, and on-site circulation. Sub-consultant shall make recommendations that the Consultant can incorporate into the design of each of the three conceptual plans presented to the community. Sub-consultant shall document existing conditions, including pedestrian and vehicle volumes and speeds, and a summary of field observations.
 5. Based on Consultant's work with the project team, Consultant will produce up to two conceptual intersection designs for the significant off-site impacts to support the Park access, depicted graphically on existing plan view documents and photographs in order for the environmental. The graphics will include a visual illustration and brief text descriptions of recommended treatments and enhancements.
- d. Tolay Lake Restoration Element: Consultant shall use existing work to date as the starting point for the development and evaluation of restoration alternatives.
1. Supplement Inventory of Existing Water Control Facilities: Sub-consultant shall review existing information regarding the current drainage system (creeks, ditches, and berms). If necessary, and with prior approval by Regional Parks, Sub-consultant shall supplement this information with a small amount of additional field data potentially including key invert elevations and other design parameters that are not addressed in the existing data sets. This information will be used in developing restoration alternatives.
 2. Develop Goals for the Lake Restoration: Sub-consultant shall work with Regional Parks and its partners to develop goals for the restoration of the lake. The goals will include a range of factors such as: protection of cultural resources, types and amounts of habitat, target species, recreation and integration of public access, education, impacts on adjacent properties, and regional water rights. As part of this task Sub-consultant will produce a memorandum that will include site opportunities and constraints, technical information about the existing and potential restoration system components, and lake restoration goals to serve as a foundation for conceptual design. The finalized goals will serve as the basis for the evaluation of alternative restoration designs as part of the CEQA process.
 3. Develop Conceptual Design Alternatives for the Lake Restoration: Sub-consultant shall develop conceptual designs for a preferred project and up to 2 project alternatives for the restoration of the lake. The conceptual design shall include schematic grading plans and illustrative cross sections that will depict key features of the restoration. The conceptual design will be developed with sufficient detail to describe the project and project alternatives, identify potential impacts, and develop preliminary cost estimates. As part of this task Sub-consultant shall develop conceptual designs for any necessary water control structures including berms, inlet/outlet controls, underground drainage pipes, and surface drainage channels. As part of this task Sub-consultant shall prepare descriptive text that outlines the

program elements, facilities, and operational requirements for each alternative. This task includes time for up to 3 meetings with Regional Parks and its Partners to review the restoration alternatives.

- e. Prepare Interpretive Plan: The Sub-consultant shall develop a detailed Interpretive Plan, inclusive of an overarching interpretive theme, with direct tie-in to project's overall vision statement, which addresses the relationship and balance between cultural resources, agriculture, and natural resources. This interpretive framework will provide a coherent educational and recreational experience for the park visitor. This unified vision will also integrate FIGR's Native American cultural goals for the Tolay Lake Regional Park Master Plan with the public process, as well as existing goals and recommendations from conservation easements, grant deed restrictions, and other legal constraints. The Interpretive Plan shall include:
 1. Overarching interpretive theme (i.e., primary message)
 2. Supporting interpretive themes for interpretation throughout the project area
 3. Context for selection of themes
 4. Recommendations for specific media types for educational exhibits
 5. Recommendations for style / tone of exhibits, as well as interpretive approach and goals
 6. Identification of interpretive areas or "story zones" within the project area
 7. In addition, other topics to be addressed in the Interpretive Plan include:
 - i. Tolay Lake Restoration that addresses historic and contemporary Native American use, public use, and balanced with ecological goals.
 - ii. Programmatic design for a Visitor Center with an emphasis on natural and cultural resources and providing continuity from prehistoric times to the future. The Visitor Center may include elements such as: cultural curation facilities, display areas, indoor and outdoor gathering and demonstration areas, food preparation, teaching, and related food service areas, and meeting spaces.
 - iii. Siting and programmatic design for educational and ceremonial structures, such as roundhouses.
 - iv. Identifying where and how native cultivated and wild plants for basket weaving, medicine, food, and other purposes can be grown, accessed, interpreted, and harvested consistent with conservation goals. Demonstration areas may range from garden scale to landscape scale.

Task 7. RESOURCE MANAGEMENT PLAN

An extensive amount of studies for the Properties relating to resource management have been completed to date. Limited additional analysis is needed to integrate and update the resource management recommendations for the two properties into one Resource Management Plan (RMP). In addition, this task includes creating an applied resource management plan that can be easily implemented by park maintenance staff. The timing of preparing the RMP will likely overlap with development of the site plan and other tasks, as each component will inform the other.

The following approach will be used to complete this task:

7.1. Assimilate Available Materials: Several biological resources studies, property management studies, and related documents have been prepared by various consultants. Sub-consultant shall review these studies and incorporate and expand on them for development of the master plan, resource management plan, and preparation of the environmental document. Sub-consultant shall identify any deficiencies or additional studies that may be needed to support the project.

7.2. Field Survey: Sub-consultant will rely primarily on the several existing biological field surveys that have been conducted in the last five years. However, new limited surveys may be needed depending upon changes to the proposed park development vision, proposed restoration, and regulatory environment. This scope of work includes optional labor for 4 person days of field surveys that will address the following:

- a. Conduct and document necessary field surveys to address any regulatory requirements or support project goals.
- b. Provide the level of information sufficient to site park improvements, restoration, and mitigation to support analysis pursuant to the California Environmental Quality Act. Field surveys sufficient for permitting construction projects are not included.
- c. Biologists will briefly visit restoration, weed control, and agricultural sites to assess existing conditions.

7.3. Update Biological Resources Report: Sub-consultant shall prepare a revised Biological Resource Report that combines the two existing studies for each of the properties into one document. This will document the results of any additional research, analysis, and field surveys as it pertains to changes in regulatory issues and sensitive habitats in proximity to proposed development and restoration areas. It will include:

- a. Integration of biological and conservation resources goals, objectives, and analysis from both Tolay Lake Regional Park and Tolay Creek Ranch into a unified whole. Consultant shall facilitate one meeting with Regional Parks, the Land Trust, and the FIGR to reach agreement on biological resource and conservation goals and objectives. This meeting is included as part of the level of effort described in Task 6.
- b. Update the biological resource plan with additional analysis, addressing:
 1. Management changes in the last five years, including effects of modification to grazing patterns, lake-bed tilling, and hay farming practices; oak and riparian restoration sites; observations from invasive species management practices. Brief visits will be made to several of these areas in the field to verify interview findings.
 2. Analysis regarding the opportunities and approach for native grassland restoration, including any potential role of fire.
 3. Incorporation of cultural plants and cultural landscape within restoration planning.
- c. Address the regional ecological context and how it influences site restoration planning and design. The combined properties provide a rare connection between tidal habitats in San Pablo Bay and upland habitats in the southern Sonoma Mountains. A general overview of the following items will be addressed to discuss the important regional context of the Park:
 1. Briefly discuss the ecological role and habitat connectivity to surrounding areas including the Sonoma Mountains, Sonoma Baylands, and adjacent areas.

2. The regional context of the California Red Legged Frog will be discussed, and will consider available information from occurrence information and corridors on nearby properties, such as the Sears Point Restoration Project and Infineon Raceway. Sub-consultant shall supplement the available analysis to further enlighten restoration opportunities and provide for a more informed context for project permitting.
 3. Discuss the potential role of the properties to support adaptation to climate change. This discussion will focus on carbon sequestration opportunities associated with habitat restoration.
- d. Update the impacts discussion to reflect the Master Plan. Address the requirements of the California Environmental Quality Act (CEQA) associated with the analysis of Biological Resources, including but not limited to Appendix G of the State CEQA Guidelines. The Consultant shall provide the Master Plan preferred alternative in a GIS or AutoCAD format for the impact analysis exercise.
 - e. Update the mitigation section to reflect actions associated with the master plan.
 1. Quantify impacts to vegetation, wildlife, special-status species, and wetlands that could result from planned park improvements identified in the conceptual master plan.
 2. Include possible mitigation measures that could be incorporated to avoid and/or minimize identified impacts to biological resources.
 3. Discuss the opportunities and limitations of a "self-mitigating" project within the Federal and State regulatory environment. Restoration opportunities that may fully mitigate project impacts shall be discussed.
 - f. Update the Regulatory Setting to include any changes to the applicable federal, state, and local regulations and identify permits that may be required for proposed park improvements or restoration projects. This section will become part of the EIR section on biological resources.
 - g. Update the Management Guidelines and Restoration Recommendations to account for the proposed:
 - h. Activities and guidelines to manage the biological resources that currently exist within the property.
 - i. Areas that could benefit from restoration techniques, particularly in the areas of restoring moist grassland, seasonal and perennial wetlands, oak woodlands, and riparian woodlands. Reparation of erosional areas shall also be discussed.

7.4. Resource Management Plan: Consultant and Sub-consultant shall prepare a resource management plan (RMP) for the park that will be used to guide the conservation of the resource values of the land during development, as well as for the long term operation and management of the property. The RMP will be based on the conceptual site plan, Biological Resources Plan Update, conservation easements, other available resource studies, and interviews with park staff. A critical objective will be to condense the numerous complex resource management issues into a practical and simple adaptive management approach that field staff will be able to effectively utilize. In addition to the Biological Resources Report Update, the RMP shall contain:

- a. Management Goals, Objectives and Strategies: recommendations for the protection and enhancement of water resources, habitat quality, pathogen control, wildlife (including shelter, food and migration), vegetation (including invasive species management), and significant natural and cultural features. The format of the Taylor Mountain RMP will be

used as a template for this project. Consultant shall develop a single set of goals, objectives, and strategies, and Regional Parks and its partners shall request a single set of revisions before this RMP section is considered completed. Sub-consultant shall also develop detailed recommendations related to grazing, fire suppression, human use, environmental stewardship, and habitat enhancement opportunities and strategies.

- b. Operations and Maintenance: a detailed strategy, timeline and specifications for operations and maintenance during the construction period and post-construction that addresses the protection of sensitive habitats, species, and cultural resources. This portion of the RMP will be used by O&M staff to implement day-to-day resource management actions.
- c. Resource Monitoring: a monitoring plan that outlines methods for monitoring the status of resources, including native habitats, sensitive species, invasive plant populations, significant natural features and cultural resources. Include an adaptive management strategy for responding to impacts to resources. Based on the review of LSA reports such information is readily available in these documents as well as reports produced for the Taylor Mountain RMP.
- d. Prepare maps showing the combined properties for inclusion in the written report, updating the existing GIS data as necessary. It is assumed that existing GIS shape files will be provided. Maps shall include:
 - o Vegetation/plant communities
 - o Special-status species and sensitive habitats
 - o Wetlands (differentiating between Waters of the State and Waters of the U.S)
 - o Management guidelines and restoration recommendation areas
 - o Data used to develop maps in a format compatible with Arc-GIS 9.3
- e. Administrative Draft Report: Submit the Administrative Draft Report, one bound copy and one electronic file copy, for comment by Regional Parks. Regional Parks staff will review the document and return for revision, within two to three weeks of receipt.
- f. Final Report: Revise Administrative Draft Report based on comments received from Regional Parks. Consultant assumes Regional Parks will provide a single, consolidated set of comments from their staff as well as partner organizations. Final Report shall be completed within three weeks of receiving comments from the Regional Parks on the Administrative Draft. Submit one Final Report in hard-copy format, unbound, and on compact disc compatible with Microsoft Word 2007, and Arc-GIS shape file format compatible with Arc-GIS 9.3 and/or AutoCAD 2009.

Task 8. PREPARE MASTER PLAN

8.1 Prepare Master Plan. The Master Plan will incorporate all the work done to date and should include at a minimum the following sections:

- a. Introduction, with brief history of the property and project
- b. Purpose, goals, and objectives of the Master Plan
- c. Public participation process summary for pertinent components of the project
- d. Regulatory setting and policy framework that affect the property
- e. Conceptual site plan and 2 alternative plans

- f. Resource management plan
- g. Education and Interpretive Elements
- h. Trails plan
- i. Business, operations, and maintenance plan
- j. Cost estimate
- k. Implementation and phasing strategy, considering the impact of limitations on the amount of funding available for implementation.
- l. Appendices as needed.

8.2 Prepare Business, Operations, and Maintenance Plan. Prepare a Business, Operations and Maintenance Plan that identifies staffing, operations and maintenance activities and costs associated with the facilities, programming, and use level. Costs will be broken out into capital costs, operations, and maintenance costs. Revenue strategies appropriate for each facility and programming element will be identified.

Deliverables: Administrative draft, draft and final Master Plan. Consultant shall provide six (6) bound hard copies, one (1) unbound copy and an electronic file of all versions. Final deliverable will include digital files of all text, graphics and maps (digital copy on compact disc compatible with Microsoft Word 2007, and ARC-GIS shape file format compatible with ARC-GIS 9.3 and AutoCAD 2009 or earlier).

Task 9. PREPARE ENVIRONMENTAL DOCUMENT

The Consultant shall perform and complete environmental compliance in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines. The scope of work included below assumes that an EIR is the appropriate CEQA document.

9.1 Notice of Preparation & Project Description. Consultant shall prepare the Notice of Preparation and finalize the Project Description, as described below.

- a. Attend a site tour and meeting conducted by the County at which time additional background information related to the proposed project will be provided.
- b. Initiate additional discussions with the appropriate Responsible or Trustee Agencies.
- c. Conduct other field reviews and develop data gathering programs at the project site, as necessary.
- d. Consult with County staff as appropriate.
- e. Attend public meetings and prepare written summary of Public Hearing comments.
- f. Prepare project description based on Master Plan.
- g. Prepare, publish, and mail a Notice of Preparation (NOP) in a format provided by Regional Parks. County shall provide a mailing list. Since the determination has been made by the County Environmental Review Committee that an EIR is necessary to meet CEQA requirements, an Initial Study will not be completed for this task.

9.2 Public Scoping Meeting. Consultant shall conduct a public Scoping Meeting as determined by Regional Parks. In consultation with County, Consultant will prepare presentation materials for public meetings during the CEQA process.

9.3 Prepare Administrative Draft EIR. The Consultant shall prepare an Administrative Draft (ADEIR) that complies with State CEQA Guidelines and local CEQA procedures including Sonoma County Code Chapter 23A – Environmental Quality Act of 1970 Implementation. The Consultant must analyze the project objectively and address all significant environmental issues in the EIR. The EIR shall specifically address environmental concerns identified by the Responsible and Trustee agencies, County, and the public. The Consultant shall prepare all additional studies that may be needed in support of the CEQA document, including a traffic and hydrological study.

- a. **Traffic Study:** Sub-consultant shall prepare a stand-alone transportation impact study based on County of Sonoma Guidelines For Traffic Studies and any requirement Caltrans may have for EIR as described below:
 1. **Refine Trip Estimates and Finalize Scope of Work:** Sub-consultant shall refine the initial project trip estimates developed in previous tasks to reflect any change in project scope. The directions trips use to approach and depart from the site will be estimated based on existing travel patterns and relative locations of complementary land uses. The project-generated traffic will be assigned to the roadway system based on the directions of approach and departure discussed above and the anticipated locations of vehicular site access. The trip generation, trip distribution pattern and trip assignments will be submitted to County staff in an initial assumptions memo for review and approval. Refinements to these initial assumptions will be made based on County staff and Caltrans comments, and the list of study intersections may be modified based on these refinements.
 2. **Data Collection:** Sub-consultant shall collect available data for use in the analysis of existing and cumulative conditions. Data requirements for the study area are listed below.
 - i. Existing and planned roadway geometrics and traffic controls
 - ii. Existing PM peak and weekend mid-day peak traffic counts and daily roadway segment counts at identified locations
 - iii. Location of existing and planned bicycle, pedestrian, and equestrian facilities
 - iv. Project description including final preferred plan and proposed discretionary approvals
 3. **Existing Conditions:** For the existing conditions analysis, Sub-consultant shall analyze up to three intersections and three roadway segments as identified below. Upon study initiation, Sub-consultant shall consult with County staff to finalize the list of study locations.
 - i. **Intersections:**
 - a. Lakeville Road/Cannon Lane
 - b. Lakeville Road/SR 37
 - c. Highway 116/Stage Gulch Road
 - d. Highway 121/37 or 121/116
 - ii. **Roadway Segments:**
 - a. Lakeville Road north of Cannon Lane
 - b. Lakeville Road south of Cannon Lane
 - c. Cannon Lane

d. Highway 121

4. Sub-consultant shall use the analysis procedures contained in the County of Sonoma Guidelines for Traffic Studies, Sonoma County General Plan Circulation Element, Caltrans' Guide for the Preparation of Traffic Impact Studies, and the Highway Capacity Manual (HCM) (Transportation Research Board, 2000) for analyzing the study intersections. The analysis results will contain PM peak hour and weekend mid-day peak hour levels of service. Additionally, Sub-consultant shall qualitatively discuss seasonal variation in operating conditions and how they may relate to the calculated intersection and roadway analysis.
5. Sub-consultant shall evaluate the daily traffic volume on the applicable roadway segments. Sub-consultant shall use daily roadway capacity standards based on the County's roadway level of service standards in the adopted General Plan.
6. In addition to traffic operations, Sub-consultant shall identify the existing conditions of facilities and services related to transit, bicycling activity, pedestrian activity, and equestrian activity in the study area. Gaps in each system will be noted and will focus on connections to the project site.
7. Transportation Impact Analysis: The transportation impact analysis will include the following scenarios and address potential impacts to traffic operations, transit service, bicycle activity, and pedestrian activity.
 - i. Scenario 1: Existing Conditions - Existing volumes obtained from counts.
 - ii. Scenario 2: Project Conditions – Existing traffic volumes plus traffic generated by full use of the park as envisioned in the preferred Master Plan.
 - iii. Scenario 3: Cumulative No Project Conditions – Existing traffic volumes plus a growth factor, to account for future increases in “non-project” background traffic, would be used to estimate Cumulative peak hour volumes. The cumulative analysis method will be finalized in consultation with County staff.
 - iv. Scenario 4: Cumulative Plus Project Conditions - Cumulative No Project volumes plus traffic generated by the proposed project.
8. For the four analysis scenarios identified above, Sub-consultant shall analyze traffic operations for the study locations identified in Task 3. The analysis results will contain PM peak hour and weekend mid-day peak hour levels of service for intersections. Roadway segment operations will be based on projected daily traffic volumes and applicable County and Caltrans standards. In addition, Sub-consultant shall provide a discussion of the trip generation, distribution, and assignment assumptions used in the analysis. Impacts will be identified by comparing the analysis results to the significance criteria provided in the County General Plan or in other traffic studies. Where significant impacts are identified, we will propose mitigation measures to reduce impacts to a less-than-significant level where feasible. Each mitigation measure will identify the specific action necessary, responsibility for implementation, and expected level of significance after mitigation.
9. The potential impacts to transit, bicycling, pedestrians, and equestrians in the study area will be addressed by identifying how the potential project could impact existing or future facilities/conditions related to these travel modes. Sub-consultant shall also review the primary park access points to determine if appropriate queuing storage and sight distance would be provided based on adopted County and national standards. An alternatives analysis will also be conducted for up to two project

alternatives. This analysis will compare the alternatives and conclude whether the alternatives are likely to have impacts that would be worse than, similar to, or better than the proposed project.

10. Documentation: Sub-consultant shall prepare a stand-alone transportation impact analysis (TIA) report, which will include text, graphics, and tables to describe the potential impacts of the proposed project and corresponding mitigation measures. The purpose of the stand-alone TIA is to include all transportation issues, some of which are not appropriate for inclusion in the environmental document. This task includes an optional 16 staff hours to respond to comments on the draft TIA and up to 16 staff hours to respond to comments on the environmental document. Any comments requiring additional technical analysis or additional staff time beyond the number of hours budgeted will be considered additional services.
 11. Meetings: Sub-consultant shall attend one meeting with the project team plus one public hearing. Additional meetings or hearings will be attended on a time and materials basis, if requested.
- b. **Hydrologic Study:** Sub-consultant shall prepare a Hydrological Study to address lake restoration and water rights issues for the EIR as described here. Sub-consultant shall evaluate lake restoration alternatives using a water budget model appropriate for lake restoration and acceptable for state water rights to make predictions regarding the following important factors that will affect the design, and identify and determine the significance of adverse impact as required by CEQA: determine average and variations in water depths, which will determine the type of wetland habitat that can be created including open water areas; determine the footprint of the wetland(s); determine the probability and extent of flooding of the adjacent properties; determine the effects on water rights held by upstream and downstream neighbors; determine the range of volume of discharge from the wetlands, which will be used to evaluate potential adverse effects on the downstream channel. The following tasks are proposed in order to assist Regional Parks and its partners with identifying the best hydrologic design approach to meeting the design goals while analyzing and avoiding and/or mitigating any potential impacts that would prevent lake restoration, securing the necessary water rights, and ultimately project approval:
1. Identification of Conceptual Hydrologic Design to Meet Project Goals and Avoid Flooding and Habitat Impacts: Review existing project information and water rights application to understand project goals (restoration, recreation, fire protection, etc.), existing conditions and current proposed lake and creek diversion designs. The water budget will be used to understand the current proposed design and gauge whether it can avoid or mitigate adequately for potential impacts. If the current proposed design results in potentially immitigable impacts or it doesn't adequately meet all Project goals, this task allows for Consultant to make changes to the current design and/or provide other design options that may better avoid potential impacts and reduce maintenance requirements.
 2. Analyze Hydrologic Impacts: Determine the direct and cumulative hydrologic impacts to the Tolay Creek watershed and associated habitats for up to three conceptual designs.
 3. Determine existing volumes and rates of flows through site (using hydrologic, topographic, climate and soils data), and how these values would change as a result

of proposed diversions. Sub-consultant will assess proposed hydrologic designs, more specifically bypass flows and reservoir releases on channel forming flow and low flows, on select species of interest (including steelhead) and downstream riparian habitat.

4. Assess restoration alternatives in the context of SWRCB's Policy for Maintaining Instream Flows in Northern California Coastal Streams, including water availability calculations and channel maintenance flow calculations.
5. Assess potential flooding to adjacent property and ways to prevent or mitigate for those occurrences, if any.
6. Assess wildlife habitat benefit or detriment to changes in water surface height or extent in current wetland footprint.
7. Assess direct and cumulative effects on upstream and downstream water rights.
8. Analysis of adequate pipe, detention and/or diversion designs to determine whether there is sufficient capacity, freeboard and/or adequate outlet/discharge protection.

c. Mitigation Monitoring Plan

1. Impacts and mitigation measures must be clearly identified. Any proposed mitigation measures shall be drafted in the form of permit conditions that can be inserted into the County's standard "Conditions of Approval."
2. A Mitigation Monitoring Program shall also be included. This will consist of a separate list of all proposed mitigation measures. Each measure shall have a brief discussion of the monitoring required, listing the parties responsible for implementation and the time at which the measure must be implemented.
3. Consultant shall provide fifteen copies of the ADEIR and Mitigation Monitoring Plan. One copy shall be unbound and suitable for photocopying.

9.4 Prepare Revised Draft EIR Consultant shall prepare a revised Draft EIR as described below.

- a. County staff will provide one set of comments on the ADEIR and Mitigation Monitoring Plan. The Consultant shall revise the administrative draft as necessary and provide a copy for County staff to conduct a final administrative review. Once the final review has been completed and comments provided to the consultant, one screen check copy of the Draft EIR will be submitted for the County's review. Upon approval of the screen copy of the Draft EIR, the consultant shall print copies for distribution, as described below.
- b. Consultant will provide a .pdf version of the EIR, NOI, and all appendices for posting on the Regional Parks website. Consultant shall ensure that all deliverables provided and required under this agreement for web page publication and public use adhere to Section 508 Standards for Electronic and Information Technology Accessibility, 36 C.F.R. §1194, issued under Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)) (the "Section 508 Standards").

9.5 Public Hearings on Draft EIR Consultant shall attend hearings on Draft EIR

- a. The Planning Commission will hold a public hearing on the Draft EIR. The Consultant shall make key staff available at this hearing to present key parts of the environmental analysis and answer questions posed by the Commission. The County will provide an audio tape of the hearing proceedings, but will not provide a written transcript. At the close of the public review period, the Consultant will prepare a written summary of the relevant oral and written comments on the Draft EIR. County staff will receive all written comments and provide the Consultant with a copy of each. Once the Consultant's summary of the comments has been received by County staff, a meeting will be held to discuss the incorporation of comments and responses into the Final EIR.
- b. One unbound draft summary of hearing comments on the Draft EIR. One unbound final summary of hearing comments.

9.6 Prepare Admin Draft EIR and Response to Comments Respond to Comments and Prepare Administrative Final EIR

- a. The Consultant shall prepare written responses to all written comments on the Draft EIR and all verbal comments on the Draft EIR made at the public hearing. All comments received, either oral or written, must be responded to in the Final EIR. The Consultant shall prepare an administrative draft of the Final EIR, which shall consist of the written corrections to the Draft EIR, a summary of verbal comments received at hearings on the Draft EIR, responses to all the comments as required by the State CEQA Guidelines, and any appropriate revisions to the text of the Draft EIR. All written comments shall be numbered and all changes to the text of the Draft EIR and/or Mitigation Monitoring Plan shall be highlighted, and responses keyed to the appropriate comment numbers. Consultant shall respond to up to 100 unique comments submitted on the DEIR.
- b. Fifteen copies of the Administrative Final EIR and Mitigation Monitoring Plan. One copy shall be unbound and suitable for photocopying.

9.7 Prepare Final EIR Consultant shall prepare and distribute the Final EIR as described below.

- a. Regional Parks shall provide one set of comments on the Administrative Final EIR. The Consultant shall revise the administrative draft as necessary and prepare a Final EIR for distribution. The Consultant shall distribute the copies of the Final EIR.
- b. Consultant shall provide:
 - 1. One screen check copy of the Final EIR.
 - 2. Fifty copies of the Final EIR plus attachments, fifteen of which the Consultant shall deliver to the State Clearinghouse
 - 3. One unbound copy suitable for photocopying and
 - 4. 10 CDs in Adobe Acrobat .pdf formatting containing the Final EIR in MS Word 2007 for Windows format. pdf version of the EIR, NOI, and all appendices for posting on the Regional Parks website. Consultant shall ensure that all deliverables provided and required under this agreement for web page publication and public use adhere to Section 508 Standards for Electronic and Information Technology Accessibility, 36 C.F.R. §1194, issued under Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)) (the "Section 508 Standards").

9.8 Public Hearings on Final EIR Consultant shall attend the Public Hearings on the Final EIR and prepare documents as described below.

- a. The Planning Commission will hold one (1) hearing on the Final EIR and on the project. Following the Planning Commission hearing, the Board of Supervisors will hold a hearing to certify the EIR and make a decision on the project. The Consultant must provide key technical staff to attend the Planning Commission and Board of Supervisors hearing and respond to questions posed by the hearing body.
- b. Prepare a first draft, with County staff, of Planning Commission Resolution Findings Exhibits A, B and D.
- c. The Consultant shall prepare a draft of the Resolution findings prior to the Planning Commission hearing on the Final EIR and will be finalized following receipt of guidance from the Planning Commission. The selected consultant is expected to prepare the first draft of the following exhibits:
 1. Exhibit "A" Significant Impacts That Can Be Mitigated to a Less-Than-Significant-Level
 2. Exhibit "B" Significant Impacts That Cannot Be Fully Mitigated
 3. Exhibit "D" Alternatives

Task 10. PROJECT MANAGEMENT

10.1 Sub-consultant Project Management Sub-consultant shall coordinate with other team members, maintain quality control procedures, track task spending and budget, and maintain complete project documentation.

10.2 Project Management and Quality Control of Sub-Consultants Consultant shall coordinate with other team members, maintain quality control procedures, track spending and budget, and maintain complete project documentation. Consultant is responsible for project schedule, work plan, communications, team meetings, budget tracking of sub-consultants, status reports, document accuracy, and overall project coordination.

Exhibit C**Template #5**

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees.
- b. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers' Liability with limits of 1,000,000 per Accident; 1,000,000 Disease per employee; 1,000,000 Disease per policy.
- d. *Required Evidence of Coverage*:
 - i. Certificate of Insurance

If Consultant currently has no employees, Consultant agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
- b. Minimum Limits: 1,000,000 per Occurrence; 2,000,000 General Aggregate; 2,000,000 Products/Completed Operations Aggregate.
- c. Consultant shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention.
- d. County of Sonoma, its Officers, Agents and Employees and The State of California, its officers, agents and employees shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this agreement.
- e. The insurance provided to County, et al. additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between County and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.

h. *Required Evidence of Coverage:*

- i.** Copy of the additional insured endorsement or policy language granting additional insured status, and
- ii.** Certificate of Insurance.

3. Automobile Liability Insurance

- a.** Minimum Limits: \$1,000,000 combined single limit per accident.
- b.** Coverage shall apply to all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c.** Coverage shall apply to hired and non-owned autos.
- d. *Required Evidence of Coverage:***
 - i.** Certificate of Insurance.

4. Professional Liability Insurance

- a.** Minimum Limit: \$1,000,000.
- b.** Consultant shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention.
- c.** If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d.** Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. *Required Evidence of Coverage:***
 - i.** Certificate of Insurance.

5. Standards for Insurance Companies

Insurers shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a.** The Certificate of Insurance must include the following reference: Tolay Lake Regional Park Master Plan.
- b.** All required Evidence of Coverage shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Coverage on file with County for the required period of insurance.
- c.** The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, Regional Parks Department, 2300 County Center Drive, Suite 120A, Santa Rosa, CA 95403.
- d.** Required Evidence of Coverage shall be submitted for any renewal or

replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Consultant fails to maintain insurance coverage which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance coverage, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County



County of Sonoma Web Content Accessibility Questionnaire

County policy requires that all County websites and web-based applications must be accessible to staff members and members of the public with disabilities. For more information regarding the details of this policy, please see Web Accessibility Policy, published in the County of Sonoma’s Web Standards site (<http://webstandards.sonoma-county.org/content.aspx?sid=1014&id=1300>).

Standard	Source(s)	Response
<p>1. Rate the overall level of accessibility compliance of your website:</p> <ul style="list-style-type: none">a. Fully compliant – All pages and functionality meet or exceed the criteria delineated in Section 508 and WCAG 2.0 Level AA.b. Partially compliant – Some pages or functionality meet or exceed the criteria delineated in Section 508 and WCAG 2.0 Level AA while other areas of the site are only compliant to Section 508 and WCAG 2.0 Level A.c. Partially compliant – All pages and functionality are fully compliant with Section 508 and WCAG 2.0 Level A.d. Partially compliant – All pages and functionality are fully compliant with Section 508.e. Not compliant. <p>Fully Compliant Response(s): a</p>	<p>Section 508 WCAG 2.0</p>	<p>a</p>

EXHIBIT D

Standard	Source(s)	Response
<p>2. Does each non-text element on the page have a text equivalent via "alt" (alternative text attribute) or does the page otherwise include a meaningful description of the non-text element in the text accompanying the non-text element?</p> <p>a. Yes.</p> <p>b. Yes and no. Some non-text elements have meaningful text equivalents while others do not.</p> <p>c. No, none of the non-text elements have text equivalents.</p> <p>d. N/A. There are no non-text elements on the page.</p> <p>Fully Compliant Response(s): a, d</p>	<p>Section 508</p> <ul style="list-style-type: none"> • § 1194.22 (a) <p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.1 	<p>a</p>
<p>3. For any multimedia content, is text captioning provided for all audible output and audible output provided for all important visual information?</p> <p>a. Yes.</p> <p>b. Yes and no. Text captioning is not provided for audible output, but audio descriptions are provided for all important visual information.</p> <p>c. Yes and no. Audio descriptions are not provided for all important visual information, but text captioning is provided for audible output.</p> <p>d. No, neither is provided.</p> <p>e. N/A. There is no multimedia content on the page.</p> <p>Fully Compliant Response(s): a, e</p>	<p>Section 508</p> <ul style="list-style-type: none"> • § 1194.22 (b) <p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.1 • Guideline 1.2 	<p>a</p>

EXHIBIT D

Standard	Source(s)	Response
<p>4. Are all audio descriptions and text captions synchronized with their associated dynamic content?</p> <ul style="list-style-type: none"> a. Yes, text captioning for audible output and audible output for visual information is completely synchronized with changes in the dynamic content of the page. b. Yes and no. Text captioning is not completely synchronized with audible output as the dynamic content of the page changes or is not provided, but the audio descriptions are synchronized to the important visual information they describe. c. Yes and no. Audio descriptions are not synchronized to the important visual information they describe or they are not provided, but text captioning is synchronized with the audible output as the dynamic content of the page changes. d. No. Both are provided but neither is synchronized. e. N/A. There is no multimedia content on this page. <p>Fully Compliant Response(s): a, e</p>	<p>Section 508</p> <ul style="list-style-type: none"> • § 1194.22 (b) <p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.2 	<p>a</p>

EXHIBIT D

Standard	Source(s)	Response
<p>5. If any audio plays automatically for more than 3 seconds, is there a mechanism available to pause or stop the audio, or to control volume independently from the overall system volume?</p> <p>a. Yes, there is audio that automatically plays for more than 3 seconds and there is a mechanism available to control the volume of the audio without affecting the overall system volume.</p> <p>b. Yes, there is audio that automatically plays for more than 3 seconds and there is a mechanism available to pause or stop the audio.</p> <p>c. No. There is audio that automatically plays for more than 3 seconds but there is no mechanism to stop, pause or alter the volume without affecting the system volume.</p> <p>d. N/A. There is no automatic audio or the automatic audio plays for less than 3 seconds.</p> <p>Fully Compliant Response(s): a,b,d</p>	<p>WCAG 2.0</p> <ul style="list-style-type: none"> Guideline 1.4 	<p>a</p>

EXHIBIT D

Standard	Source(s)	Response
<p>6. Is every page capable of being understood and navigated even if users do not have the ability to identify specific colors or differentiate between colors?</p> <ul style="list-style-type: none"> a. Yes, any use of color as to imply meaning or information is easily understood without color and sufficient contrast has been applied to assist those that have difficulty differentiating or identifying individual colors. b. Yes, sufficient contrast has been applied to assist those that have difficulty differentiating or identifying individual colors. c. Yes, any use of color as to imply meaning or information is easily understood without color. d. No, the page does not use color appropriately. <p>Fully Compliant Response(s): a</p>	<p>Section 508</p> <ul style="list-style-type: none"> • § 1194.22 (c) <p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.4 	<p>a</p>
<p>7. If any page uses cascading style sheets (CSS)¹, is it viewable without style sheets (style sheets turned off, not supported by the browser, etc.)?</p> <ul style="list-style-type: none"> a. Yes. b. No. c. N/A. The page does not use cascading style sheets (CSS). <p>Fully Compliant Response(s): a,c</p>	<p>Section 508</p> <ul style="list-style-type: none"> • § 1194.22 (d) <p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.3 	<p>a</p>

¹ Cascading Style Sheets (CSS) can be associated a webpage in multiple ways: declared within the webpage, embedded via a separate file, or added dynamically via JavaScript.

EXHIBIT D

Standard	Source(s)	Response
<p>8. If any page uses cascading style sheets (CSS)¹, is it designed so that it does not interfere with style sheets set by the browser?</p> <ul style="list-style-type: none"> a. Yes, it works without interfering with style sheets set by the browser. b. No, it interferes with any style sheets that have been set by the browser. c. N/A. The page does not use cascading style sheets (CSS). <p>Fully Compliant Response(s): a,c</p>	<p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.3 	<p>a</p>
<p>9. If any page includes server-side image maps, are duplicate text links provided for all links within the server-side image maps?</p> <ul style="list-style-type: none"> a. Yes, each link in the server-side image maps is duplicated by a separate text link. b. Yes and no. Some of the links from the server-side image maps are duplicated in separate text links while others are not. c. No, redundant text links are not provided for any link from the server-side image maps. d. N/A. The page does not include any server-side image maps. <p>Fully Compliant Response(s): a,d</p>	<p>Section 508</p> <ul style="list-style-type: none"> • § 1194.22 (e) 	<p>a</p>

EXHIBIT D

Standard	Source(s)	Response
<p>10. If any page includes one or more client-side image maps, does each map region have a text equivalent via "alt" (alternative text attribute) or does the page otherwise include a meaningful description of the non-text element in the text accompanying it?</p> <ul style="list-style-type: none"> a. Yes. b. Yes and no. Some of the non-text elements associated with the image map(s) have text equivalents or a meaningful text description, while others do not. c. No. None of the non-text elements associated with the image map(s) have text equivalents or meaningful text descriptions. d. N/A. The page does not include any client-side image maps. <p>Fully Compliant Response(s): a,d</p>	<p>Section 508</p> <ul style="list-style-type: none"> • § 1194.22 (a) 	<p>a</p>
<p>11. If any page includes a simple table (single level of row/column headers), are the row/column headers identified?</p> <ul style="list-style-type: none"> a. Yes, all simple data tables have row/column headers identified and all non-data tables do not identify row/column headers. b. Yes and no. Some simple data tables exist but either the row or column header is not identified or some simple non-data tables exist but either the row or column header is identified. c. N/A. The page does not include simple tables. <p>Fully Compliant Response(s): a,c</p>	<p>Section 508</p> <ul style="list-style-type: none"> • § 1194.22 (g) 	<p>a</p>

EXHIBIT D

Standard	Source(s)	Response
<p>12. If any page includes a complex data table (2 or more logical levels of row or column headers), does each cell provide association with row and column headers?</p> <p>a. Yes, complex tables exist and each cell within the table includes identification of its row and column headers.</p> <p>b. No, complex tables exist, but some cells within the table fail to identify row and column headers.</p> <p>c. N/A. The page does not include complex data tables.</p> <p>Fully Compliant Response(s): a,c</p>	<p>Section 508</p> <ul style="list-style-type: none"> • § 1194.22 (h) 	<p>a</p>
<p>13. If the page uses frames, does each frame have a title that meaningfully describes it?</p> <p>a. Yes.</p> <p>b. No.</p> <p>c. N/A. The page does not use frames.</p> <p>Fully Compliant Response(s): a,c</p>	<p>Section 508</p> <ul style="list-style-type: none"> • § 1194.22 (i) 	<p>a</p>
<p>14. Does any page include content (such as applets or content requiring plug-ins) that may cause the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz?</p> <p>a. Yes.</p> <p>b. No.</p> <p>Fully Compliant Response(s): b</p>	<p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 2.3 	<p>b</p>

EXHIBIT D

Standard	Source(s)	Response
<p>15. If the page uses scripts, such as JavaScript or scripts in Macromedia Flash content, and if the scripts affect any content displayed to the user, is there equivalent text provided by the page or the script that is accessible to a screen reader?</p> <p>a. Yes. The page contains JavaScript or Macromedia Flash content that affects the content displayed to the user, but the page or script contains equivalent text that is accessible to a screen reader.</p> <p>b. No. While the page contains JavaScript or Macromedia Flash content that affects the content displayed to the user, neither the page nor the script contains equivalent text that is accessible to a screen reader.</p> <p>c. N/A. The page does not use JavaScript or Macromedia Flash content.</p> <p>Fully Compliant Response(s): a,c</p>	<p>Section 508</p> <ul style="list-style-type: none"> • § 1194.22 (a) <p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.1 • Guideline 1.2 	<p>a</p>
<p>16. If the web page uses applets, such as downloadable Java applets, does it also contain the same information and functionality in an accessible format?</p> <p>a. Yes, while the page uses applets, it contains the same information and functionality in an accessible format.</p> <p>b. No, although the page uses applets, it does not contain the same information and functionality in an accessible format.</p> <p>c. N/A. The page does not use any applets.</p> <p>Fully Compliant Response(s): a,c</p>	<p>Section 508</p> <ul style="list-style-type: none"> • § 1194.22 (a) <p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.1 • Guideline 1.2 	<p>a</p>

EXHIBIT D

Standard	Source(s)	Response
<p>17. Is every web page capable of full functionality via only the keyboard?</p> <p>a. Yes, all functionality of the content is operable through a keyboard interface and if focus can be shifted to a component via the keyboard, then keyboard interface can also be used to shift focus away from that component.</p> <p>b. No, some functionality is not operable via a keyboard interface alone.</p> <p>Fully Compliant Response(s): a</p>	<p>WCAG 2.0</p> <ul style="list-style-type: none">• Guideline 2.1	<p>a</p>

EXHIBIT D

Standard	Source(s)	Response
<p>18. Is every web page designed for maximum compatibility with the current and future user agents, including assistive technologies?</p> <p>a. Yes, content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features. For all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies.</p> <p>b. Yes and no, content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features.</p> <p>c. Yes and no, for all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies.</p> <p>d. No, some content or interface components do not comply with this guideline in at least one area.</p> <p>Fully Compliant Response(s): a</p>	<p>WCAG 2.0</p> <ul style="list-style-type: none"> Guideline 4.1 	<p>a</p>

Standard	Source(s)	Response
<p>19. If the page uses other programmatic objects (such as Flash, Shockwave, RealAudio, or RealVideo content), or otherwise requires the use of plug-ins or programmatic support for the browser, does the page include a link to the plug-in or programmatic item required for accessing the content of the page and is that plug-in or programmatic item itself accessible to people with disabilities?</p> <p>a. Yes, the page uses such programmatic objects and includes a link to the plug-ins or other items required for accessing the content of the page and those plug-ins or programmatic items are accessible to people with disabilities.</p> <p>b. Yes and no. While the page uses such programmatic objects and includes a link to the plug-ins or other items required for accessing the content of the page, those plug-ins or programmatic items are not accessible to people with disabilities.</p> <p>c. No, while the page uses such programmatic objects, it does not include a link to the plug-ins or other items required for accessing the content of the page.</p> <p>d. N/A. The page does not use such programmatic objects.</p> <p>Fully Compliant Response(s): a,d</p>	<p>Section 508</p> <ul style="list-style-type: none"> • § 1194.22 (m) 	<p>a</p>

EXHIBIT D

Standard	Source(s)	Response
<p>20. If the page includes links to .pdf (Adobe Acrobat's portable document format) files, were those .pdf files created in a way that is likely to maximize their accessibility for people with disabilities?</p> <p>a. Yes. While the page includes links to .pdf files, the files were converted from Microsoft Word or by scanning something into .pdf and then running them through an optical character recognition (OCR) process. The structure and tags of each document has been verified as accessible.</p> <p>b. No, the page includes links to .pdf files that were created by scanning files into .pdf and were not put through an OCR process.</p> <p>c. N/A. The page does not include any links to .pdf files.</p> <p>Fully Compliant Response(s): a,c</p>	<p>Section 508</p> <ul style="list-style-type: none"> • § 1194.22 (a) • § 1194.22 (c) • § 1194.22 (g) • § 1194.22 (h) • § 1194.22 (n) <p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.1 • Guideline 1.2 	<p>a</p>

EXHIBIT D

Standard	Source(s)	Response
<p>21. If the page includes one or more electronic forms that is designed for completion online, does each form permit users of assistive technology to access the information, field elements, and functionality required for completion and submission of the form including all directions and cues?</p> <p>a. Yes, the page contains one or more forms designed to be completed online. Each such form complies with all of the accessibility requirements that are the subject of this questionnaire and has been tested for usability by persons using assistive technologies.</p> <p>b. Yes, but... The page contains one or more forms designed to be completed online. While each such form complies with all of the accessibility requirements that are the subject of this questionnaire, one or more of them has not been tested for usability by persons using assistive technologies.</p> <p>c. Yes, but... The page contains one or more forms designed to be completed online. We have tested each of the forms using assistive technology, but we are not sure that each such form complies with all of the accessibility requirements that are the subject of this questionnaire.</p> <p>d. No. The page contains one or more forms designed to be completed online, but at least one of these forms is inaccessible to people with disabilities, at least in one respect.</p> <p>e. N/A. The page does not contain any forms designed to be completed online.</p> <p>Fully Compliant Response(s): a,e</p>	<p>Section 508</p> <ul style="list-style-type: none"> • § 1194.22 (n) 	<p>a</p>

EXHIBIT D

Standard	Source(s)	Response
<p>22. If any page contains one or more forms that is designed to be completed online but that is inaccessible to people with disabilities in some respect, does the page include an alternate accessible form or a link to an alternate accessible form?</p> <p>a. Yes. While the page contains one or more forms that is designed to be completed online but that is inaccessible to people with disabilities in some respect, the page includes an alternate accessible form or a link to an alternate accessible form.</p> <p>b. No. The page contains one or more forms designed to be completed online but that is inaccessible to people with disabilities in some respect and the page does not contain an alternate accessible form or a link to an alternate accessible form.</p> <p>c. N/A. The page does not include one or more forms that are designed to be completed online or it does include such forms, but they are accessible to people with disabilities in all respects.</p> <p>Fully Compliant Response(s): a,c</p>	<p>Section 508</p> <ul style="list-style-type: none"> • § 1194.22 (a) <p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.1 	<p>a</p>
<p>23. Are labels and instructions provided for all forms? If data validation occurs, are the errors identified and described in text?</p> <p>a. Yes.</p> <p>b. No.</p> <p>c. N/A. The page does not contain any forms designed to be completed online.</p> <p>Fully Compliant Response(s): a,c</p>	<p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 3.3 	<p>a</p>

EXHIBIT D

Standard	Source(s)	Response
<p>24. If any page includes navigational links to other web pages within the same website, is there a link allowing users of screen readers to skip over those links?</p> <p>a. Yes. b. No. c. N/A. The page does not contain any navigational links to other web pages within the same website.</p> <p>Fully Compliant Response(s): a,c</p>	<p>Section 508</p> <ul style="list-style-type: none"> • § 1194.22 (o) 	<p>a</p>
<p>25. Is the navigation designed to assist users in finding content and determine where they are (e.g. breadcrumbs)?</p> <p>a. Yes. b. No.</p> <p>Fully Compliant Response(s): a</p>	<p>WCAG 2.0</p> <ul style="list-style-type: none"> • 2.4 	<p>a</p>

EXHIBIT D

Standard	Source(s)	Response
<p>26. If any page requires users to respond within a fixed amount of time before the user is "timed out," is the user alerted that he or she will be timed out and given sufficient time to indicate that more time is required before actually being timed out?</p> <p>a. Yes.</p> <p>b. Yes and no. While the page warns users that they are about to be timed out, it does not give them an option to extend the length of time that the page will be kept open.</p> <p>c. No. The page will time out users but does not provide prior warning or the ability to extend the length of time it will be kept open.</p> <p>d. N/A. The page does not "time out" users, no matter how long a page is kept open.</p> <p>Fully Compliant Response(s): a,d</p>	<p>Section 508</p> <ul style="list-style-type: none"> • § 1194.22 (p) <p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.2 • Guideline 2.2 	<p>a</p>

EXHIBIT D

Standard	Source(s)	Response
<p>27. Taking into consideration your responses to the previous questions, if the reviewed page(s) likely contains barriers to access for people with disabilities, do you have an alternative text-only page that contains the same information and is updated as often as the reviewed page?</p> <p>a. Yes.</p> <p>b. Yes and no. While the page appears to contain barriers to access for people with disabilities and we have established a text-only alternate page, the text-only alternate page does not include the same information or is not updated as often as the reviewed page.</p> <p>c. No. While the page appears to contain barriers to access for people with disabilities, we do not have an alternate text-only page.</p> <p>d. N/A. The page does not appear to contain any barriers for people with disabilities, so we do not have an alternate text-only page.</p> <p>e. N/A. Even though the page does not appear to contain any barriers to access for people with disabilities, we still maintain an alternate text-only page that contains the same information and is updated as often as the reviewed page.</p> <p>Fully Compliant Response(s): a,d,e</p>	<p>Section 508</p> <ul style="list-style-type: none"> • § 1194.22 (a) <p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.1 	<p>a</p>

28. Test your page(s) for accessibility to persons with disabilities using assistive technology

- a. Describe the testing method and tools used.

Please see attached.

- b. Describe the results of this test.

NA (no site developed yet)

29. Describe the accessibility successes and challenges you identified during your evaluation and any plans you have for addressing any problems on these and similar pages within your website:

NA (no site developed yet)

Responses reviewed and approved by:

(Signature of department representative / Date)

References

1. Section 508 Standards (<http://www.section508.gov/index.cfm?fuseAction=stdsdoc#Web>)
2. WCAG Guidelines (<http://www.w3.org/TR/WCAG/#guidelines>)
3. County of Sonoma
 - a. Web Standards (<http://webstandards.sonoma-county.org>)
 - b. Accessibility Assistance (<http://webstandards.sonoma-county.org/content.aspx?sid=1014&id=1113>)

AMENDMENT #1 TO
AGREEMENT FOR PROFESSIONAL SERVICES

The following is an amendment to an Agreement for Professional Services between the COUNTY OF SONOMA, hereinafter "County" and Moore Iacofano Goltzman, Inc., hereinafter "Consultant".

WHEREAS, County and Consultant entered into an Agreement for Professional Services, on September 11, 2012, wherein Consultant is to prepare the Tolay Lake Regional Park Master Plan ("Agreement"); and

WHEREAS, due to the following five areas where out of scope items have surfaced since project initiation: groundwater availability, public outreach, conceptual site plans/lake restoration, environmental impact report/additional traffic counts and analysis, and project management, it is necessary for the Consultant to provide additional services in an amount not to exceed \$100,000, and to extend the term of the Agreement by nine months to December 11, 2015.

NOW THEREFORE, THE PARTIES HERETO agree to amend the Agreement as follows:

- I. Paragraph 1.1. Consultant's Specified Services shall be changed to read as follows:

"Consultant shall perform the services described in Exhibits "A" attached hereto and incorporated herein by this reference, and "A-1" attached to Amendment #1 to this Agreement (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibits "A" and "A-1" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibits "A" and "A-1," the provisions in the body of this Agreement shall control."

- II. Paragraph 2. Payment shall be changed to read as follows:

"For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibits "B" attached hereto and incorporated herein by this reference and "B-1" attached to Amendment #1 to this Agreement provided, however, that total payments to Consultant shall not exceed \$777,357.00 without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed. "

- III. Exhibits "A-1" & "B-1" attached to this Amendment are incorporated into the Agreement by this reference.

V. Paragraph 3. Term of Agreement shall be changed to read as follows:

“The term of this Agreement shall be from September 11, 2012 to December 11, 2015 unless terminated earlier in accordance with the provisions of Article 4 below.”

BE IT FURTHER AGREED that all other terms and conditions contained in the Agreement shall remain in full force and effect as though fully set forth herein.

CONSULTANT: MOORE IACOFANO
GOLTSMAN, INC.

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE ON FILE WITH AND
APPROVED AS TO SUBSTANCE FOR COUNTY:

By: Carolyn M Verheyen
Signature

CAROLYN M. VERHEYEN
Name

COO, PRINCIPAL
Title

11-20-14
Date

By: [Signature]
Department Head

11/24/14
Date

APPROVED AS TO FORM FOR COUNTY:

By: Dawn M Furdal
County Counsel

11/27/14
Date

By: [Signature]
Chair, Board of Supervisors

12/2/2014
Date

ATTEST:

[Signature]
Clerk of the Board of Supervisors

EXHIBIT A-1



MOORE IACOFANO GOLTSMAN, INC.

Memorandum

To: Steve Ehret, Sonoma County Regional Parks
From: Carolyn Verheyen and John Bass
Date: 8/4/2014
Re: Request for Funds for Tolay Lake Regional Park Master Plan

MIG is requesting additional funds to cover out of scope items that have surfaced since this project was initiated in September, 2012. There are five areas for which out of scope work has occurred.

Task 2: Groundwater availability. MIG coordinated the groundwater assessment and drilling completed by Kennedy-Jenks as a sub-consultant to MIG. Kennedy Jenks' initial well drilling effort did not yield groundwater. MIG and Kennedy Jenks' (KJ) scopes did not include additional groundwater drilling. However, since there was a budget surplus in Kennedy Jenks budget, MIG authorized KJ to conduct additional work on identifying alternate locations for well drilling. In order to drill for groundwater and develop a well, Kennedy Jenks is requesting additional funds. Authorizing this task is time critical since the extended drought in northern California is increasing demand for well drilling services. MIG is requesting \$40,000 to support additional drilling activities. This amount when added to Kennedy Jenks remaining budget will allow for drilling of up to four (4) 100-foot deep holes, and for constructing a well up to 200 feet in depth.

Task 5: Public Outreach. MIG has prepared for and conducted two community meetings, and provided "on-call" support for miscellaneous activities such as providing website updates, and providing materials for the Fall Festival. This task is over budget largely due to the time required to prepare for the two community meetings, and

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EXHIBIT A-1

8/4/14

unanticipated additional coordination time with the Federated Indians of Graton Rancheria (FIGR). During the preparation phase for the first meeting, MIG participated in multiple conference calls, at Regional Park's request, which were not anticipated nor budgeted when MIG negotiated a final budget for this project. MIG provided the unanticipated coordination time with the FIGR, a neighboring landowner's consultant, and representatives of various trail user groups. MIG is requesting \$18,000 to prepare for and complete one community meeting, including preparation of lake restoration renderings and drawings, which were not anticipated in the original scope and fee.

Task 6: Conceptual Site Plans/Lake Restoration. As part of this task several lake restoration design options have been developed, but there is uncertainty about the efficacy of those designs to support habitat restoration and biological protection goals, as well as the size and depth of the lake under various water year scenarios (wet, dry, critical dry years). As a result, MIG has added peer reviewers to our consultant team to determine if the current lake restoration designs meet the intended goals. MIG is sub-contracting with Clearwater Hydrology to analyze a hydrologic model intended to demonstrate lake size and depth. We are also sub-contracting with Peter Baye, an aquatic ecologist, to determine if the existing lake restoration designs meet biological resource protection and habitat restoration goals. Labor for peer reviewers for the lake restoration designs and water budget model were not anticipated when MIG prepared the final scope of work and fee for this project. MIG is requesting \$9,000 to cover costs for the peer reviewers' work.

Task 9: EIR/Additional Traffic Counts and Analysis. Based on a meeting with Regional Parks and the Department of Public Works, MIG's traffic sub-consultant Fehr and Peers will need to conduct additional traffic counts and analysis for the proposed southern entrance to the Park. Fehr and Peers' original scope included traffic counts and analysis for three intersections, and counts have already been conducted at three intersections for the Cannon Lane entrance to the Park. The cost for completing this additional work is \$12,000.

Task 10: Project Management. The original schedule for this project was to complete the Park Master Plan in 42 weeks. The project has been on-going for 88 weeks. Moreover, the contract for this project is for 30 months, beginning on September 11, 2012. The 30 month period was intended to cover completion of the Master Plan, completion of a certified Final Environmental Impact Report (FEIR), and any additional time required to defend the FEIR should litigation occur. MIG is now anticipating the Master Plan to be completed in November, 2014, and the FEIR to be completed in November, 2015. This does not include any time for possible subsequent litigation. MIG is requesting \$21,000 for funds needed to manage the project for the next 10 months.

EXHIBIT A-1

8/4/14

In summary, MIG has completed all items requested by Regional Parks. We are requesting a total amount of \$100,000 to cover labor associated with the above-referenced out of scope items, and have agreed to give Regional Parks a total credit of \$25,000 on future invoices. We have regularly documented changes in scope and budget status by task in our monthly progress reports. Please let us know if you have questions about this request for additional funds. We sincerely appreciate the successful collaboration on the project thus far.

EXHIBIT B - BUDGET

	MIG, Inc.												Subconsultants											MIG Totals	ARG	WRA	Kennedy Jenks	Fall Creek	BKF	Fehr & Peers	Loki Interpretive	Garcia & Assoc.	Sub Totals	Direct Costs	Professional Fees Totals	
	C. Verheyen Principal-in-Charge	J. Baas Project Manager	J. Chaplick Outreach Task Leader	P. Fragua Cultural Specialist	L. Matthews Cultural Res. Planner	R. Melnick Hist. Landscape	R. Pendro Sr. Env. Planner	L. Wight Sr. Landscape Architect	MIG staff Bilingual Outreach	GIS and Graphics Project	Hrs@ \$200	Hrs@ \$175	Hrs@ \$150	Hrs@ \$125	Hrs@ \$110	Hrs@ \$130	Hrs@ \$150	Hrs@ \$130	Hrs@ \$90	Hrs@ \$85																
	Hrs@	\$200	Hrs@	\$175	Hrs@	\$150	Hrs@	\$125	Hrs@	\$110	Hrs@	\$130	Hrs@	\$150	Hrs@	\$130	Hrs@	\$90	Hrs@	\$85																
Task 1: Site and Site Assessment Materials																																				
1.1	Assimilate site and site assessment information	4	\$800	8	\$1,400		\$0		\$0	16	\$1,760		\$0		8	\$1,200	12	\$1,560		\$0	12	\$1,020	60	\$7,740	\$1,474	\$2,850	\$1,200			\$1,200		\$6,724	\$200	\$14,664		
1.2	Identify additional field studies		\$0	8	\$1,400		\$0		\$0		\$0		\$0			\$0		\$0		\$0	8	\$1,400		\$0						\$0		\$1,400		\$1,400		
	Subtotal	4	\$800	16	\$2,800	0	\$0	0	\$0	16	\$1,760	0	\$0	8	\$1,200	12	\$1,560	0	\$0	12	\$1,020	68	\$9,140	\$1,474	\$2,850	\$1,200	\$0	\$0	\$1,200	\$0	\$6,724	\$200	\$16,064			
Task 2: Historic Structure Report																																				
2.1	Structural Integrity Assessment		\$0	4	\$700		\$0		\$0	32	\$3,520		\$0			\$0		\$0		\$0	24	\$2,040	60	\$6,260	\$67,000					\$67,000		\$73,260		\$1,400		
2.2	Final Report		\$0	8	\$1,400		\$0		\$0		\$0		\$0			\$0		\$0		\$0	8	\$1,400		\$0						\$0		\$1,400		\$1,400		
	Subtotal	0	\$0	12	\$2,100	0	\$0	0	\$0	32	\$3,520	0	\$0	0	\$0	0	\$0	0	\$0	24	\$2,040	68	\$7,660	\$67,000	\$0	\$0	\$0	\$0	\$0	\$0	\$67,000	\$0	\$74,660		\$1,400	
Task 3: Groundwater Availability																																				
3.1	Compile data and site reconnaissance		\$0	4	\$700		\$0		\$0		\$0		\$0			\$0		\$0		\$0	4	\$700		\$0					\$5,120		\$5,120		\$5,820			
3.2	Install 1 shallow well (max depth 175 ft)		\$0		\$0		\$0		\$0		\$0		\$0			\$0		\$0		\$0	0	\$0		\$0							\$0		\$0			
3.2	Install test well in fractured aquifer		\$0		\$0		\$0		\$0		\$0		\$0			\$0		\$0		\$0	0	\$0		\$0						\$17,700		\$17,700		\$17,700		
3.3	Conduct hydrogeologic evaluation		\$0	4	\$700		\$0		\$0		\$0		\$0			\$0		\$0		\$0	4	\$700		\$0					\$34,180		\$34,180		\$34,880			
3.4	Provide technical memorandum		\$0	4	\$700		\$0		\$0		\$0		\$0			\$0		\$0		\$0	4	\$700		\$0						\$0		\$700		\$700		
	Subtotal	0	\$0	12	\$2,100	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	24	\$2,040	68	\$7,660	\$67,000	\$0	\$0	\$57,000	\$0	\$0	\$0	\$0	\$57,000	\$0	\$59,100		
Task 4: Cultural Resource Work																																				
4.1	Complete primary record documentation		\$0	0	\$0		\$0	0	\$0	0	\$0		\$0			\$0		\$0		\$0	0	\$0		\$0						\$0	\$0		\$0			
4.2	Review and update primary record for CA-SON-383		\$0		\$0		\$0		\$0		\$0		\$0			\$0		\$0		\$0	0	\$0		\$0						\$0	\$0		\$0			
	Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Task 4: Waste Disposal Options																																				
4.1	Fieldwork		\$0	2	\$350		\$0		\$0		\$0		\$0			\$0		\$0		\$0	2	\$350		\$0						\$6,880		\$6,880		\$7,230		
4.2	Prepare waste option report		\$0	6	\$1,050		\$0		\$0		\$0		\$0			\$0		\$0		\$0	6	\$1,050		\$0						\$7,480		\$7,480		\$8,530		
4.3	Prepare Preliminary Waste Disposal Plan		\$0	4	\$700		\$0		\$0		\$0		\$0			\$0		\$0		\$0	4	\$700		\$0						\$6,260		\$6,260		\$6,960		
	Subtotal	0	\$0	12	\$2,100	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	12	\$2,100	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,620	\$0	\$12,620	\$0	\$22,720	
Task 5: Public Outreach and Participation Process																																				
5.1	Develop Outreach and Engagement Plan	2	\$400	2	\$350	6	\$900	2	\$250		\$0		\$0			\$0		\$0		\$0	12	\$1,900		\$0						\$0	\$0		\$1,900		\$1,900	
5.2	Conduct stakeholder interviews (10)	15	\$3,200	8	\$1,400	8	\$1,200	4	\$500		\$0		\$0			\$0		\$0		\$0	24	\$2,040	60	\$8,340						\$0	\$200		\$8,540		\$8,540	
5.3	Develop project outreach templates	0	\$0	2	\$350	8	\$1,200	2	\$250		\$0		\$0			\$0		\$0		\$0	16	\$1,360	28	\$3,160						\$0	\$0		\$3,160		\$3,160	
5.4	Develop bi-lingual and ADA outreach materials	0	\$0	2	\$350	2	\$300		\$0		\$0		\$0			\$0		\$0		\$0	16	\$1,360	20	\$2,010						\$0	\$300		\$2,310		\$2,310	
5.5	Conduct partner meetings (6) and focus groups (3)	18	\$3,600	16	\$2,800	12	\$1,800	8	\$1,000		\$0		\$0			\$0		\$0		\$0	54	\$9,200		\$0						\$0	\$800		\$10,000		\$10,000	
5.6	Conduct community workshops (3)	9	\$1,800	9	\$1,575	16	\$2,400	6	\$750		\$0		\$0			\$0		\$0		\$0	6	\$780	12	\$1,080						\$1,200	\$1,000		\$10,585		\$10,585	
5.7	Convene web based meetings (eliminated)		\$0	0	\$0		\$0		\$0		\$0		\$0			\$0		\$0		\$0	0	\$0		\$0						\$0	\$0		\$0			
5.7	Provide outreach support and materials	0	\$0	4	\$700	16	\$2,400	8	\$1,000		\$0		\$0			\$0		\$0		\$0	8	\$680	36	\$4,780						\$0	\$600		\$5,380		\$5,380	
5.8	Convey messages through social media	0	\$0	0	\$0		\$0		\$0		\$0		\$0			\$0		\$0		\$0	0	\$0		\$0					\$0	\$0		\$0		\$0		
5.10	Leverage existing outreach activities		\$0	0	\$0		\$0		\$0		\$0		\$0			\$0		\$0		\$0	0	\$0		\$0					\$0	\$0		\$0		\$0		
	Subtotal	45	\$9,000	43	\$7,525	68	\$10,200	30	\$3,750	0	\$0	0	\$0	6	\$780	12	\$1,080	64	\$5,440	268	\$37,775	\$0	\$1,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200	\$2,900	\$41,875		\$41,875
Task 6: Conceptual Site Plans																																				
6.1	Conduct opportunities and constraints analysis	4	\$800	24	\$4,200	16	\$2,400	24	\$3,000	24	\$2,640		\$0			\$0		\$0		\$0	60	\$7,800		\$0						\$4,600		\$9,600		\$34,660		
6.2	Integrating cultural resources		\$0		\$0		\$0		\$0		\$0		\$0			\$0		\$0		\$0	0	\$0		\$0						\$0	\$0		\$0			
6.3	Iterative process for alternatives development		\$0		\$0		\$0		\$0		\$0		\$0			\$0		\$0		\$0	0	\$0		\$0						\$0	\$0		\$0			
6.2	Develop and Refine Alternative Conceptual Plan Alternatives		\$0	52	\$9,100		\$0		\$0		\$0		\$0			\$0		\$0		\$0	56	\$7,280		\$0						\$108	\$16,380		\$108,642		\$150,572	
	Subtotal	4	\$800	76	\$13,300	16	\$2,400	24	\$3,000	24	\$2,640	0	\$0	0	\$0	116	\$15,080	0	\$0	50	\$4,250	310	\$41,470	\$0	\$108,642	\$0	\$0	\$18,600	\$6,550	\$13,000	\$0	\$143,792	\$0	\$185,262		
Task 7: Resource Management Plan																																				
7.1	Assimilate available materials		\$0	20	\$3,500		\$0		\$0	16	\$1,760		\$0			\$0		\$0		\$0	36	\$5,260		\$0						\$0	\$0		\$5,260		\$5,260	
7.2	Conduct field surveys		\$0	16	\$2,800		\$0		\$0		\$0		\$0			\$0		\$0		\$0	16	\$2,800		\$10,200						\$10,200	\$400	\$11,400		\$11,400		
7.3	Update biological resources report		\$0	8	\$1,400		\$0		\$0		\$0		\$0			\$0		\$0		\$0	8	\$1,400		\$7,500						\$7,500		\$8,900		\$8,900		
7.4	Prepare Resource Management Plan document		\$0	60	\$10,500		\$0	8	\$1,000	24	\$2,640	16	\$2,080			\$0		\$0		\$0	108	\$16,220		\$10,400						\$10,400	\$200	\$26,820		\$26,820		
	Subtotal	0	\$0	104	\$18,200	0	\$0	8	\$1,000	40	\$4,400	16	\$2,080	0	\$0	0	\$0	0	\$0	168	\$25,680	\$0	\$28,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28,100	\$600	\$54,380		\$54,380	
Task 8: Master Plan																																				
8.1	Prepare Master Plan	4	\$800	76	\$13,300	16	\$2,400	16	\$2,000	32	\$3,520	12	\$1,560	12	\$1,800	40	\$5,200		\$0	96	\$8,160	304	\$38,740							\$6,622		\$6,622	\$400	\$45,762		
8.2	Education and Interpretation elements		\$0		\$0		\$0		\$0		\$0		\$0			\$0		\$0		\$0	0	\$0		\$0						\$0	\$0		\$0			
8.3	Trails plan		\$0		\$0		\$0		\$0		\$0		\$0			\$0		\$0		\$0	0	\$0		\$0						\$0	\$0		\$0			
8.2	Prepare Business and operations plan	12	\$2,400	32	\$5,600		\$0		\$0		\$0		\$0			\$0		\$0		\$0	44	\$8,000		\$0						\$0	\$0		\$8,000		\$8,000	
8.5	Implementation plan		\$0		\$0		\$0		\$0	</																										

Exhibit B-1: final budget

	MIG, Inc.													Subconsultants										MIG Totals	ARG	WRA	Kennedy Jenks	Fall Creek	BKF	Fehr & Peers	Loki Interpretive	Garcia & Assoc.	MKM	Sub Totals	Direct Costs	Professional Fees Totals									
	C. Verheyen Principal-in-Charge		J. Baas Project Manager		J. Chaplick Outreach Task Leader		P. Fragua Cultural Specialist		L. Matthews Cultural Res. Planner		R. Melnick Hist. Landscape Architect		R. Pendro Sr. Env. Planner		L. Wight Sr. Landscape Architect		MIG staff Bilingual Outreach Expert		GIS and Graphics Project Associates		ARG	WRA	Kennedy Jenks														Fall Creek	BKF	Fehr & Peers	Loki Interpretive	Garcia & Assoc.	MKM	Sub Totals	Direct Costs	Professional Fees Totals
	Hrs@	\$200	Hrs@	\$175	Hrs@	\$150	Hrs@	\$120	Hrs@	\$110	Hrs@	\$130	Hrs@	\$150	Hrs@	\$130	Hrs@	\$90	Hrs@	\$85																									
Task 1: Site and Site Assessment Materials																																													
1.1		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
1.2		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
	Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0										
Task 2: Historic Structure Report																																													
2.1		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
2.2		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
	Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0										
Task 3: Groundwater Availability																																													
3.1		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
3.2		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$40,000		\$0		\$0		\$0		\$0		\$0		\$0											
3.3		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
3.4		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
	Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$0	\$40,000									
Task 4: Waste Disposal Options																																													
4.1		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
4.2		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
4.3		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
	Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0										
Task 5: Public Outreach and Participation Process																																													
5.1		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
5.2		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
5.3		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
5.4		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
5.5		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
5.6	16	\$3,200	32	\$5,600	0	\$0	10	\$1,100	0	\$0	10	\$1,500	0	\$0	40	\$3,600	30	\$2,550	138	\$17,550		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$450	\$18,000									
5.7	0	\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
	Subtotal	16	\$3,200	32	\$5,600	0	\$0	10	\$1,100	0	\$0	10	\$1,500	0	\$0	40	\$3,600	30	\$2,550	138	\$17,550	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450	\$18,000									
Task 6: Conceptual Site Plans																																													
6.1		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
6.2		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$400	\$9,000									
	Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	40	\$3,600	30	\$2,550	138	\$17,550	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400	\$9,000										
Task 7: Resource Management Plan																																													
7.1		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
7.2		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
7.3		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
7.4		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
	Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0										
Task 8: Master Plan																																													
8.1		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
8.2		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
	Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0										
Task 9: Environmental Document																																													
9.1		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
9.2		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
9.3		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
9.4		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
9.5		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
9.6		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
9.7		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
9.8		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0											
	Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,000										
Task 10: Project Management																																													
10.1		\$0	80	\$14,000		\$0	60	\$6,600		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$400	\$21,000									
	Subtotal	0	\$0	80	\$14,000	0	\$0	60	\$6,600	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400	\$21,000									
SUBTOTAL	16	\$3,200	112	\$19,600	0	\$0	70	\$7,700	0	\$0	10	\$1,500	40	\$5,200	40	\$3,600	166	\$14,110	454	\$54,910	\$0	\$40,000.00	\$0.00	\$0.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52,000	\$1,250	\$100,000										
10.2 Project Administration and Quality Control at 5%	16	\$3,200	112	\$19,600	0	\$0	70	\$7,700	0	\$0	10	\$1,500	40	\$5,200	40	\$3,600																													

BOS Original
item #19
8-16-16
Regional Parks

AMENDMENT #2 TO
AGREEMENT FOR PROFESSIONAL SERVICES

The following is an amendment to an Agreement for Professional Services between the COUNTY OF SONOMA, hereinafter "County" and Moore Iacofano Goltsman, Inc., hereinafter "Consultant".

WHEREAS, County and Consultant entered into an Agreement for Professional Services, on September 11, 2012, wherein Consultant is to prepare the Tolay Lake Regional Park Master Plan ("Agreement"); and

WHEREAS, due to the following five areas where out of scope items have surfaced since project initiation: cultural resource update and analysis, stakeholder coordination, air quality and green house gas emissions modeling, lake flood modeling studies, and project management, it is necessary for the Consultant to provide additional services in an amount not to exceed \$105,800, and to extend the term of the Agreement by fifteen months to March 11, 2017.

NOW THEREFORE, THE PARTIES HERETO agree to amend the Agreement as follows:

- I. Paragraph 1.1. Consultant's Specified Services shall be changed to read as follows:

"Consultant shall perform the services described in Exhibits "A" attached hereto and incorporated herein by this reference, and "A-2" attached to Amendment #2 to this Agreement (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibits "A" and "A-2" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibits "A" and "A-2," the provisions in the body of this Agreement shall control."

- II. Paragraph 2. Payment shall be changed to read as follows:

"For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibits "B" attached hereto and incorporated herein by this reference and "A-2" attached to Amendment #2 to this Agreement provided, however, that total payments to Consultant shall not exceed \$883,157 without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed. "

- III. Exhibit "A-2." attached to this Amendment is incorporated into the Agreement by this reference.

V. Paragraph 3. Term of Agreement shall be changed to read as follows:

“The term of this Agreement shall be from September 11, 2012 to March 11, 2017 unless terminated earlier in accordance with the provisions of Article 4 below.”

BE IT FURTHER AGREED that all other terms and conditions contained in the Agreement shall remain in full force and effect as though fully set forth herein.

CONSULTANT: MOORE IACOFANO
GOLTSMAN, INC.

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE ON FILE WITH AND
APPROVED AS TO SUBSTANCE FOR COUNTY:

By: Carolyn M. Verheyen
Signature
CAROLYN M. VERHEYEN
Name
COO
Title
8-11-16
Date

By: [Signature]
Department Head
8/12/16
Date

APPROVED AS TO FORM FOR COUNTY:

By: [Signature]
County Counsel
8/12/16
Date

By: [Signature]
Chair, Board of Supervisors
August 16, 2016
Date

ATTEST: Veronica A. Ferguson
by Roxanne Epstein
Clerk of the Board of Supervisors

EXHIBIT A-2

8/4/14

Tolay Lake Regional Park Master Plan Amendment #2 Cost Summary

There are five areas where additional studies are needed or out of scope services have occurred. Moore Iacofano Goltsman, Inc. (MIG) has requested additional time and funds for out of scope work.

Task 5: Public Outreach and Participation Process. Regional Park's staff and the Tolay Lake restoration lead (WRA sub-consultant) prepared and met with an upstream neighbor and their planning consultant to further address technical questions regarding possible property impacts with the lake restoration plan. And the park's sensitive cultural resources necessitated the need for extensive additional meetings and time outside the original contract scope to communicate and coordinate the Master Plan with the Federated Indians of Graton Rancheria (FIGR). The strong working relationship between FIGR and Parks is an asset to the process of negotiating public recreation within a culturally sensitive site in a demanding regulatory framework. The sensitivity of the site and the complexity of the project have necessarily accumulated meetings and additional time to develop a unified vision of the Master Plan with FIGR, our project partner. The effect of this coordination is that MIG has spent and will spend additional time on this task, and requires an additional \$13,300.

Task 9: Environmental Document. The project site has a wealth of accumulated, vast sensitive cultural resources. Many studies have been conducted on these resources in the last ten years including extensive fieldwork with specialized equipment and time intensive excavations completed by an archeological doctoral student at University of California Berkeley and FIGR member, Peter Nelson. The MIG sub-consultant GANDA is seeking additional funds to update the existing studies with Mr. Nelson's recent far-reaching discoveries to accurately document resources and carefully assess impacts as required by an EIR. In addition, developing mitigations and protocols for prehistoric resource management and protection is requiring additional consultation time. Parks recognizes the tremendous value of cultural resources and the difficult coordination of the sub-consultant to preserve the sites' cultural resources consistent with tribal values while supporting public access. The additional cost for this work is \$20,000.

Air quality and green house gas emissions modeling was not included in the original contract scope. In the several years of master plan development the industry's best practice standards for projects such as this has evolved to prepare general emissions calculations based on increased vehicle trips in the Draft EIR. The Sonoma County Permit Resources and Management Department (PRMD) recommended completing the general emissions modeling. The additional cost for this study is \$6,000.

Although Tolay Lake is estimated to be less than half its historical size, when it fills in a typical winter it inundates 5 private properties beyond the park. Several of these property owners are concerned that the preferred lake restoration design could cause the waters of Tolay Lake to persist on their property later in the spring than has been the pattern in recent winters. The preferred lake restoration design proposes the

EXHIBIT A-2

8/4/14

modification and reduction of manmade berms that impound the water to allow a more dynamic hydrology that encourages native plants and reduces invasive plants. It is anticipated that modification will actually reduce the persistence of Tolay Lake on upstream properties. The water budget modeling that has been completed to date has guided the design to maximize ecological benefits, however it is not able to quantify the potential patterns of flooding. The EIR will need a completed HEC/RAS (Hydrologic Engineering Center River Analysis System) modeling to thoroughly evaluate the hydrologic performance of the preferred lake restoration design under various storm scenarios. The additional cost for the HEC/RAS modeling field studies and analysis is \$38,000.

Task 10: Project Management.

The complexity and sensitivity of the Master Plan and EIR has led to project delays and additional project management time. Additional project management time is required to complete the necessary studies and respectfully and thoughtfully communicate and coordinate with project neighbors and stakeholders. MIG is requesting reimbursement for approximately 50% of funds to address the cost associated with this task. The additional funds needed to amend the contract for project completion is \$28,500.

In summary additional funds in the amount of \$105,800 is needed to complete final additional project studies and analysis to complete the Master Plan and Environmental Impact Report (EIR) for Tolay Lake Regional Park. With additional funds the Master Plan and EIR is on schedule to be released for public review October 2016 and to be presented to the Board of Supervisors for approval in February 2017.



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 14
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 3, 2018

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Johannes J. Hoevertsz, 707-565-2231

Supervisorial District(s):

First, Second, Fourth, and Fifth

Title: 2017-18 Pavement Preservation Program – Chip Seals and Overlays, C17051 for 15.19 miles of resurfacing.

Recommended Actions:

- A. Approve the plans and specifications for the 2017-18 Pavement Preservation Program – Chip Seals and Overlays project, C17051, which will improve the condition of 15.19 miles of County roads for motorists and cyclists.
- B. Award contract to low bidder, Ghilotti Construction Company, in the amount of \$4,911,973.77 including 10% for construction contingency and authorize the Chair to execute construction contract C17051.

Executive Summary:

This project is part of the on-going effort of the County Board of Supervisors to address the road rehabilitation and preservation needs of the County Road system. Since 2012, the Board has allocated a total of \$67.4 Million in ongoing general fund and one-time dollars and programmed those funds to resurface a total of approximately 300 miles of road. As of the summer of 2017, 260.49 miles of roads have been completed and if approved, work completed under this contract will add another 15.19 completed miles of roads repaired. The remaining 23.66 miles of the 17/18 Pavement Preservation Program to be completed are currently being designed and will be bid this late spring/early summer, or will be constructed by road maintenance staff who will begin preliminary preparation work this summer. When the 2017 programmed work is completed, a total of 299.34 miles of road will be resurfaced.

On June 14, 2016 the Board of Supervisors approved an expenditure plan for \$21.9 Million dollars in local contributions dedicated to pavement preservation. As part of the plan the Board approved a preliminary list of roads for the 2017-2018 Pavement Preservation Program that included several different treatments to improve approximately 97 miles of County roads.

The 2017-2018 program has been broken into five parts:

1. Chip, Fog and Slurry Seals Project # M17018, 40.83 miles, construction was completed in late 2017.
2. Overlays, Full Depth Reclamation and Cold In-Place Recycling Project # C17002, 13.66 miles, construction was completed in late 2017.
3. Chip Seals to be performed by Maintenance, 22.59 miles, scheduled for summer 2018
4. 2017 Program roads requiring redesign due to storm impacts, 15.19 miles shown on Map Exhibit A.
5. Roads delayed to summer 2018 to follow a Sonoma County Water Agency sewer project and a City of Rohnert Park waterline project, 1.07 miles, schedule to be determined.

The actions requested in this item are to approve the plans and specifications and award the contract and authorize contract execution for Part 4 of the 2017-2018 program listed above. Parts 1 and 2 have been completed in 2017, while Parts 3 and 5 are all in progress in 2018.

Approval of a construction management contract for work identified in this project is requested today on a separate Board agenda item.

Discussion:

2017-2018 Pavement Program Part 1:

The Chip, Fog and Slurry Seals project, M17018 was constructed and completed in 2017.

2017-2018 Pavement Program Part 2:

The Overlays, Full Depth Reclamation and Cold In-Place Recycling project, C17002 was constructed and completed in 2017.

2017-2018 Pavement Program Part 3:

The Chip Seals to be performed by the County road maintenance crews will begin the preparation work this summer and complete this work in 2018. The following is a list of the maintenance chip seal roads, totaling 22.59 miles:

- Annapolis Road from Twin Bridges to Stewarts Point Skaggs Springs Road
- 8th Street East From Railroad Tracks to Napa Road
- East Railroad Avenue from Old Redwood Highway to Petaluma Hill Road
- Hot Springs Road from Cloverdale City Limits to first Cattle Guard
- Stewarts Point Skaggs Springs Road from Annapolis Road to Post Mile 21.6
- West Sierra Avenue from Stony Point Road to the City of Cotati

Funding for Part 3 of the Program was approved by your Board on September 26, 2017, and included in a List of Road Maintenance and Pavement Repair Projects funded by the new State Senate Bill 1: The Road Repair and Accountability Act Funding. Without the assistance of Senate Bill 1 (SB 1), County maintenance crews would be unable to continually maintain a safe reliable road system.

2017-2018 Pavement Program Part 4:

The Chip Seals and Overlays project, C17051 included the following roadways and treatments:

Chip Seal treatment includes the application of asphalt emulsion or binder on existing traveled way pavement, followed by a layer of aggregate chips. The treatment is then rolled to embed the aggregate

into the asphalt emulsion or binder. Finally a seal coat is applied from edge of pavement to edge of pavement.

This treatment will be used on the following roadways totaling 4.04 miles shown on Exhibit A:

- Ferguson Road from Bodega Highway to Mill Station Road
- Furlong Road from Bodega Highway to Occidental Road
- Poplar Avenue from West Railroad Avenue to Cypress Avenue

Overlay treatment process consists of placing a 0.20' layer of asphalt concrete over the existing roadway surface, and will be used on the following roadways totaling 11.15 miles shown on Exhibit A:

- Bohemian Highway from Graton Road to Main Street
- Grove Street from White Alder to Arnold Drive
- River Road from Washington School Road to Crocker Road

Work to be performed for this Project was advertised for bids: January 8, 2018 to February 6, 2018.

Bids were opened: February 7, 2018.

Bids were received as follows:

Ghilotti Construction Company.....	\$4,465,430.70
Argonaut Constructors.....	\$4,621,466.45
Team Ghilotti, Inc.....	\$4,811,094.58
Northwest Paving, Inc.....	\$5,602,408.00
Granite Construction Company.....	\$5,885,664.95
Ghilotti Bros., Inc.....	\$6,220,999.00

The Engineer's Estimate for the project was \$5,017,577.00.

The low bid of \$4,465,430.70 is \$552,146.30 (11%) below the Engineer's Estimate. The second bid is \$156,035.75 (3.5%) above the low bid. The average bid price is \$5,267,843.95, 4.8% more than the Engineer's Estimate. The major differences between the bid and the estimate are the costs for the asphalt items and the traffic control items.

In accordance with Public Contract Code Section 20128, the contract shall be awarded to the lowest responsible bidder.

Ghilotti Construction Company is experienced in performing this type of work. They have been licensed since 1992 and have recently completed three (3) similar jobs for the Department, including work performed as part of the 2013 and 2014 Pavement Preservation Program-Full Depth Reclamation projects, 2016 Bonded Wearing Course and Overlay project, and 2017 Overlays, Full Depth Reclamation and Cold In-Place project.

The Department recommends awarding the contract for the Chip Seals and Overlays project, C17051 to Ghilotti Construction Company. The total estimated cost of construction is \$4,911,973.77 including 10% for construction contingency.

2017-18 Pavement Program Part 5:

Due to work on the roadway by other agencies, construction will be delayed until utility work is

completed by other entities:

- East Robles from Santa Rosa Avenue to Brooks Avenue, delayed to follow a sewer project to be performed by the Sonoma County Water Agency.
- Petaluma Hill Road from East Cotati Avenue to Rohnert Park Expressway, delayed to follow a water utility project by the City of Rohnert Park.

Funding for Part 5 of the Program was approved by your Board on September 26, 2017, and included a List of Road Maintenance and Pavement Repair Projects funded by the new State Senate Bill 1: The Road Repair and Accountability Act Funding. Without the assistance of SB 1, the County would not be able to maintain a safe reliable road system for residents, commerce, and emergency services.

Prior Board Actions:

11-10-15 Board received 2015 Roads Financing Report for the Long-Term Roads Plan.

6-14-16 Board approved an expenditure plan for \$21.9 million dollars in local contributions dedicated to pavement preservation.

6-6-17 Board approved an expenditure plan for \$13.2 million dollars in local contributions dedicated to pavement preservation.

9-26-17 Board approved an expenditure plan for \$3.9 million dollars in state/federal contributions dedicated to road maintenance, pavement repair and pavement preservation.

Strategic Plan Alignment Goal 3: Invest in the Future

This project will improve the surface of 15.19 miles of County roads improving conditions for motorists and cyclists.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses		4,911,973.77	
Additional Appropriation Requested			
Total Expenditures		4,911,973.77	
Funding Sources			
General Fund/WA GF		4,911,973.77	
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources		4,911,973.77	

Narrative Explanation of Fiscal Impacts:

Funding for these projects was included in the 2016-17 Ongoing General Fund Contribution to pavement preservation and the One-Time General Fund allocation made for pavement preservation efforts in November 2015 outlined in the Roads Financing Report for the Long-Term Roads Plan. Contract cost for Part 4 of the 2018 pavement program total \$4,911,973.77 and appropriations are included in the Recommended Fiscal Year 2018-19 Road Division budget. Funding for Parts 3 and 5 of the program was approved on September 26, 2017 as part of the Resolution approving a List of Road Maintenance and Pavement Repair Projects funded by the new State Senate Bill 1: The Road Repair and Accountability Act Funding.

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)

Narrative Explanation of Staffing Impacts (If Required):

Location Map

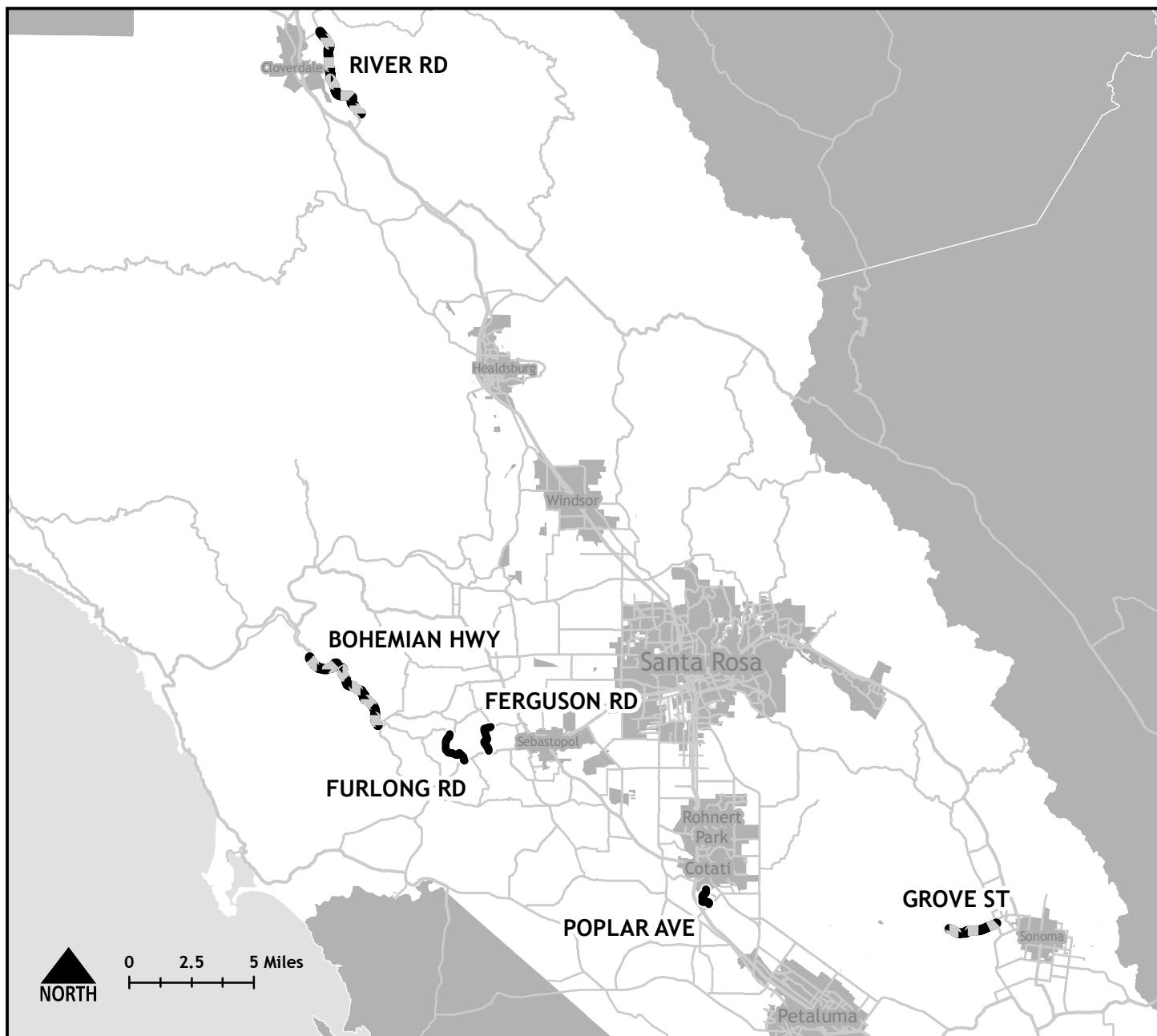
Related Items “On File” with the Clerk of the Board:

C17051 Chip Seals and Overlays project: Special Provisions, Bid Book, Plans, Addendum 1

Location Map

Exhibit A

2017-2018 Pavement Preservation Program- Chip Seals & Overlays (C17051)



Road Name	Road ID	Location	From PM	To PM	Length
Chip Seals					
Ferguson Road	69049	Bodega Hwy to Mill Station	10.00	11.31	1.31
Furlong Road	69052	Bodega Hwy to Occidental Rd	10.00	11.73	1.73
Poplar Avenue	58041	W Railroad Ave to Cypress Ave	10.00	11.00	1.00
Overlays					
Bohemian Highway	6002D	Graton Road to Main Street	13.92	18.78	4.86
Grove Street	56023	White Alder to Arnold Dr	11.79	13.87	2.08
River Road	1001B	Washington School Rd to Crocker Rd	30.00	34.21	4.21



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 15
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 3, 2018

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Johannes J. Hoevertsz, (707) 565-2231

Supervisorial District(s):

1,2,4,5

Title: Construction Inspection Services for the 2017-18 Pavement Preservation Program – Chip Seals & Overlays Project (C17051)

Recommended Actions:

Approve and authorize the Chair to execute an agreement for construction inspection services with Coastland Civil Engineering Inc. for the 2017-18 Pavement Preservation Program – Chip Seals & Overlays Project (C17051), for an amount not to exceed \$312,166 including a \$50,000 contingency. This agreement is for a term ending December 31, 2019.

Executive Summary:

The 2017-18 Chip Seals and Overlays project will provide major improvements to 15.19 miles of County roads. The Department of Transportation and Public Works (Department) anticipates that the contractor will have multiple crews working concurrently, at different locations. This project exceeds the Department's in-house capacity to provide construction inspection services and requested competitive proposals from consulting firms. Coastland Civil Engineering were selected as the best fit to inspect this project.

Discussion:

On June 14, 2016 the Board approved the 2017 Summer Pavement Program which included \$21.88 million in local funds, dedicated to pavement preservation, to improve approximately 97 miles of County roads in 2017. Due to the winter storms in 2017-2018 implementation of this program was then split into five parts to be completed in 2017 and 2018:

1. Chip, Fog and Slurry Seals Project # M17018, 40.83 miles, construction completed in 2017
2. Overlays, Full Depth Reclamation and Cold In-Place Recycling Project # C17002, 13.66 miles, completed in 2017
3. Chip Seals to be performed by the Department's Road Maintenance Division, 22.59 miles, scheduled for summer 2018

4. 2017 Program roads requiring redesign due to Storm Impacts, 15.19 miles shown on Map Exhibit A – The roads being resurfaced by the 2017-18 Pavement Preservation Program – Chip Seals & Overlays Project (C17051)
5. Roads delayed to summer 2018 to follow a Sonoma County Water Agency sewer project and a City of Rohnert Park waterline project, 1.07 miles, schedule to be determined

The treatments being used in this project include: Chip Seals involving spreading a thin layer of liquid asphalt on to a pre-prepared road surface and then spreading evenly sized aggregate chips on to the liquid. The surface is then rolled to imbed the chips in the asphalt and any loose chips are swept up once the surface has cooled. Overlays involve spreading and compacting Hot Mix Asphalt (a combination of asphalt and aggregate) on a pre-prepared road surface.

The Department does not have staffing capacity to provide construction inspection for this project. Since inspection services are paramount to ensuring construction quality, it is necessary to commission a consulting firm for the project.

The Department released a RFQ in June 2016. An on-call list for construction inspection services was developed from this solicitation. In February 2018, project specific proposals were requested of Coastland Civil Engineering, Caltrop/TRC Inc., and Vali Cooper & Associates. The Department selected Coastland Civil Engineering, because of their experience in delivering similar projects and the qualifications of their inspection team. Local preference was also considered since there is no federal funding eligibility for this project. The consultant team will provide construction inspection services and serve as a Resident Engineer on the project. The consultant will also provide post-construction assistance, including the preparation of "as-built" drawings and support in the event of any claims.

Notifications will be provided to neighboring homes with construction details, and information about the Board’s investment in pavement preservation. Signs will be installed at the project limits and will remain in place throughout construction, to alert people to the construction as well as the funding source. Additionally, the Department will work with the media to provide information on construction, and maintain a webpage with construction updates.

Without the appointment of Coastland Civil Engineering, to provide construction inspection services, the Department would be unable to deliver this project and the critical improvement it will make to multiple County roads.

Approval of the construction contract for work identified in this project is requested today on a separate Board agenda item.

Prior Board Actions:

6/14/2016: Board approved 2017 Summer Pavement Preservation Program.

Strategic Plan Alignment Goal 3: Invest in the Future

This project invests in the future by implementing planned improvements to the County’s road infrastructure.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses		\$288,383	
Additional Appropriation Requested			
Total Expenditures		\$288,383	
Funding Sources			
General Fund/WA GF		\$288,383	
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources		\$288,383	
Narrative Explanation of Fiscal Impacts:			
No current FY 17-18 impact. Appropriations of \$288,383 for 2017 Pavement Preservation Program construction will be included in the FY 2018-19 budget request.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment 1: Agreement. Attachment 2: Location Map			
Related Items "On File" with the Clerk of the Board:			

Standard Professional Services Agreement (“PSA”)

Revision G – June 2016

AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), dated as of _____, 20__ (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Coastland Civil Engineering Inc (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified consultant, experienced in Construction Inspection Services; and

WHEREAS, in the judgment of the Board of Supervisors it is necessary and desirable to employ the services of Consultant for the 2017-18 Pavement Preservation Program- Chip Seals & Overlays (C17051), hereinafter “Project”.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

1.1 Consultant's Specified Services. Consultant shall perform the services described in Attachment “A,” attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Attachment “A” and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Attachment “A”, the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any attachment hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

2.1 Agreement Value For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Attachment A, provided, however, that total payments to Consultant shall not exceed \$262,166, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

2.2 Contingency A ten percent (10%) contingency will be paid for authorized services as deemed necessary for services not included in Attachment A, provided, however, that total payments to the Consultant do not exceed \$288,383. Work shall not commence on any contingency services until written authorization is received from the Transportation and Public works Director or his designee. Any contingency work done without written authorization may not be reimbursable.

2.3 Payment Terms Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from Effective Date to December 31, 2019 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Department of Transportation and Public Works Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification.

Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance.

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Attachment B, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work.

The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work.

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed the delegated signature authority of the Department Head and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

- 9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.
- 9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County
- 9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.
- 9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.
- 9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not

limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

- 9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
- 9.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.
- 9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Demand for Assurance.

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation.

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

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: Transportation and Public Works
 Attn: Sarah Fredericks
 2300 County Center Drive, Suite B100
 Santa Rosa, CA 95403
 (707) 565-2231
 sarah.fredericks@sonoma-county.org

TO: CONSULTANT: Coastland Civil Engineering Inc.
 Attn: Mike Janet
 1400 Neotomas Avenue
 Santa Rosa, CA 95405
 (707) 571-8005
 janet@coastlandcivil.com

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or

email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Prompt Payment of Withheld Funds to Subcontractors

No retainage will be held by the Agency from incremental or progress payments due Consultant. Consultant specifically agrees to comply with the requirements of Section 7108.5 of the Business and Professions Code if applicable. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Consultant or subconsultant, deficient subconsultant performance, or noncompliance by a subconsultant.

14. Miscellaneous Provisions.

14.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

14.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

14.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

14.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

14.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

14.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

- 14.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties
- 14.8 Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 14.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: _____

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____
Department Head

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
County Counsel

Date: _____

By: _____
Chair
Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of
Supervisors

ATTACHMENT A: Scope of Work



COASTLAND

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

February 14, 2018

Ms. Sarah Fredericks, Construction Coordinator
Sonoma County Department of Transportation and Public Works
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403
Via email: sarah.fredericks@sonoma-county.org

Subject: *Proposal to Provide Construction Management & Inspection Services for
2017-2018 Pavement Preservation Program (Chip Seals & Overlays), County Project
No. C17051*

Dear Sarah:

Thank you for giving Coastland the opportunity to present our scope and fee in order to continue providing construction management and inspection services to the County for the 2017-2018 Pavement Preservation Program. We appreciate your confidence in us and look forward to working with you again this year. The following provides our understanding, proposed scope of services and estimated fee, and proposed staff for the described services.

Project Understanding

Construction is scheduled to begin in early May on the County's 2017-2018 Pavement Preservation Program which will consist of chip seals being done on portions of Ferguson Road, Furlong Road and Poplar Avenue and overlays on Bohemian Highway, Grove Street and River Road Road. Construction bids were opened on February 7 with Ghilotti Construction being the apparent low bidder. The engineer's estimate for this project is \$5,017,577.00. It is anticipated that the Board of Supervisors will award the construction project at its regular scheduled meeting on April 3. Construction is expected to last approximately 60 working days. Materials testing will be provided by the County's materials testing lab.

Staffing

To meet the special needs of this project we are proposing to provide two construction inspectors who will be available during the entire length of the contract. By providing two inspectors we are able to cover construction at multiple locations simultaneously. Our proposed inspectors, Clive Sharrocks and Adam Felix, have been performing inspection on the 2016 and 2017 Pavement Preservation Program construction projects and are extremely knowledgeable of the local conditions, expectations, County concerns and proposed treatments. Their extensive background allows them to accurately verify compliance with applicable codes and regulations. Aaron Campbell is available as a backup to Clive and Adam in the event an additional inspector is needed.

As with past projects, Mike Janet will serve as Construction Manager. Mike is available by phone (707) 571-8005 (office), (707) 494-6464 (cell) or by email (janet@coastlandcivil.com) if you have any questions regarding this proposal.

Santa Rosa

1400 Neotomas Avenue
Santa Rosa, CA 95405
Tel: 707.571.8005

Auburn

11865 Edgewood Road
Auburn, CA 95603
Tel: 530.888.9929

Pleasant Hill

3478 Buskirk Avenue, Ste. 1000
Pleasant Hill, CA 94523
Tel: 925.233.5333

www.coastlandcivil.com

March 2018

Scope of Services

With a management style focused on quality control, Coastland's licensed engineers, construction managers, resident engineers and inspectors monitor the quality, cost and schedule of each construction project, while ensuring complete adherence to the contract documents. Our team approach, managed by a single client manager, will provide the County with expertise focused on quality service.

Based on our understanding of the County's needs, our proposed scope of services is as follows:

Task No. 1 – Pre-Construction Meeting

Immediately following the award of the construction contract, our Construction Manager will schedule and administer the pre-construction meeting. During this meeting we will establish lines of communication and decision making roles with all project stakeholders. We will also discuss safety requirements, responsibilities of the project team members, working hours, quality control procedures, environmental requirement, project access and property boundaries/easements, submittal requirements, project schedule, change order and potential claim procedures, and safety procedures.

Coastland will be responsible for generating pre-construction meeting invitations including the meeting agenda. Agenda items include lines of communication, public relations, safety, submittals, change procedures, payments, progress schedules, contract time, requests for information (RFI), and other applicable items. Coastland will prepare and distribute meeting minutes to all parties.

Following the pre-construction meeting, Coastland will continue to work with the County teams, design engineer, contractor and the public to ensure that all project issues are addressed promptly and that the County's best interests are considered at all times.

Task No. 2 – Pre-Construction Jobsite Documentation and Project Setup

Coastland's inspector will take pre-construction digital high-definition photos and/or video of the construction site with special attention given to sensitive areas including all property affected by and adjacent to the project area. Documenting the site prior to construction will help mitigate possible disputes between the County, contractor and property owners within or adjacent to the project limits. These photos will be logged and filed with the project files.

Coastland will assemble project files in accordance with the County's standard format for administration. This will ensure our construction management procedures meet all current County expectations and requirements.

Task 3 – Project Management

Task 3a – Submittal Management

Coastland will coordinate all submittals and monitor the status of the submittals to assure the contractor provides timely response. At the pre-construction conference, we will provide the contractor with a log of all required submittals and due dates. Submittals will be stamped, logged and distributed to the designer for complete review and approval. Submittals will be filed numerically and approved copies will be distributed to the County, project members, and the contractor.

Task 3b – Schedule Management

Coastland will continually review the construction progress and perform field measurements and quantity calculations. Coastland will review the contractor's construction schedule for accuracy, reasonableness, and will verify that it meets the project schedule, order of work, and contract

requirements. Progress schedules will be reviewed weekly to ensure the contractor is meeting the critical dates. If the contractor fails to meet critical dates, it will immediately be brought to his attention and remedies to get back on schedule will be accomplished. Schedule updates may be required once a month or more. We will negotiate any time extensions for the contractor due to change orders, weather, or other delays. Coastland will also maintain an as-built progress schedule.

Task 3c – Requests for Information (RFI)

Coastland will receive and log all Requests for Information (RFI's) from the contractor, and forward the RFI to the designer. Coastland will track the status of all RFI's by generating a weekly RFI log that lists the "Ball-in-court" status, description, and if an RFI results in a potential change order.

Task 3d – Construction Management

Our goal is to ensure that construction and contract administration are performed in compliance with County requirements and standards, and the project plans and specifications. To accomplish this goal, our Construction Manager will manage the day-to-day construction activities with the contractor. He will be accessible to the County at all times. The Construction Manager will be responsible for keeping the County informed of the progress of the project, changes that may be needed, pay estimate input and releasing information to the public. In addition, our Construction Manager will complete all contract administration documentation in a timely, accurate and orderly fashion.

In summary, our Construction Manager's responsibilities include:

- Continuous communication and coordination with the contractor through regular progress meetings.
- Review and routing of project submittals and RFIs.
- Prepare project pay estimates and maintain records associated with the project's funding requirements.
- Accept work performed or, if work is rejected, work with contractor to correct construction errors.
- Prepare and approve Contract Change Orders.
- Provide claims management.
- Monitor permit and environmental compliance.
- Confirm labor compliance.
- Develop a project punch list and make recommendations for project acceptance.
- Prepare As-Built plans.
- Maintain all records associated with the construction of the project.

Task No. 4 - Daily Field Inspections and Documentation

A critical aspect of our services is maintaining close communication with County staff to ensure scheduling goals are met. To help maintain close communication, Coastland's inspector will be accessible to the County at all times at the project site and through the use of email and cellular phones. Coastland's on-site inspector will examine all construction activities to ensure that the contract work adheres to the contract documents, County standards and the established schedule.

We will maintain records and provide documentation of the work in the form of daily reports, weekly summary of construction activities, deficiency lists, and progress photographs of construction activities. Daily reports will describe the contractor's level of effort, specific work being completed, started, or finished, and relevant points raised by the contractor that may require consideration and response. We also document proposed change orders and claims, important conversations, safety issues or accidents, extra work in progress, materials testing performed, information for "as-built" drawings, quantities for progress payments, environmental concerns and hazardous materials.

Coastland will provide a digital photo logbook of construction activities, progress, and areas of concern or interest. The photo log will be compiled on CDs and will identify the location and date of each photo. The log will be maintained through the duration of the project to assure continuity from one week to the next, and will be submitted to the County at the close of the project.

Coastland will continually review the specifications and plans to ensure the work is of good quality and meets the requirements of the contract documents. This review can improve constructability, reduce costs, eliminate ambiguities, and improve clarity. Coastland will immediately report any deviation from the approved contract documents.

Our inspector will identify actual and potential problems and provide solutions. We will maintain daily documentation and resolve issues by proposing field changes and avoid any delays.

Our inspector will review the contractor's traffic control plan to make certain that access is maintained during construction.

In summary, our inspector's responsibilities include:

- Inspect the contractor's work for conformance to the contract documents, codes, regulations, and County's standards on a daily basis.
- Prepare and submit daily inspection reports that document all job site activities.
- Serve as a daily contact for the contractor as to performance of the construction.
- Respond promptly to County requests.
- Participate in meetings with County staff, contractor and other agencies.
- Verify construction material quantities.
- Monitor traffic control procedures.
- Ensure contractor submits erosion control plan and review plan for completeness. Inspect and regularly check to ensure compliance with the latest stormwater pollution controls.
- Distribute notifications to impacted public regarding the status of construction.
- Document construction activities with photographs and maintain a photo log.
- Proactive public outreach efforts at key points of the project. Respond to calls from the public promptly and log any complaints in a timely manner. Follow-up on any concerns and express understanding of homeowners' expectations and concerns.
- Prepare and maintain current redlined construction drawings, documenting unforeseen field conditions and changes to check the contractor's record drawings.
- Work overtime as needed to assure presence on site during all construction activities.
- Document and maintain complete field files containing construction period correspondences, changes, discussions with contractor, memos, reports, and other pertinent items.

Task 5 – Change Order Management

In the event that a change order is required, Coastland will negotiate the changes with the contractor and prepare documentation. All changes will be approved by the contractor, Coastland and the County prior to starting work on the change. With the County's approval, Coastland can negotiate with the contractor to produce the best construction method for the change at the lowest cost. If a change order requires input from the design engineer, our Construction Manager will coordinate with them to ensure it is reviewed. A Change Order Log will be created that will show Change Order number, description, status, approved date, start and completion dates and cost.

Task 6 – Progress Payments

Each month, Coastland will provide accurate calculations for all work items completed and accepted to provide progress payment recommendations to the County. Coastland will review the contractor's progress pay estimate request and schedule of values to assess if they are reasonable, and will

compare this to the field measurements and quantity calculations. We will continually monitor project costs and keep the County informed regularly.

Task No. 7 – Progress Meetings & Other Meetings

Coastland will conduct weekly coordination and progress meetings to focus on completed and upcoming work, any construction delays, schedule updates, proposed changes, change orders, contractor's questions, public relations, safety and other concerns that are identified by a project team member. We will work to foster honest, open communication at these weekly meetings which will help in timely resolution of any disputes and/or potential claims.

Task 8 - Public Relations and Notifications

Coastland will ensure every effort is made to keep residents and businesses informed of construction progress and minimize disruptions due to limited access and excessive noise. Our Construction Manager and inspector will proactively meet with property owners prior to and during construction to address any concerns from those affected by the project.

We will monitor traffic control, road closures and flagging procedures to ensure construction proceeds smoothly and public impact is minimized. There may be traffic delays during peak traffic periods and paving. Accordingly, we will keep all residents and businesses informed on construction status and impacts through the use of message boards, notification letters, and meetings. Our Construction Manager will also make introductions to the affected property owners and provide his 24-hour contact phone number as appropriate. Coastland will ensure that the contractor provides advanced notice to residents and businesses, as required by the specifications, regarding roadwork and lane closures.

Coastland will log and respond to questions and concerns from the public in a timely manner and will record the contractor's activities as they relate to public safety and public convenience.

Additionally, our inspector will accurately document pre-construction conditions with a photo log to verify the project area is restored to its original form following construction.

Task 9 – Conflict Claims Review & Support

Coastland's goal is to avoid all unnecessary claims and resolve conflicts during construction in order to keep the additional costs down and to minimize County staff involvement in the project. The starting point for avoiding conflicts or notices of potential claims is a clear, biddable set of plans and specifications.

Coastland will resolve conflicts quickly by keeping the lines of communication open and being open and responsive with the contractor. Progress meetings are important to promote communications and to resolve conflicts quickly. We have found that most conflicts can be thoroughly discussed and defused at these meetings. The key is to foster a good, working rapport with the contractor and demonstrate that we are trustworthy, honest and professional.

In order to be effective in conflict resolution, the Construction Manager must be intimately familiar with the project plans, specifications, the County Standards, and any nuances specific to the project. Coastland will maintain thorough documentation of the contractor's field activities so that we know exactly what, when, where and why an issue or conflict occurred, and not have to rely on memory or the contractor's version of what happened.

These tasks help reduce the likelihood of change orders during construction or post-construction claims from the contractor; however, if claims are filed at the completion of the project we will have the documentation to assist in any negotiations.

If we cannot successfully facilitate a resolution of a dispute and receive a Notice of Potential Claim from the contractor, we will be ready to support the County's position. Coastland maintains accurate and thoroughly documented project information as backup for claim resolution. Coastland will continue facilitating negotiations while tracking and logging all correspondence, as-built progress schedules, and other backup documentation.

Task 10 – Project Closeout and Record Drawings

Following completion of the work, Coastland will organize and conduct the post-construction meeting. The meeting will document all requirements necessary for final closeout and payment, and confirm all contract obligations have been met. Recommendations for improvement will be made and incorporated into future projects. The results of the meeting will be summarized in meeting minutes.

Coastland will verify completion of punch list items, issue notice of completion, prepare recommendations for final acceptance of the project, review as-builts for accuracy and completeness, prepare and recommend final payment, and transmit all construction documentation to the County. At the completion of the project, we will provide the County with the following:

- All contract files and records (hard & electronic files)
- Annotated journal of photos and CD of digital photos
- As-built project schedule

OPTIONAL TASKS

The following work is not included in our proposal. However, Coastland would be pleased to provide these services if the County desires:

- Materials testing
- Utility Coordination
- Meetings beyond those noted above
- Other items not noted in our Scope of Services

Work Estimate

Our proposal is based on 60 working days for the 2017-2018 Pavement Preservation Program construction project. Our proposal includes factors such as attending meetings, construction management, daily inspections and reporting, public relations and outreach, project closeout and vehicle costs. We have also included 140 hours of overtime to account for typical overruns. Based on these items, we estimate the not-to-exceed fee to be \$262,166.00. Should the scope of services change, or the contract time be less or exceed the estimate, our charges will be adjusted accordingly. Our detailed cost proposal is included on the following page.

Ms. Sarah Fredericks
February 14, 2018
Page 7 of 8

Coastland's California Department of Industrial Relations Contractor number is 1000014855 (Exp. 6/30/2018) and we abide by all prevailing wage requirements.

As CEO of Coastland I am authorized to sign contracts on behalf of the company. I can be reached at wanger@coastlandcivil.com or by phone at (707) 571-8005. This proposal and our cost proposal shall remain a firm offer for 90 days. We thank you for this opportunity and look forward to hearing from you. Please let us know if you need anything else.


Sincerely,



John Wanger, P.E.
CEO



Mike Janet
Principal / Construction Services Manager

 WORK ESTIMATE										
2017-2018 Pavement Preservation Project Chip Seal & Overlays County Project No. C17051			PROPOSAL FOR CM & INSPECTION SERVICES				County of Sonoma Department of Transportation & Public Works			
TASK INFORMATION							HOURS AND COST INFORMATION			
Task No. (Coastland Code)	Task Information	CM	Inspector #1	Inspector #2	Inspector OT	Admin	Direct Costs	Total Hours	Total Costs	Comments
		\$160	\$128	\$128	\$192	\$85				
1	Pre-Construction Meeting	8	6	6		6		26	\$3,326	Agendas / conduct meeting
2	Pre-Construction Jobsite Documentation & Project Setup	24	20	20		16		80	\$10,320	Job walk / photos / Meet with County / Assemble Filing / CM Program
3	Project Management									
3a	Submittal Management	20	8	8		30		66	\$7,798	Based on 30 submittals
3b	Schedule Management	30	6	6				42	\$6,336	
3c	Requests For Information	12	4	4		4		24	\$3,284	Based on 4 RFIs
3d	Construction Management	54				40		94	\$12,040	General Tasks
4	Daily Field Inspections & Documentation	24	396	396		40		856	\$108,616	Based on 60 working days
4a	Overtime Inspection				140			140	\$26,880	For typical overruns
5	Change Order Management	40	20	20		4		84	\$11,860	Based on 4 change orders
6	Progress Payments	40	8	8		60		116	\$13,548	Based on 4 monthly payments
7	Progress Meetings & Other Meetings	48				40		88	\$11,080	Assume 12 mtgs
8	Public Relations & Notifications	24	12	12		10		58	\$7,762	Notices/meeting/coordination etc
9	Contract Claims Review and Support	20	10	10				40	\$5,760	
10	Project Closeout & Record Drawings	48	16	16		16		96	\$13,136	Walk through / As-builts / files
11	Additional Inspection Services as Requested by the County							0	\$0	
	Photographs & video						\$200		\$200	
	Vehicle/Equipment expenses						\$20,220		\$20,220	1,348 hours x \$15/hr
	Total Hours	392	506	506	140	266		1,810		
	Project Total	\$62,720	\$64,768	\$64,768	\$26,880	\$22,610	\$20,420		\$262,166	

NOTES: Coastland reserves the right to adjust estimated hours should the Contractor schedule additional crews or overtime work.

1 Based on 60 working days.
 2 Based on full-time inspection at 40 hours per week for two full-time inspectors. 140 hours of overtime have been included for typical paving overrun.
 3 Based on part time construction management.
 4 Based on an estimated number of RFIs, change orders and submittals shown above.
 5 Includes additional inspection time for any unanticipated extra work, which would be utilized only with prior written approval from the County.

Attachment B

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. The County of Sonoma, its Officers and Employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If Consultant’s services include: (1) programming, customization, or maintenance of software; or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
 - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
 - ii. Claims against Consultant arising from the negligence of Consultant, Consultant’s employees and Consultant’s subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. The Certificate of Insurance must include the following reference: 2017-18 Pavement Preservation Project: Chip Seals & Overlays (C17051).
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: Transportation and Public Works, Attn: Sarah Fredericks, 2300 County Center Drive, Suite B100, Santa Rosa, CA 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

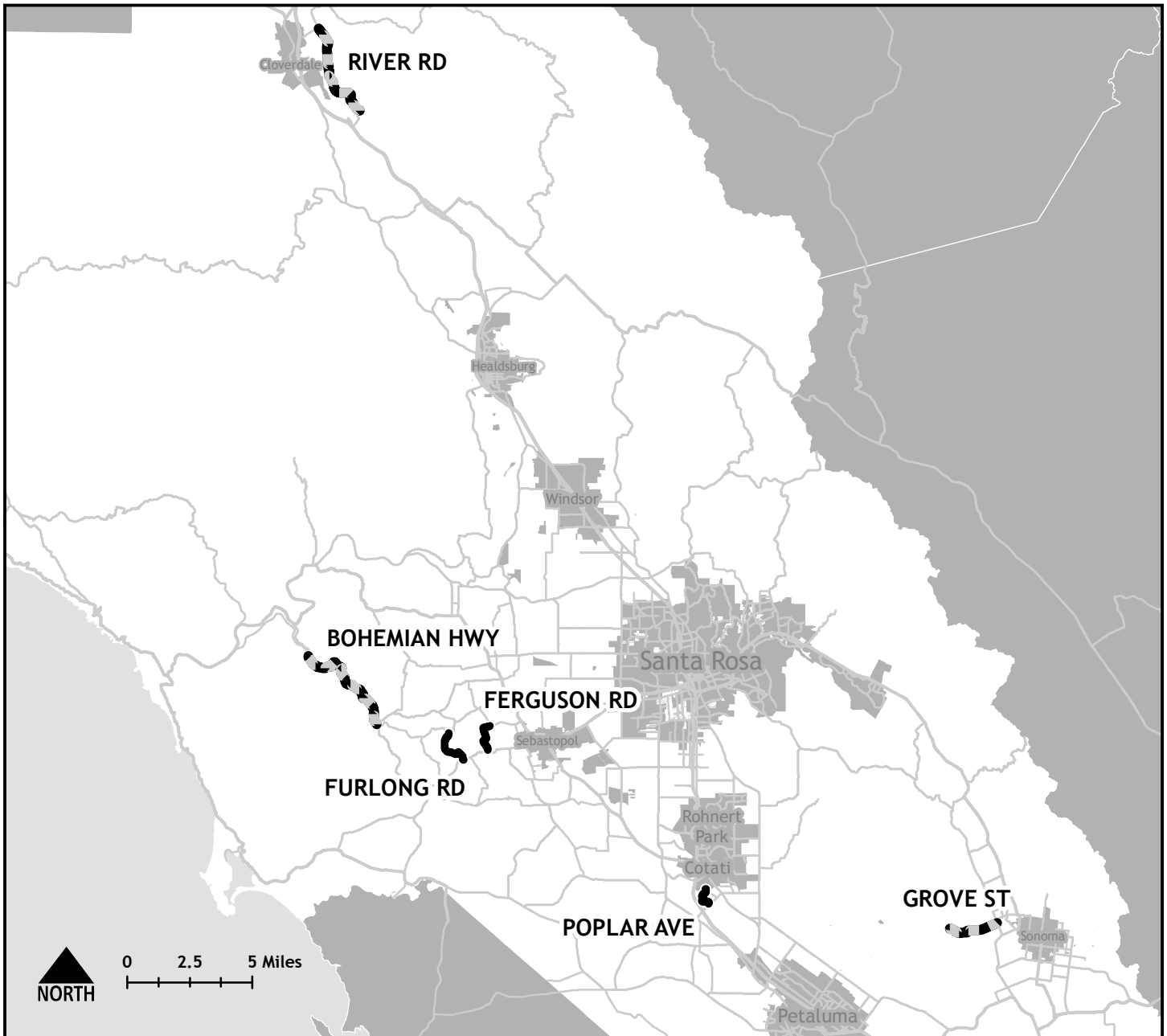
Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

Location Map

2017-2018 Pavement Preservation Program- Chip Seals & Overlays



Road Name	Road ID	Location	From PM	To PM	Length
Chip Seals					
Ferguson Road	69049	Bodega Hwy to Mill Station	10.00	11.31	1.31
Furlong Road	69052	Bodega Hwy to Occidental Rd	10.00	11.73	1.73
Poplar Avenue	58041	W Railroad Ave to Cypress Ave	10.00	11.00	1.00
Overlays					
Bohemian Highway	6002D	Graton Road to Main Street	13.92	18.78	4.86
Grove Street	56023	White Alder to Arnold Dr	11.79	13.87	2.08
River Road	1001B	Crocker Rd to Washington School Rd	30.00	34.21	4.21



County of Sonoma
Agenda Item
Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 16
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 3, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Lynda Hopkins 565-2241

Supervisorial District(s):

Fifth District

Title: Appointment

Recommended Actions:

Approve the Appointment David Todd Derum on April 3, 2018 to the Sonoma County Fish & Wildlife Commission coterminous. (Fifth District)

Executive Summary:

Discussion:

Prior Board Actions:

None.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
None.			
Related Items “On File” with the Clerk of the Board:			
None.			



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 17
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: April 3, 2018

Vote Requirement: Majority

Department or Agency Name(s): District Attorney's Office, Sheriff's Office, Department of Health Services, Human Services Department, Probation Department

Staff Name and Phone Number:

Supervisorial District(s):

Title: National Crime Victims' Rights Week

Recommended Actions:

Adopt a Gold Resolution proclaiming April 8 through April 14, 2018, as National Crime Victims' Rights Week.

Executive Summary:

On behalf of the many public and private agencies working together to improve crime victims' services, and to prevent and respond to crime in our community, five departments – the District Attorney's Office, the Sheriff's Office, the Human Services Department, the Department of Health Services, and the Probation Department – have come together to seek a proclamation declaring April 8 through April 14, 2018, as National Crime Victims' Rights Week in Sonoma County.

The week of April 8 through April 14, 2018, has been designated as National Crime Victims' Rights Week by the Office for Victims of Crime of the U.S. Department of Justice and the National Center for Victims of Crime. For more than 30 years, communities across America have joined together annually to recognize the needs and rights of crime victims and survivors. In an effort to provide recognition to crime victims, Sonoma County is joining other counties and states throughout the nation in showing a commitment to raising awareness of the devastating impacts of crime and in holding events honoring the courageous survivors of crime and those who help them heal. The theme for 2018 *"Expand the Circle: Reach All Victims"* emphasizes the importance of inclusion in victim services. The theme addresses how the crime victims' field can better ensure that every crime victim has access to services and support and how professionals, organizations, and communities can work in tandem to reach all victims.

We seek a future in which victims are strengthened by the response they receive, organizations are resilient in response to challenges, and communities are able to seek collective justice and healing. We continue to work to support all victims through our own work and that of our community leaders, organizations and local partners to empower victims throughout the healing process and as they

become survivors. As we better learn how to meet the needs of underserved victims, we expand victims' options.

Discussion:

During Crime Victims' Rights Week, outreach activities will take place throughout the community in addition to raising awareness about victims and the services available to victims of crime through print and radio media.

The following sections identify key services provided to victims within county agencies.

Sonoma County District Attorney's Office

Historically, victims of crime have been under-served in a system geared to prosecute and protect the rights of the criminal. During the mid-seventies, the State of California began realizing that the trauma and financial loss experienced by victims should be acknowledged and began developing programs to address the problem. The California Legislature mandated that counties establish programs to assist crime victims who suffer the ill effects and trauma of crime. Section 13835.2 of the California Penal Code mandates the scope of services that must be offered. The Sonoma County Victim Services Division was established in 1978 to serve victims of crime. On November 4, 2008, the People of the State of California approved Proposition 9, the Victims' Bill of Rights Act of 2008, known as Marsy's Law. This measure amended the California Constitution to provide additional rights to victims.

The District Attorney's Office Victim Services Division offers comprehensive services to victims and witnesses of all types of violent crimes. Mandated services provided by the Victim Services Division include crisis intervention, emergency assistance, direct follow-up counseling, court escort and support. Some optional services provided include creditor intervention, restitution information, and assistance with funeral and burial expenses through the State of California Victim Compensation Board.

In compliance with Marsy's Law, the District Attorney's Victim Services Division ensures victims receive all appropriate notifications related to court proceedings. We list victims' rights under Marsy's Law on our website. In order to better serve victims, the District Attorney implemented a web-based server, linked to the District Attorney's website, where victims are able to access online up to date court information and receive electronic notification of upcoming court dates.

The Victim Services Division served 3,827 new clients in FY 16/17 and is on track to serve the same number in FY 17-18. The Victim Compensation Board through the Victim Compensation and Government Claims Board processed 770 applications and paid hundreds of thousands of dollars directly to victims of crime in Sonoma County. In FY 16/17, the Court issued restitution orders totaling more than \$3.4 million to be paid by defendants on behalf of victims. The District Attorney's Office Victim Services Division participates in numerous outreach events throughout the year to educate and inform our community about the services offered and available to victims and witnesses of crime.

The District Attorney's office is the lead agency for the Family Justice Center Sonoma County, a multi-agency collaborative effort that opened in August of 2011. The Family Justice Center (FJC) concept is a multi-disciplinary, physically co-located model with a coordinated, single point-of-access offering comprehensive wrap-around services for victims of domestic violence, sexual assault, elder abuse and

child abuse. The Family Justice Centers seek to improve the services being offered to victims, and to reduce the number of locations a victim must visit as well as the number of visits they must make to tell their story and receive the help they need.

Sonoma County Sheriff's Office

The Sonoma County Sheriff's Office receives approximately 28,216 "911" calls for service each year. Thousands of these calls are victim contacts. The Sheriff's Office provides victim services such as emergency first aid, criminal investigation, assistance with criminal justice process, and referrals to victim assistance resources. The Sheriff's Office works collaboratively with other government agencies to prevent and protect individuals from violence in an ongoing commitment to keep our community safe. The Sheriff's Office continues to be a strong supporter and partner of the Family Justice Center.

Sonoma County Department of Health Services

The Department of Health Service's Sexual Assault Response Team (SART) was created in 1995. SART provides specialized, coordinated services to the people of Sonoma County in a caring, supportive, collaborative and professional manner. SART is a multidisciplinary team of trained professionals that are available to provide forensic exams 24 hours a day, 365 days a year. SART team members and other Department staff work closely with the Human Services Department, the District Attorney's Office, local law enforcement, and community partners, such as Sutter Hospital, the YWCA of Sonoma County and Verity, to provide services to victims and families.

Sonoma County Human Services Department (HSD)

The Human Services Department protects vulnerable children and adults through multiple programs and initiatives that promote maximum independence and well-being for individuals and families. In 2017, the Human Services Department examined an average of 619 reports of child abuse and neglect each month. During this same period the department received an average of 492 reports of abuse of an elder or dependent adult per month. Child, elderly and dependent adult victims of abuse suffer physical abuse, sexual abuse and/or emotional abuse. Elderly and dependent adults may also be victims of financial exploitation. For children, HSD staff coordinates and provides a comprehensive spectrum of services to ensure children are living in safe, stable and nurturing homes. Services, such as case management, counseling, parent education, emergency housing, legal assistance, behavioral interventions, transportation and assistance with basic needs are provided to children and their families to foster a sense of personal empowerment and hope. For elderly and dependent adults, HSD staff offers an array of resources to assist clients in maintaining their health and safety at home for as long as possible.

Sonoma County Probation Department

The Probation Department provides a number of services that aid victims. The Department's investigations units prepare pre-sentence reports for the Superior Court that includes a description of the impact of crimes, including victim impact statements. These statements allow victims the opportunity to participate in and influence the court's sentencing process. Probation officers provide ongoing contact with crime victims to enhance their safety, explain the criminal and juvenile justice processes, and provide referrals to available victim services. Additionally, the Department works collaboratively with other agencies to identify victims of human trafficking within the criminal justice and juvenile justice systems, in order to refer victims to appropriate services. Probation officers

supervise offenders in the community, collect restitution owed to victims, and work to ensure offenders understand the impact their behavior has had on their crime victims. These supervision efforts reduce the likelihood of further community and/or individual victimization. Further, in appropriate juvenile cases, officers participate in a restorative justice process that allows the victim a voice in the development of the offender’s supervision plan, and officers monitor completion of these plans.

Prior Board Actions:

Resolutions approved proclaiming National Crime Victims’ Rights Week for each of the past 13 years.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

Sonoma County residents face many challenges, such as changing demographics, human trafficking, immigration, and the use of technology both to commit and solve crimes. Many crimes are not reported, thus, victims frequently do not receive the help they desperately need. This Board Action will raise awareness of crime victims’ rights and the weeks’ events within the County that are designed to educate the public and reach all victims of crime.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)

Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment 1: Resolution			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma

State of California

Date: April 3, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Proclaiming April 9, 2018 through April 14, 2018 as National Crime Victims' Rights Week in
Sonoma County.**

Whereas, millions of Americans are directly harmed by crime each year; and

Whereas, the emotional, physical, psychological, and financial impact of crime falls on people of all ages and abilities, and of all economic, racial and social backgrounds; and

Whereas, National Crime Victims' Rights Week is an opportune time to commit to ensuring that all victims of crime are offered accessible and appropriate services in the aftermath of crime; and

Whereas, the 2018 theme is "Expand the Circle: Reach All Victims" emphasizes the importance of inclusion in victim services. The theme addresses how professionals, organization, and communities can work in tandem to reach all victims.

Whereas, the County of Sonoma is dedicated to building partnerships with community leaders, religious groups, schools and other agencies to better reach and serve all victims of crime; and

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors hereby proclaims April 9 through April 14, 2018, as National Crime Victims' Rights Week in the County of Sonoma; and reaffirms its commitment to respect and enforce victims' rights and address their needs during Crime Victims' Rights Week and throughout the year.

Be It Further Resolved that the Sonoma County Board of Supervisors expresses our appreciation for those victims and crime survivors who have turned personal tragedy into a motivating force to improve our response to victims of crime and build a more just community.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
Agenda Item
Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 18
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 3, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor James Gore 565-2241

Supervisorial District(s):

Fourth District

Title: Gold Resolution

Recommended Actions:

Approve Gold Resolution honoring Michael K Page being awarded the Exchange Club of Santa Rosa's 70th annual Peace Officer of the Year award.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment

Fiscal Summary - FY 16-17

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$

Narrative Explanation of Fiscal Impacts (If Required):

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Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)

Narrative Explanation of Staffing Impacts (If Required):

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Attachments:

Gold Resolution to be presented offsite 03/14/2018.

Related Items "On File" with the Clerk of the Board:

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Date: April 3, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote

Required

Resolution of the Board of Supervisors Honoring Michael K. Page for Being Awarded the Exchange Club of Santa Rosa's 70th Annual Peace Officer of the Year Award

Whereas, Michael K. Page has served as a law enforcement officer for over fifteen years;

Whereas, Detective Michael Page has filled and excelled in many roles in law enforcement including K-9 handler, gang team officer, and firearms instructor;

Whereas, Detective Page has received numerous commendations including the Medal of Bravery and the Medal of Valor

Whereas, we recognize Detective Page's work ethic, positive attitude, and tenacious appetite for law enforcement;

Whereas, Michael Page is not only dedicated to his work in law enforcement but when he's off duty, is a committed husband and father;

Whereas, in 2014, Detective Michael Page has been selected as a police officer in Sonoma County to be assigned to the United States Department of Justice Drug Enforcement Administration (DEA) Task Force as a DEA deputized Task Force Officer;

Whereas, in his new position with the DEA, Detective Michael K. Page has successfully thwarted international drug trafficking and dismantled local drug dealing organizations;

Whereas, Detective Michael K. Page has led several large scale, international operations that have resulted in scores of arrests, seizure of millions dollars of drug related assets, and stopping the flow of a significant amount of narcotics into our community;

Whereas, his dedication and leadership whether as a patrol officer, patrolling the streets or as a task force officer investigating highly sophisticated international crimes has made Sonoma County safer;

Resolution #

Date:

Page 2

Now, Therefore, Be It Resolved that the Board of Supervisors of Sonoma County hereby honor Michael K. Page for being awarded the Exchange Club of Santa Rosa's 70th Annual Peace Officer of the Year Award.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 19
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 3, 2018

Vote Requirement: Majority

Department or Agency Name(s): Permit Sonoma

Staff Name and Phone Number:

Melinda Grosch 707-565-2397

Supervisorial District(s):

Fourth

Title: Lot Line Adjustment and Minor Subdivision and Adoption of Negative Declaration for Krasilsa Pacific Farms LLC and McDonough Winery LLC; PLP16-0010.

Recommended Actions:

Hold a public hearing and at the conclusion of the hearing adopt a resolution:

- 1) Adopting the Negative Declaration
- 2) Approving Lot Line Adjustment and Minor Subdivision resulting in three parcels 162.89 acres, 10.1 acres and 11.19 acres in size, subject to Conditions of Approval requiring expansion of an Agricultural Preserve and replacement Land Conservation Act Contracts for property located at 3701 and 3975 Mark West Station Road, Windsor; APN's 066-280-023 and 066-280-048.

Executive Summary:

Staff recommends approval of the Lot Line Adjustment and Minor Subdivision of lands currently under a Land Conservation Act Contract. Lot Line Adjustments and Minor Subdivisions of lands under a Land Conservation Act Contract require that the Board of Supervisors find that the resultant parcels can sustain agricultural use and individually meet the requirements of state law and the *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones*. Staff has determined that the resultant parcels meet all the required findings and would individually qualify for Prime (Type I) contracts. The Project Review and Advisory Committee reviewed the Conditions of Approval and recommended approval of the Minor Subdivision.

Discussion:

Project Description:

The affected parcel is approximately one mile west of the Sonoma County/Charles M. Schultz Airport on Mark West Station Road and is located approximately 2.3 miles west of the Town of Windsor.

The applicant, Cort Munselle, for the owners Krasilsa Pacific Farms LLC and McDonough Winery LLC, has requested a Lot Line Adjustment between two parcels 177.74 acres and 6.35 acres in size, resulting in two parcels, 172.90 acres and 11.19 acres in size (see Attachment D). Also proposed is a Subdivision of

the 172.90 acres to create two parcels of 162.89 and 10.01 acres in size. The applicant also requests that the existing Non-Prime Land Conservation Act contract be rescinded and replaced with three new Prime contracts, one for each lot, after the project has been approved. In addition Agricultural Preserve 2-438 will need to be expanded by 6.35 acres.

The project site consists of two parcels of 177.74 acres and 6.35 acres. The 6.35 acre parcel is developed with a residence. The 177.74 acre lot is developed with seven residences, vineyards, wells, septic systems, and old dairy structures and is split by Mark West Station Road. No additional roads/driveways or residences are proposed as a result of the subdivision. No grading, additional plantings, wells, or septic systems are proposed.

Land Conservation Act:

Uniform Rule 10.0 of the Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones requires the Board to make specific findings in order to approve a subdivision of land subject to a Land Conservation Act Contract. The Board must find that the parcels are consistent with the General Plan and Zoning Designations, meet the minimum parcel size and income generation requirements, are devoted to an agricultural use, and will qualify for a contract in their own right allowing them to be placed under their own contracts after the subdivision records. The project is consistent with all of the required findings which are described completely in the attached draft resolution.

Staff Recommendation:

Staff recommends the Board make all required findings based on the facts contained in the Resolution, adopt the Negative Declaration, and approve the proposed Lot Line Adjustment and Minor Subdivision subject to the attached Conditions of Approval. Lot B of the Lot Line Adjustment will be 11.10 acres in size and will be devoted to a qualifying agricultural use. Parcel 1 of the Minor Subdivision will be 162.81 acres and Parcel 2 will be 10.01 acres and will continue to be devoted to a qualifying agricultural use. Among other things, the Conditions of Approval require the applicant to submit applications to expand the affected agricultural preserve and to rescind and replace the existing contract with three new Land Conservation Act Contracts for Lot B and Parcels 1 and 2. The Applicant has already submitted these applications and filing fees in conjunction with the present request. Once the Tentative Map has been recorded, then the County can proceed with preparation of the new contracts, and include the new legal descriptions for each parcel. Staff will return to this Board for concurrent approval of the Agricultural Preserve expansion and replacement contracts after the Tentative Map has recorded.

Prior Board Actions:

None

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The Board of Supervisors has endorsed the continuation of the County’s agricultural preserve program to preserve a maximum amount of the limited supply of agricultural, open space, scenic, and critical habitat lands within the county, to discourage premature and unnecessary conversion of such lands to urban land uses, to promote vitality in the agricultural economy, and to ensure an adequate, varied, and healthy supply of food and fiber for current and future generations. The rescission and replacement of

Land Conservation Act Contracts for the resulting parcels will protect agricultural investment and support agricultural viability and help preserve open space land in Sonoma County.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

None. The applicant pays for the costs of processing the application. The subject parcels are currently under a Land Conservation Act Contract and after the Lot Line Adjustment and Minor Subdivision the resulting parcels will be under replacement contracts. There will be no new fiscal impacts as a result of this action.

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

Draft Board of Supervisors Resolution with
 Attachment A: Conditions of Approval
 Attachment B: Proposal Statement
 Attachment C: Assessor’s Parcel Map
 Attachment D: Tentative Map

Attachment E: Mitigated Negative Declaration

Related Items “On File” with the Clerk of the Board:

Full Sized Tentative Map



County of Sonoma

State of California

Date: April 3, 2018

Item Number: _____
Resolution Number: _____

PLP16-0010 Melinda Grosch

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Adopting A Negative Declaration, And Granting The Request By Cort Munselle, For The Owners Krasilsa Pacific Farms LLC And McDonough Winery LLC For A Lot Line Adjustment And A Minor Subdivision Of Property Located At 3701 and 3975 Mark West Station Road, Windsor; APN's 066-280-023 and 066-280-048.

Whereas, the applicant, Cort Munselle, representing the owners Krasilsa Pacific Farms LLC and McDonough Winery LLC, filed an application with the Permit Sonoma for a Lot Line Adjustment between two parcels 177.74 acres and 6.35 acres in size, resulting in two parcels 172.90 acres and 11.19 acres in size, followed by a Minor Subdivision of the 172.90 acre parcel resulting in two parcels of 162.89 and 10.01 acres in size; expansion of the Agricultural Preserve by 6.35 acres, and replacement and new Land Conservation Contracts for property located at 3701 and 3975 Mark West Station Road, Windsor; APN's 066-280-023 and 066-280-048; Zoned DA (Diverse Agriculture) with a density of 60 acres per dwelling unit and the following combining districts: Z (Accessory Dwelling Unit Exclusion), F2 (Floodplain), RC 50/50 (Riparian Corridor 50 foot setback for structures/50 foot setback for agriculture), RC 100/50 (Riparian Corridor 100 foot setback for structures/50 foot setback for agriculture), SR (Scenic Resources), and VOH (Valley Oak Habitat); Supervisorial District No. 4; and

Whereas, applicant's request for expansion of an agricultural preserve and for replacement contracts will be processed and brought back to your Board for consideration and action following recordation of the requested Lot Line Adjustment and Minor Subdivision.

Whereas, on December 13, 2011, the Board of Supervisors adopted the updated *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones (Uniform Rules)* (Resolution No. 11-0678); and

Whereas, in accordance with the provisions of law, the Board of Supervisors held a public hearing on April 3, 2018 at which time all interested persons were given an opportunity to be heard; and

Whereas, Uniform Rule 10 of the *Uniform Rules* and state law require that the Board of Supervisors make certain findings before granting approval of a Subdivision and a Lot Line Adjustment of land under a Land Conservation Act Contract.

Now, Therefore, Be It Resolved that the Board of Supervisors makes the following findings:

1. The Lot Line Adjustment and Minor Subdivision results in three parcels of 11.19 acres, 162.89 acres, and 10.01 acres in size, consistent with the General Plan land use designation of Diverse Agriculture with a maximum allowable density of 60 acres per dwelling unit. The subdivision is consistent with General Plan goals, policies and objectives, specifically General Plan policy AR-8c which requires the lots to meet certain minimum parcel size and income requirements as noted in #3 below.
2. The subdivision is consistent with the DA (Diverse Agriculture) Zoning Designation and minimum parcel size requirement of the zoning district in that the parcels are all at least 10 acres in size and are used for vineyards.
3. The subdivision complies with the adopted *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones* because it has been demonstrated that:
 - a. Each parcel will be devoted to a qualifying agricultural use as follows: the 11 acre parcel will have 6 acres of vineyard; the 10 acre parcel will have 6.23 acres of vineyard, and the 162.8 acre parcel will have 116.5 acres of vineyard;
 - b. Each parcel will meet the minimum parcel size of 10 acres for Prime Contracts. The proposed parcels are 11.19, 10.01 and 162.89 acres in size. All parcels meet the minimum parcel size to be eligible for Prime Contracts;
 - c. Each parcel will individually meet the minimum income requirement. For a Prime Land Conservation Act contract, the minimum income is not less than \$1,000.00 per planted acre per year. The current income from grapes is approximately \$2,800.00 gross total income per acre per year.
 - d. Each parcel will qualify for and remain under a Land Conservation Act Contract. After the subdivision all three parcels will individually meet all requirements for replacement contracts. All non-agricultural uses are compatible uses confined to no more than 15% of the parcel or 5 acres, whichever is less. For the two smaller parcels the 15% maximum applies. The 11.9 acre parcel is developed with a single family dwelling and

associated landscaping occupying less than 1 acre which is less than the 1.68 acres allowed. The 10.01 acre parcel is developed with a primary dwelling and landscaping occupying 0.5 acres which is less than the 1.5 acres allowed. The 162.8 acre parcel is subject to the 5 acre maximum and is developed with a single family dwelling, 6 old dairy barns, and 5 Agricultural Employee dwellings on 4.5 acres which is less than the 5 acre maximum allowed. If any additional development is proposed in the future the structures would be evaluated for their compliance with the Land Conservation Act Contract restrictions.

- e. No land will be removed from the Land Conservation Act program. In fact 6.35 acres will be added to the Agricultural Preserve and will be under contract.
4. Uniform Rule 9.0 of the Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones requires that the owner of the contracted land apply for rescission of the existing contract and simultaneous replacement of that contract with a separate new contract for each parcel resulting from a lot line adjustment or subdivision. The conditions of approval include this requirement.

Be It Further Resolved, that the Board of Supervisors makes the following additional findings, to facilitate a lot line adjustment of land subject to a Land Conservation Contract, in compliance with Gov. Code Section 51257:

1. The required replacement Land Conservation contracts that will restrict the lot line adjusted lots will have 10-year automatically renewing terms, in compliance with Gov. Code Section 51257 (a)(1);
2. There will be no net decrease in acreage restricted by a Land Conservation contract or contracts after the lot line adjustment because the total acreage will be expanding by 6.35 acres, in compliance with Gov. Code Section 51257(a)(2);
3. At least 90% of the land under the former contracts will remain under the replacement contracts following the lot line adjustment because 100% of the land under the current contract will remain under contract, in compliance with Gov. Code Section 51257(a)(3);
4. After the lot line adjustment, the resulting parcels at 11.19 acres, 162.89 acres, and 10.01 acres, respectively, will meet the minimum acreage requirement for replacement contracts, which is ten acres for prime agricultural land, to ensure the parcels are large enough to sustain their agricultural use (vineyard), in compliance with Gov. Code Section

51257(a)(4)

5. The lot line adjustment will not compromise the long-term agricultural productivity of the parcels or other agricultural lands subject to a contract or contracts, as 100% of the currently contracted land will remain under contract, no vines are proposed to be removed, and no foreseeable impact to other agricultural lands will occur, in compliance with Gov. Code Section 51257(a)(5) and (6)
6. The lot line adjustment will not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the general plan, consistent with Gov. Code Section 51257(a)(7).

Be It Further Resolved that the Board of Supervisors makes the following findings required to permit the subdivision of land subject to a Land Conservation Contract, consistent with Gov. Code Section 66474.4:

1. The resulting parcels would be large enough to sustain continued agricultural use,
2. Each parcel meets or exceeds the minimum lot size,
3. Each parcel meets or exceeds the minimum income requirements for a commercial agricultural operation, and
4. The subdivision would not result in residential development that is not incidental to the agricultural operation.

Be It Further Resolved the subdivision complies with the Subdivision Map Act (Government Code Sections 66410 through 66499.58). Specifically, the tentative map complies with Section 66474 of the Subdivision Map Act because (1) the subdivision design is consistent with the applicable objectives, goals, and policies of the General Plan, (2) the site is physically suitable for the development, (3) the subdivision will not cause substantial environmental damage or injure fish or wildlife or their habitat, (4) the subdivision is not likely to cause serious public health problems, and (5) the design of the subdivision will not conflict with public easements.

Be It Further Resolved that based upon the information contained in the Initial Study included in the project file, it has been demonstrated that there will be no significant environmental effect resulting from this project. The Negative Declaration has been completed in compliance with CEQA State and County guidelines, and the information contained therein has been reviewed and considered.

Be It Further Resolved that the Board of Supervisors hereby grants the request by Cort Munselle, for the owners Krasilsa Pacific Farms LLC and McDonough Winery LLC, for a Lot Line Adjustment and Minor Subdivision subject to the Conditions of Approval in Attachment "A", and adopts the Negative Declaration. The requests to expand the Agricultural Preserve and rescind and replace the existing Land Conservation Act Contract with three new contracts (one for each parcel) will be separately processed and will return to this Board for further determinations and action after the presently approved Lot Line Adjustment and Subdivision have recorded.

Be It Further Resolved that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Conditions of Approval

Staff: Melinda Grosch
Applicant: Cort Munselle
Owner: Krasilsa Pacific Farms LLC
c/o Hugh Reimers
McDonough Winery LLC
Address: 3701 and 3851 Mark West Station Road, Windsor

Date: April 3, 2018
File No.: PLP16-0010
APN: 066-280-048 and 066-280-023

Project Description: The applicant has requested:

- 1) A Lot Line Adjustment between two parcels 177.74 acres and 6.35 acres in size, resulting in two parcels 172.90 acres and 11.19 acres in size.
- 2) A Minor Subdivision of the parcel totaling 172.90 acres into two parcels of 162.89 and 10.01 acres in size.
- 3) Expand the Agricultural Preserve No. 2-438 by 6.35 +/- acres and rescind the existing Non-Prime Land Conservation (Williamson) Act contract and replace it with three new contracts, one for each new/reconfigured parcel, after the Subdivision and Lot Line Adjustment have recorded. These will be subject to a separate Board of Supervisors action at the appropriate time.

GENERAL:

1. Within five working days after project approval, the applicant shall pay a mandatory Notice of Determination filing fee of \$50.00 (or latest fee in effect at time of payment) for County Clerk processing, and \$2,280.75 (or latest fee in effect at time of payment) because a Mitigated Negative Declaration was prepared, for a **total of \$2,330.75 made payable to Sonoma County Clerk** and submitted to the Permit and Resource Management Department (Permit Sonoma). If the required filing fee is not paid for a project, the project will not be operative, vested, or final and any local permits issued for the project will be invalid (Section 711.4(c)(3) of the Fish and Game Code.) NOTE: If the fee is not paid within five days after approval of the project, it will extend time frames for CEQA legal challenges.
2. These conditions must be met and the application validated within 24 months (from April 17, 2018) unless a request for an extension of time is received before the expiration date.
3. A Parcel Map, as defined in the State Subdivision Map Act and prepared by a licensed surveyor or civil engineer, showing All Parcels, shall be filed with the Sonoma County Surveyor. Upon recording of the map, the Subdivision is valid.
4. This subdivision was approved and a finding of site suitability was made based on the affirmative representation of the subdivider or applicant that he has the necessary public access and utility easements to serve the proposed subdivision. Without this representation, the subdivision would not have been approved. Applicant shall provide the recorded documents to the County Surveyor satisfactorily showing that he has the above public utility easements or letters from all necessary public utilities shall be submitted showing their ability to serve the proposed subdivision and evidence indicating that a satisfactory agreement has been entered into for such service. If proof of the necessary public utility easements is not shown, no subdivision map shall be recorded. The County will not exercise its power of eminent domain to condemn the necessary public utility easements if none exists.
5. The County acknowledges that there may be an existing private access roadway for this proposed subdivision. However the project/subdivision is being conditioned for access from the nearest public road to the furthest proposed lot. Conditions allowing mitigation of some or all of that requirement follow the conditions requiring the improved access.

BUILDING:

6. A grading permit shall be obtained from Permit Sonoma prior to the start of any earthwork, unless exempted under the most recent California Building Code (CBC). The grading plan, prepared by a civil engineer who is registered by the State, shall be submitted for review and approval by Permit Sonoma prior to grading permit issuance. Any structures to be constructed as part of the required grading, such as retaining or sound walls, shall require separate building applications and permits.

SURVEYOR:

7. The subdivider shall retain a registered civil engineer to prepare road construction and drainage plans for submittal to the County Surveyor's Office in accordance with the current adopted Fire Safe Standards Ordinance, Sonoma County Subdivision Ordinance and the following:
 - (a) Construct, or provide, a private road, from Lot 1 at Mark West Station Road to Lot 2 as shown on the "Tentative Map" dated April 29, 2016 submitted by Munselle Civil Engineering as part of the subdivision submittal. The road shall have an Asphaltic Concrete surface at least 0.20 feet thick and be 18 feet wide, with two foot shoulders. The structural section of the road improvements shall be designed using a soils investigation which provides the basement soils R-value and expansion pressure test results. A copy of the soils report shall be submitted with the first set of improvement plan check prints. The traffic index to be used for the design is "4". The designer may use an R-value of "5" and a T.I. of "4" if he wishes to waive the soils investigation for the road section design. After plan approval, the subdivider shall construct the required improvements as shown on said plans. These requirements are the minimum. It is the design engineer's responsibility to design an adequate road for its intended use.
 - (b) All engineering plans shall be drawn to a scale no smaller than 1" = 40 feet, shall show contours and cross-sections at a minimum of every 50 feet and extend at least 50 feet each side of the road.
 - (c) The easement shall be widened as necessary to contain the road base, all cuts and fills and the required side drainage.
 - (d) A grading permit shall be obtained prior to the start of any earthwork.
 - (e) Any roadway structure plans approved by the PRMD shall be attached to, and become a part of, the subdivision's improvement plans.
8. A report prepared by a civil engineer which provides sufficient information to demonstrate that the existing on-site private road does meet the Conditions of Approval may be submitted for approval by the County Surveyor. The report shall contain information regarding condition, width, alignment, grade, structural section, subgrade, base rock and asphalt compaction, surfacing and any other relevant information necessary to approve the report. If this cannot be demonstrated, the subdivider shall retain a registered civil engineer to prepare road and drainage plans showing how the road is to be up-graded to meet the above stated standards. This condition cannot be mitigated by the Fire Marshal.
9. The subdivider shall either complete all required private and public construction or enter into an Improvement Agreement and post security with the County of Sonoma, prior to the filing of the Subdivision Map, agreeing to complete the required construction within 24 months after the preparation of the agreement. If the required construction is completed prior to the filing of the Subdivision Map, the subdivider shall enter into an Improvement Maintenance Agreement and post security with the County of Sonoma, to guarantee the improvements for a period of one year.
10. The width of these roads may be altered (12 feet plus 2 foot shoulders are the minimum road width) with written approval of the County Fire Chief and the County Surveyor. Approval of a 12 foot road

may require an inspection by the County Fire Chief and the County Surveyor, and may require other conditions to mitigate the required road standards. This mitigation is for width only and cannot mitigate any other road conditions. Issuance of these conditions does not constitute written approval of width reduction.

11. If a 12 foot road is approved, in order to provide emergency two-way access, passing turnouts shall be constructed at intervals not exceeding 300 feet or at locations approved by the County Fire Chief. The turnouts shall be constructed per the current adopted Fire Safe Standards Ordinance.
12. To ensure adequate emergency vehicle circulation, a turnaround shall be constructed subject to County Fire Chief clearance. Turnarounds may be circular or may be constructed as a hammerhead. The turnarounds shall be constructed per the current adopted Fire Safe Standards Ordinance. This condition may be altered or waived with written approval of the County Fire Chief and the County Surveyor. Any alteration or waiver of this condition may require other conditions to mitigate the required road standards.
13. These conditions are not required to be included in the Improvement Plans with the exceptions of those entitled "NOTE ON MAP" and "NOTE ON PLANS".

HEALTH:

Septic:

14. To insure compliance with current State and Federal regulations at the time of recording the map, additional requirements may be imposed by PRMD to supplement sewage disposal conditions listed below as required by government Code section 66498.6 (b). Note that Well and Septic fees are separate from planning fees, and Well and Septic charges per parcel fees for each individual step (pre-perc, percolation testing, wet weather groundwater, plan check, operating permit, etc.).
15. NOTE ON MAP: "All future sewage disposal system repairs involving the sewage disposal area (not the septic tank, risers, sump, solid transmission lines or distribution boxes) shall be completed in the Designated Reserve areas and shall meet Class I Standards. Alternate reserve areas may be designated with the approval of PRMD Well and Septic staff and without a Certificate of Modification, if soil evaluation and testing demonstrate that the alternative reserve area meets or exceeds all of the requirements that would have been met by the original reserve area."
16. NOTE ON MAP: "The area tested for sewage disposal and shown on this map shall be reserved for the construction of future on-site wastewater disposal systems and shall not be encumbered by buildings, roads, soil borrow pits, ponds, parking lots, water wells, easements, or any use incompatible with use as an on-site wastewater disposal system, unless an alternative sewage disposal location on the parcel of similar capability has been tested and accepted by the County as suitable to provide wastewater disposal for a new dwelling, or unless the parcel has been connected to public sewer service."
17. Prior to recording the map, the area tested for sewage disposal shall be shown on the map and shall be free of all encumbrances (building envelopes, roads, easements, etc).
18. A check print of the map shall be submitted to the County Surveyor who will forward it to the Project Review Health Specialist for review and approval of the Health map notes prior to recording the map.
19. Prior to recording the map, the location, type and proper function of the septic systems on Lots 1 and 2 shall be verified by a registered Civil Engineer, registered Environmental Health Specialist or C-42 contractor. Septic systems lacking a permit shall be replaced with a permitted system meeting all current standards. Repairs of existing permitted septic systems may be required based on inspection reports. The septic system repairs must meet a minimum of the new system standards in effect at the time of the existing septic system permit and be within the Designated Reserve areas. If reserve

areas were not designated (pre-July of 1978 permits), the septic system shall be repaired to a minimum of Class 3 Standards. All repairs shall be done under permit of this department. The septic system must be located upon the same lot as the house being served by that septic system. The septic system may not serve additional dwelling units on other lots.

20. Prior to recording the map, demonstrate 200% future reserve area in accordance with current septic system standards (including percolation tests) on Lots 1 and 2. The applicant shall provide by means of a (topographic) Plot Plan drawn to a 1"= 20' scale, that sufficient area to accommodate a 200% unencumbered future reserve area is present. The reserve area shall be sized for a three-bedroom private sewage disposal system, or the number of existing bedrooms, whichever is greater. If the parcel is not served by public water, the plan shall include the location of any existing and potential domestic well site(s). Location of neighboring wells and septic systems within 150 feet of the proposed lots must be shown, as well as existing and proposed roadways, driveways, grading cuts, and drainage ways (including roadside/driveway ditches). The plan is to be prepared by a registered Civil Engineer or Environmental Health Specialist and submitted to the District Specialist. This condition may be modified or waived by the PRMD Well and Septic Section if the consultant can clearly demonstrate that adequate reserve area is available.
21. If Subdivision Improvement Plans are submitted, prior to recording the map, one additional copy of Subdivision Improvement Plans shall be submitted to the Survey and Land Development Section for Well and Septic Section review (fees apply). Subdivision Improvement Plans shall show the outline of all existing and proposed septic tanks, sumps, wastewater disposal areas, reserve wastewater disposal areas and water wells within 100 feet of the proposed on-site and off-site improvements. Any subdivision improvement requiring a cut three feet or deeper within 100 feet of a septic system component shall dimension that distance on the Improvement Plans. All setbacks to existing and proposed septic systems (including septic system reserve areas) shall be met prior to recording the map.
22. NOTE ON MAP: "All private sewage disposal systems shall be designed by a registered Civil Engineer or Registered Environmental Health Specialist" shall be shown on the lots of the map where test results indicate that a system requires such a design.
23. Prior to recording the map, for a mound, pressure distribution, pretreatment units, at-grade, filled land, or shallow sloping sewage system, the applicant shall submit to the Project Review Health Specialist an approved form of Declaration of Restrictions with either a Grant Deed/Straw Transfer or Owner's Statement on the map. Approval by the Project Review Health Specialist of the Draft Declaration of Restrictions form shall be obtained prior to signature and notarization.

Water:

24. Prior to recording the map, the well water shall be tested by a California State certified laboratory and found to meet California State and Federal standards for arsenic contamination. If contamination exceeding the arsenic standards is found, then the applicant shall re-test the well. The well shall be abandoned under permit from the PRMD Well and Septic Section if the contamination cannot be cleared from the well. An acceptable water source shall be demonstrated for each lot.
25. Prior to recording the map, a bacteriological sample from the proposed water source shall be analyzed for total coliform and E. coli by a California State certified laboratory. Samples shall be clearly marked to indicate which wells have temporary pumps installed for the purpose of collecting the sample. Wells with temporary pumps for sampling shall meet the State standard for E. coli, and all other water sources shall meet California State drinking water standards for total coliform and E. coli. If analysis does not meet the applicable standard, the applicant will be required to disinfect the well per County requirements and re-test the well. A copy of the analysis shall be submitted to the Project Review Health Specialist.

Abandonments:

26. Prior to recording the map, abandon any unused septic tanks and/or wells on Lots 1 and 2 under permit and inspection of the PRMD Well and Septic Section. If none are known or discovered, this shall be so stated in written correspondence to Project Review Health Specialist describing the precise level of research and field review done to determine that none exist.

GRADING AND STORM WATER:

27. NOTE ON MAP: “Prior to issuance of a grading or building permit, the property owner shall submit any and all required grading/site plans and drainage reports for proposed work to the Permit and Resource Management Department (PRMD) for review. Grading/site plans shall clearly indicate the nature and extent of the proposed work including earthwork, drainage improvements, erosion prevention/sediment control measures, details, notes, and specifications to prevent damages or minimize adverse impacts to the surrounding properties and the environment. Grading, drainage improvements, and erosion prevention/sediment control measures shall abide by all applicable standards and provisions of the Sonoma County Code and all other relevant laws and regulations.”
28. NOTE ON MAP: The site has two USGS blue line streams, Windsor Creek and Unnamed Tributary, with minimum setbacks established by the RC (Riparian Corridor) zoning designation cross the property. All building setbacks, grading setbacks, riparian corridor setbacks, and biotic resources setbacks related to these streams shall be shown and noted on the subdivision map. Of the following two ways to measure setbacks the greater setbacks shall be indicated on the map: measure 100 feet from the top of the highest bank of Windsor Creek or 50 feet from the top of the highest bank on the Unnamed Tributary, or measure from the toe of the stream bank outward, a distance of 2.5 times the highest of the stream bank plus 30 feet. If the top of the stream bank cannot be determined by visual analysis, then the building setback line shall be determined by hydraulic analysis.
29. NOTE ON MAP: A waterway setback analysis shall be prepared to determine the most stringent composite waterway setback, be submitted with the improvement plans, and be subject to review and approval by the Grading & Storm Water Section of the Permit and Resource Management Department. The waterway setback analysis shall include several cross sections of Windsor Creek. At a minimum, building, grading, riparian corridor, and floodway limits setbacks shall be included in the waterway setback analysis. The most stringent composite waterway setback shall be clearly shown and noted on the grading/site plans.
30. NOTE ON MAP: All structures, grading, landscaping, roadways, and ground disturbing activities shall adhere to a building setback line from the two USGS blue line streams as shown on the map.
31. NOTE ON MAP: “Grading and land disturbance shall be setback from streams a minimum of 25 feet from the top of stream bank.”
32. NOTE ON MAP: “Portions of the lots shown hereon are located within a Special Flood Hazard Area (SFHA) and are affected by flooding from Windsor Creek. The base flood elevations (BFE's) vary or are unknown throughout the site but the lowest floor elevation of any habitable structure must be at least 1 foot higher than the adjacent BFE. No fill shall be placed within the SFHA, unless an analysis demonstrates no reduction in the flood storage capacity within the SFHA will result from the fill placement and related improvements. Fill placed within the SFHA requires a grading permit with plans and specifications prepared by a civil engineer. Elevations are based on the North American Vertical Datum of 1988 (NAVD 88).”
33. NOTE ON MAP: “The lots shown hereon are subject to storm water Low Impact Development (LID) regulations. Post-construction storm water features to mitigate impacts to the quality and quantity of post-construction storm water discharges must be incorporated as part of the development of each individual lot. Prior to issuance of a grading or building permit, the property owner shall submit a

Storm Water Low Impact Development Submittal (SW LIDs) to the Permit and Resource Management Department (PRMD) for review.”

34. Any waterway setbacks, including but not limited to building setbacks, grading setbacks, or riparian corridor setbacks, shall be clearly shown and noted on the subdivision map. The site has two USGS blue line streams, Windsor Creek and Unnamed Tributary, with minimum setbacks established by the RC (Riparian Corridor) zoning designation cross the property. For Windsor Creek, the setback for structures is 100 feet from the top of the bank.
35. Any land subject to inundation by a Special Flood Hazard Area shall be delineated and shown on the subdivision map as “SUBJECT TO INUNDATION” in one-inch lettering.
36. Grading and/or building permits require review and approval by the Grading & Storm Water Section of the Permit and Resource Management Department (PRMD) prior to issuance. Grading permit applications shall abide by all applicable standards and provisions of the Sonoma County Code and all other relevant laws and regulations.
37. A drainage report for the proposed project shall be prepared by a civil engineer, currently registered in the State of California, be submitted with the improvement plans, and be subject to review and approval by the Grading & Storm Water Section of the Permit and Resource Management Department (PRMD). The drainage report shall include, at a minimum, a project narrative, on- and off-site hydrology maps, hydrologic calculations, hydraulic calculations, pre- and post-development analysis for all relevant existing and proposed drainage facilities. The drainage report shall abide by and contain all applicable items in the Drainage Report Required Contents (DRN-006) handout.
38. Drainage improvements shall be designed by a civil engineer, currently registered in the State of California, and in accordance with the Sonoma County Water Agency Flood Control Design Criteria. Drainage improvements shall be shown on the improvement plans and be submitted to the Grading & Storm Water Section of the Permit and Resource Management Department (PRMD) for review and approval. Drainage improvements shall maintain off-site natural drainage patterns, limit post-development storm water quantities and pollutant discharges in compliance with PRMD’s best management practices guide, and shall abide by all applicable standards and provisions of the Sonoma County Code and all other relevant laws and regulations. Existing drainage patterns shall be maintained, to the maximum extent practicable, to not adversely impact adjacent properties or drainage systems. Proposed drainage improvements shall not adversely impact adjacent properties or drainage systems.
39. The applicant shall provide improvement plans, prepared by a civil engineer currently registered in the State of California, which clearly indicate the nature and extent of the work proposed and include all existing and proposed land features, elevations, roads, driveways, buildings, limits of grading, limits of disturbed area/total work, adequate grading cross sections and drainage facilities such as swales, channels, closed conduits, or drainage structures. The grading plans shall abide by and contain all applicable items from the Grading Permit Required Application Contents (GRD-004) handout.
40. Portions of the proposed project are located within a Special Flood Hazard Area (SFHA) and is affected by flooding from Windsor Creek. No fill shall be placed within a SFHA, unless an engineering analysis demonstrates that no reduction in the flood storage capacity within the SFHA will result from the fill placement and related improvements. Any land subject to inundation by a SFHA shall be delineated and shown on the improvement plans as “SUBJECT TO INUNDATION” in one-inch lettering. The base flood elevation (BFE) varies throughout the site but the lowest floor elevation of any habitable structure must be at least 1 foot higher than the nearest adjacent BFE. The grading plans shall show all elevations based upon the North American Vertical Datum of 1988 (NAVD 88).
41. As part of the improvement plans, the applicant shall include an erosion prevention/sediment control

plan which clearly shows best management practices to be implemented, limits of disturbed areas/total work, vegetated areas to be preserved, pertinent details, notes, and specifications to prevent damages or minimize adverse impacts to the surrounding properties and the environment. Tracking of soil or construction debris into the public right-of-way shall be prohibited. Runoff containing concrete waste or by-products shall not be allowed to drain to the storm drain system, waterway(s), or adjacent lands. The erosion prevention/sediment control plan shall abide by and contain all applicable items in the Grading Permit Required Application Contents (GRD-004) handout.

42. No work shall be allowed within any Special Flood Hazard Area or within 100 feet of the top of bank of Windsor Creek.
43. Grading and land disturbance shall be setback from streams a minimum of 25 feet from the top of stream bank.
44. Any waterway setbacks, including but not limited to building setbacks, grading setbacks, or riparian corridor setbacks, shall be clearly shown and noted on the improvement plans.
45. A waterway setback analysis shall be prepared to determine the most stringent composite waterway setback, be submitted with the improvement plans, and be subject to review and approval by the Grading & Storm Water Section of the Permit and Resource Management Department. The waterway setback analysis shall include several cross sections of Windsor Creek. At a minimum, building, grading, riparian corridor, and floodway limits setbacks shall be included in the waterway setback analysis. The most stringent composite waterway setback shall be clearly shown and noted on the grading/site plans.
46. Before construction may begin near a waterway wetland, or environmentally sensitive area, a protective construction fence shall be placed in such a manner to allow the proposed development while preventing land disturbance adjacent to the waterway wetland, or environmentally sensitive area. The protective construction fence shall be shown and noted on the grading/site improvement plans.
47. Any stream crossing, such as a bridge or culvert, shall maintain at least one foot of freeboard between the 100-year water surface elevation the lowest structural component or soffit of culvert.
48. If the cumulative land disturbance of the project is equal to or greater than one (1) acre, then the project is subject to National Pollutant Discharge Elimination System (NPDES) requirements and must obtain coverage under the State Water Resource Control Board's General Construction Permit (General Permit). Documentation of coverage under the General Permit must be submitted to the Grading & Storm Water Section of the Permit and Resource Management Department prior to issuance of any grading permit for the proposed project.

TRANSPORTATION AND PUBLIC WORKS:

Right of Way Requirements:

49. The Applicant shall offer right-of-way to the County of Sonoma, free of encumbrances, and of sufficient width:
 - a. As necessary to create public right-of-way a total of 25 feet wide on the Applicant's side of the road, as measured from the existing pavement centerline, for the full length of the property's frontage on Mark West Station Road. This condition shall be void if the existing right-of-way meets or exceeds the minimum requirement(s) described above.
 - b. The Applicant shall ensure the following is a Note on Map: If this right-of-way grant results in existing fencing being in the newly dedicated right-of-way, that fencing may remain in place until it's either deemed a safety hazard, or needs to be removed in order to allow for an improvement

to the public right-of-way. At the time the fencing needs to be removed, the property owner may be responsible for the costs to remove and/or dispose of the fencing.

- c. To contain all Public drainage facilities.

51. The Applicant shall dedicate right-of-way for Public use on the face of the Parcel Map.

52. The Applicant shall either:

- a. Vacate the public rights-of-way shown on the Map of Trenton Farms (Book 30 of Maps at Page 20) lying easterly of Mark West Station Road within their property boundary unless a valid issue arises preventing the right-of-way vacation.
- b. Alternatively, the Applicant shall relocate any structures located on the public rights-of-way shown on the Map of Trenton Farms (Book 30 of Maps at Page 20) or otherwise provide evidence from a Registered Land Surveyor, licensed in the State of California, that the public rights-of-way shown on the Map of Trenton Farms are free from encumbrances or have been previously vacated.

Intersections of Roads and Driveways:

53. The Applicant shall improve the existing driveway entry on the westerly side of Mark West Station Road to bring it into conformance with AASHTO standards. The entry shall meet the following criteria: to allow for the smooth and safe movement of passenger vehicles entering and exiting the public road (Mark West Station Road) for the entry that provide access to the buildings on Lot 1 westerly of Mark West Station Road. This condition shall be void if the existing entrance meets these requirements. A signed and stamped statement from a Registered Civil Engineer, licensed in the State of California, will be required to prove the driveway from Mark West Station Road accessing the westerly portion of Lot 1 (project's entry to Mark West Station Road) meets these requirements.

- a. A minimum throat width of 18 feet.
- b. Entrance curves having a minimum pavement radius of 25 feet; the entrance curves shall begin on a line that is 12 feet distant from, and parallel with, the physical centerline of Mark West Station Road. A 1:10 pavement taper shall be constructed on both sides of the entrance. Entrance curve radii may be reduced with the approval of the Fire Services Division of the Sonoma County Department of Emergency Services.
- c. The minimum sight distance for vehicles entering and exiting the driveway shall be in accordance with current AASHTO requirements for the speed traveled on Mark West Station Road. Any monuments and/or signs that result from this proposal shall be located outside of the necessary sight distance triangles to achieve the minimum AASHTO required sight distance at each driveway.
- d. The entry shall be surfaced with asphalt concrete a minimum distance of 25 feet from the existing edge of pavement.
- e. The entry shall intersect the public road as close to perpendicular as possible, but in no case shall the entry intersect the public road at more than 20 degrees from perpendicular.
- f. Refer to County of Sonoma Department of Transportation and Public Works Construction Standard Drawing 814, latest revision, for private road and driveway intersection details.
- g. Improvements shall be constructed prior to filing the parcel map.

54. The Applicant shall improve the existing two driveway entries on the easterly side of Mark West Station Road to bring them into conformance with AASHTO standards. The entries shall meet the

following criteria: to allow for the smooth and safe movement of passenger vehicles entering and exiting the public road (Mark West Station Road) for the two entries that provide access to the agricultural buildings on Lot 1 easterly of Mark West Station Road. This condition shall be void if the existing entries meet these requirements. A signed and stamped statement from a Registered Civil Engineer, licensed in the State of California, will be required to prove the driveways from Mark West Station Road accessing the easterly portion of Lot 1 (project's entries to Mark West Station Road) meet these requirements.

- a. A minimum throat width of 24 feet.
 - b. Entrance curves having a minimum pavement radius of 25 feet; the entrance curves shall begin on a line that is 12 feet distant from, and parallel with, the physical centerline of Mark West Station Road. A 1:10 pavement taper shall be constructed on both sides of the entrance. Entrance curve radii may be reduced with the approval of the Fire Services Division of the Sonoma County Department of Emergency Services.
 - c. The minimum sight distance for vehicles entering and exiting the driveway shall be in accordance with current AASHTO requirements for the speed traveled on Mark West Station Road. Any monuments and/or signs that result from this proposal shall be located outside of the necessary sight distance triangles to achieve the minimum AASHTO required sight distance at each driveway.
 - d. The entries shall be surfaced with asphalt concrete a minimum distance of 25 feet from the existing edge of pavement.
 - e. The entries shall intersect the public road as close to perpendicular as possible, but in no case shall the entries intersect the public road at more than 20 degrees from perpendicular.
 - f. Refer to County of Sonoma Department of Transportation and Public Works Construction Standard Drawing 814, latest revision, for private road and driveway intersection details.
 - g. Improvements shall be constructed prior to filing the parcel map.
55. The Applicant shall improve the proposed private roadway entry on the westerly side of Mark West Station Road (access to Lot 2) to bring it into conformance with AASHTO standards. The entry shall meet the following criteria: to allow for the smooth and safe movement of passenger vehicles entering and exiting the public road (Mark West Station Road). This condition shall be void if the existing entrance meets these requirements. A signed and stamped statement from a Registered Civil Engineer, licensed in the State of California, will be required to prove the private roadway from Mark West Station Road accessing the Lot 2 meets these requirements.
- a. A minimum throat width of 18 feet.
 - b. Entrance curves having a minimum pavement radius of 25 feet; the entrance curves shall begin on a line that is 12 feet distant from, and parallel with, the physical centerline of Mark West Station Road. A 1:10 pavement taper shall be constructed on both sides of the entrance. Entrance curve radii may be reduced with the approval of the Fire Services Division of the Sonoma County Department of Emergency Services.
 - c. The minimum sight distance for vehicles entering and exiting the driveway shall be in accordance with current AASHTO requirements for the speed traveled on Mark West Station Road. Any monuments and/or signs that result from this proposal shall be located outside of the necessary sight distance triangles to achieve the minimum AASHTO required sight distance at each driveway.
 - d. The entry shall be surfaced with asphalt concrete a minimum distance of 25 feet from the existing

edge of pavement.

- e. The entry shall intersect the public road as close to perpendicular as possible, but in no case shall the entry intersect the public road at more than 20 degrees from perpendicular.
- f. Refer to County of Sonoma Department of Transportation and Public Works Construction Standard Drawing 814, latest revision, for private road and driveway intersection details.

56. Driveway cross-drains within the County right-of-way shall be upgraded to a minimum 18 inch culvert under the driveway.

57. The Applicant shall ensure the following is a NOTE ON MAP: "Prior to constructing any new private driveway intersection with the public road, or improving an existing intersection, the applicant shall obtain an encroachment permit from the Permit and Resource Management Department. The intersection improvements shall be constructed in accordance with the Department of Transportation and Public Works standards and the adopted conditions of approval."

58. The Applicant shall ensure the following is a NOTE ON MAP: "Driveway gates shall be located a minimum distance of 30 feet from the edge of the public road traveled way, in accordance with Sonoma County Mandatory Fire Safe Standards, Section 13-38."

59. The Applicant shall locate driveway gates a minimum distance of 30 feet from the edge of the public road traveled way, in accordance with Sonoma County Mandatory Fire Safe Standards, Section 13-38.

Fees:

60. The Applicant shall ensure the following is a Note on Map: "New construction on the parcels associated with this approval is subject to payment of a development fee (Traffic Mitigation Fee) to the County of Sonoma before issuance of any building permits, as required by Section 26, Article 98 of the Sonoma County Code."

Processing:

61. The Applicant shall obtain an Encroachment Permit issued by Permit Sonoma (PRMD) prior to constructing any improvements within County road right-of-way.

Completion of Required Improvements (access to Lot 2):

62. Prior to the filing of the Parcel Map, the Applicant shall either:

- a. Complete construction of the required improvements. (If the required construction is completed prior to filing of the subdivision map, the Applicant shall enter into an Improvement Maintenance Agreement and post security with the County of Sonoma, to guarantee the improvements for a period of one (1) year), or,
- b. Enter into an Improvement Agreement and post acceptable security with the County of Sonoma, agreeing to complete the required construction within the 24-month period following filing of the Final Map. Included in this Improvement Agreement shall be a requirement that the Applicant enter into an Improvement Maintenance Agreement and post security with the County of Sonoma, to guarantee the improvements for a period of one (1) year after acceptance of the improvements as being complete, by the County of Sonoma.

FIRE AND EMERGENCY SERVICES:

63. NOTE ON MAP: Development on this parcel is subject to the Sonoma County Fire Safe Standards

and shall be reviewed and approved by the County Fire Marshal/Local Fire Protection District. Said plan shall include, but not be limited to: emergency vehicle access and turn-around at the building sites), addressing, water storage for fire fighting and fire break maintenance around all structures. Prior to occupancy, written approval that the required improvements have been installed shall be provided to Permit Sonoma from the County Fire Marshal/Local Fire Protection District.

64. The subject property (or properties) must currently be in full compliance with Building Code regulations, Fire Code Regulations and Hazardous Materials regulations.
65. If this project is determined to be a "Project" according to the California Environmental Quality Act (CEQA), the Sonoma County Fire and Emergency Services shall be listed as a Responsible Agency for purposes of review and comment.

Construction Permits

66. A building permit shall be obtained for any construction, or any change in the use or character of a building.
67. Applicable Fire Code construction permits shall be obtained prior to any construction that would require such permit required by California Fire Code as adopted and amended by Sonoma County Code.

Access

68. To facilitate locating an emergency and to avoid delays in response; all existing and newly constructed or approved roadways and buildings whether public or private shall provide for safe access for emergency fire apparatus and civilian evacuation concurrently, and shall provide unobstructed traffic circulation during an emergency, and shall be constructed and maintained as required by Sonoma County Fire Safe Standards and the California Fire Code, as adopted and amended by Sonoma County Code.
 - a. All roadways shall provide year-round unobstructed access to conventional drive vehicles, including sedans and fire engines as required by Sonoma County Fire Safe Standards. If access is not consistent with year round access it shall be repaired or upgraded as necessary per the fire code.
 - b. All buildings shall be identified by approved address numbers, posted on signs clearly visible and legible from the roadway and at interchanges, as required by the California Fire Code as adopted and amended by Sonoma County Code, and as required by Sonoma County Fire Safe Standards.
 - c. Any newly created or approved roadways, newly constructed roadways, extended roadways, and reconstructed or improved roadways shall be constructed and maintained in compliance with the California Fire Code, as adopted and amended by Sonoma County Code, and as required by Sonoma County Fire Safe Standards.
 - d. An affirmative covenant that includes a road maintenance agreement, which shall run with the lands in perpetuity shall be created for any roadway in private ownership that provides vehicular access to more than one (1) parcel. Access roads shall have a minimum 25-0 twenty five foot eva easement provided for fire access.
 - (i) This is required on the 10 acre parcel having a sole access through another parcel.
69. Prior to recordation of the map, written approval that the required improvements have been installed shall be provided to PRMD from the County Fire Marshal/Local Fire Protection District. This may be required to be verified by field inspection.

PLANNING:

70. Dedication of parkland or payment of fees, in lieu of dedication, shall be paid prior to recordation of the Parcel Map. Alternatively, at the request of the subdivider, fees may be paid prior to issuance of building permits for new residential construction on each lot. If fees are intended to be paid prior to issuance of building permits, the following NOTE shall be placed on the Parcel Map:

NOTE ON MAP: “New residential construction on these parcels is subject to payment of parkland fees in accordance with Section 25-58 et. seq. of the Sonoma County Subdivision Ordinance. Evidence that fees are paid shall be provided to the Regional Parks Department prior to the issuance of building permits.”

71. If it is determined by survey prior to recordation of the Parcel Map that adequate land is not available to meet General Plan and Zoning densities, then the number of lots must be reduced in order to comply with required densities.
72. Prior to recording the Parcel Map the property owners shall execute and record a Right-to-Farm declaration on a form provided by Permit Sonoma.
73. All grading and building permits plans involving ground disturbing activities shall include the following notes:

“If paleontological resources or prehistoric, historic or tribal cultural resources are encountered during ground-disturbing work, all work in the immediate vicinity shall be halted and the operator must immediately notify the Permit Sonoma – Project Review staff of the find. The operator shall be responsible for the cost to have a qualified paleontologist, archaeologist or tribal cultural resource specialist under contract to evaluate the find and make recommendations to protect the resource in a report to Permit Sonoma. Paleontological resources include fossils of animals, plants or other organisms. Prehistoric resources include humanly modified stone, shell, or bones, hearths, firepits, obsidian and chert flaked-stone tools (e.g., projectile points, knives, choppers), midden (culturally darkened soil containing heat-affected rock, artifacts, animal bone, or shellfish remains), stone milling equipment, such as mortars and pestles, and certain sites features, places, cultural landscapes, sacred places and objects with cultural value to a California Native American tribe. Historic resources include all by-products of human use greater than fifty (50) years of age including, backfilled privies, wells, and refuse pits; concrete, stone, or wood structural elements or foundations; and concentrations of metal, glass, and ceramic refuse.

If human remains are encountered, work in the immediate vicinity shall be halted and the operator shall notify Permit Sonoma and the Sonoma County Coroner immediately. At the same time, the operator shall be responsible for the cost to have a qualified archaeologist under contract to evaluate the discovery. If the human remains are determined to be of Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of this identification so that a Most Likely Descendant can be designated and the appropriate measures implemented in compliance with the California Government Code and Public Resources Code.”

74. NOTE ON MAP: “Agricultural activities occur in the area and noise, dust, odor, smoke, and pesticide use may occur and are consistent with the Sonoma County General Plan Land Use designation for the area.”
75. This “At Cost” entitlement is not vested until all permit processing costs and development fees are paid in full. Additionally, no grading or building permits shall be issued until all permit processing costs and development fees are paid in full.
76. Prior to submitting the subdivision check print maps to the County Surveyor, the applicant shall submit, to Permit Sonoma - Project Review Division, a Condition Compliance Review Fee deposit

(amount to be determined consistent with the ordinance in effect at that time). This “At Cost” fee is a minimum deposit and condition compliance is charged on an actual cost basis. Should the actual costs exceed the amount of the fee, the applicant will be billed for additional costs. In addition, the applicant shall also pay any application processing fees that have exceeded the initial deposit fee to process the subdivision application.

77. All grading and development on site shall be done in compliance with the County Tree Protection Ordinance, including protection of trees during construction with a chain link fence at the dropline, and replacement of damaged or removed trees. The projects grading and landscape plans shall detail all tree protection implementation measures.

Permit Sonoma shall not sign off the grading or building permit for issuance until the project grading and landscape construction documents clearly show all tree protection measures (as required in the County Tree Protection Ordinance). Permit Sonoma Project Review staff shall not sign off the grading or building permit for occupancy until a site inspection has been conducted, and the applicant has provided written verification from the project’s landscape architect or contractor, that the tree protection measures were complied with.

78. NOTE ON MAP: “Affordable housing requirements apply to each residential lot pursuant to Section 26-89-040 F of the Sonoma County Code. Each nonexempt residential unit shall pay an in-lieu affordable housing fee at the time of issuance of the building permit, unless a building permit for a qualifying affordable unit is approved prior to or concurrent with the building permit for the nonexempt residential unit.”
79. This application, PLP16-0010, includes a request to expand the Agricultural Preserve No. 2-438 by 6.35 +/- acres. The applicant shall complete the addition to the Agricultural Preserve No. 2-438 and the rescission and replacement of the Land Conservation Act Contracts once the Lot Line Adjustment and Subdivision have recorded. These are subject to a separate Board of Supervisors action at the appropriate time.
80. The Director of Permit Sonoma is hereby authorized to modify these conditions for minor adjustments to respond to unforeseen field constraints provided that the goals of these conditions can be safely achieved in some other manner. The applicant must submit a written request to Permit Sonoma demonstrating that the conditions is infeasible due to specific constraints (e.g. lack of property rights) and shall include a proposed alternative measure or option to meet the goal or purpose of the condition. Permit Sonoma shall consult with affected departments and agencies and may require an application for modification of the approved Tentative Map. Changes to conditions that may be authorized by Permit Sonoma are limited to those items that are not adopted standards or were not adopted as mitigation measures or that were not at issue during the public hearing process. Any modification of the permit conditions shall be documented with an approval letter from Permit Sonoma, and shall not affect the original permit approval date or the term for expiration of the permit.

The owner/operator and all successors in interest, shall comply with all applicable provisions of the Sonoma County Code and all other applicable local, state and federal regulations.

LOT LINE ADJUSTMENT

Project Description: A Lot Line Adjustment between two parcels 177.74 acres and 6.35 acres in size, resulting in two parcels 172.90 acres and 11.19 acres in size.

NOTE: Amendments and changes to approved Lot Line Adjustment conditions may be considered by the Project Review and Advisory Committee at a later date if additional information justifies the changes and does not increase the intensity of use approved by the original approval. The Director of the Permit and Resource Management Department will determine if a public hearing is necessary and if additional fees are required.

NOTE: These conditions must be met and the application validated within 24 months, (April 3, 2020), unless a request for an extension of time is received before the expiration date.

NOTE: The Lot Line Adjustment must record prior to the Subdivision Map.

NOTE: If the Subdivision Map is not to be pursued after the Lot Line Adjustment the Land Conservation Act contracts SHALL be rescinded and replaced for these two parcels. In this case the application SHALL be made prior to recording the Lot Line Adjustment.

PRIOR TO RECORDING THE LOT LINE ADJUSTMENT:

To be Reviewed and Approved by the County Surveyor:

1. A draft description, prepared by a licensed land surveyor or civil engineer authorized to practice land surveying, showing the combination of lots or transfer of property shall be submitted to the County Surveyor for approval. The following note shall be placed on the deed or deeds. "The purpose of this deed is for a Lot Line Adjustment for the combination of a portion of the Lands of Krasilsa Pacific Farms LLC, as described by deed recorded under Document No. Official Record No. 2013-093657, Sonoma County Records, APN 066-280-048 with the Lands of McDonough Winery LLC, as described by deed recorded under Document No. Official Record No. 2007-073263, Sonoma County Records, APN 066-280-023. This deed is pursuant to PLP16-0010 on file in the office of the Sonoma County Permit and Resource Management Department.

Note: The County Surveyor may modify the above described note.

2. A site plan map of the Lot Line Adjustment shall be prepared by a licensed surveyor or civil engineer and attached to the deed(s) to be recorded. The site plan shall be subject to the review and approval of the County Surveyor. The following note shall be placed on said plan: "THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. Any errors or omissions on this exhibit shall not affect the deed description."
3. After approval of the deed description by the County Surveyor, a grant deed or deeds shall be prepared with all attachments such as the Site Plan listed in Condition #2 above, and provided to the Project Review Planner.

To be Reviewed and Approved by the Project Review Planner:

4. Submit verification to Planning that taxes and/or assessments, which are a lien and termed as payable, are paid to the Treasurer-Tax Collector's Department on all parcels affected by the adjustment. The Treasurer-Tax Collector knows the amount of the tax due.

5. The property owner(s) shall execute a Right-to-Farm Declaration on a form provided by Permit Sonoma to be submitted with the grant deed and attachments referenced in Condition #3 and any other documents to be recorded. The Right-to-Farm Declaration shall be recorded concurrently with the Permit Sonoma approved Lot Line Adjustment grant deed(s) and other documents to reflect the newly configured parcels.
6. Deed of Trust agreements, which encumber only portions of accepted legal lots, are violations of the Subdivision Map Act; therefore, prior to Permit Sonoma approval of the Lot Line Adjustment deeds for recordation the Applicant shall provide documentation showing that all Deeds of Trust have been modified to conform with the adjusted lot boundaries or that they are no longer in effect.

RECORDATION OF THE LOT LINE ADJUSTMENT DEEDS:

7. The packet containing all documents to be recorded shall be submitted to the Permit and Resource Management Department, Project Review for approval prior to recording. The approval will be noted by the planner placing a stamp on the front of the deeds to be recorded.
8. After approval by Project Review the grant deeds shall be recorded along with all other required documents.
9. In order to close the file a conformed copy of the deed or deeds and all other documents that are recorded as a part of this approval shall be submitted to the Permit and Resource Management Department.



MUNSELLE
CIVIL ENGINEERING

CIVIL ENGINEERING LAND PLANNING

Planning
Civil Engineering
Project Management
Construction Management
Surveying
Entitlements
Concept Design
Feasibility Studies

5-4-16

**County of Sonoma PRMD
2550 Ventura Avenue
Santa Rosa, CA 95403**

**Re: 3975 Mark West Station Road
Proposed Minor Subdivision
APN 066-280-048**

Project Statement

To whom it may concern,

The subject parcel totals 172.8 acres and is proposed to be split into 2 lots with a minimum lot acreage of 10 acres and a maximum lot size of 162.8 acres. The current General Plan designation is DA60 and the current zoning is DA B6 60 F2 RC50/50 RC100/50 SR VOH.

Proposed Lots

Lot 1—162.8 acres and has multiple existing farmworker residences and commercial structures related to the previous use as a dairy. The existing infrastructure is to remain.

Lot 2—10.0 acres and has an existing single family residence, well, driveway and septic system.

This application is proposing to split off one 10 acre cluster lot for the existing residence and 6.2 acre existing vineyard. The 162.8 remaining parcel will have a protective easement over it that indicates that the density has been transferred to the clustered area.

Parcel Access

There is an existing 1500 foot private driveway that serves the existing residence that will remain as part of the 10 acre lot. The 162.8 acre lot is split by Mark West Station Road and currently contains commercial structures and ag employee dwelling homes. No additional roads/driveways are proposed for the subdivision. No drainage improvements are necessary as the private driveway is existing. Since no improvements are proposed there will be no need for storm water treatment.

HEALDSBURG OFFICE:

513 Center Street
Healdsburg, CA 95448

phone (707) 395-0968

cell (707) 280-0474

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Erosion Control

No improvements are proposed, therefore no erosion control will be necessary.

Fire Safe and Vegetation Management Plan

If required, a fire safe & vegetation management plan can be provided to the County. No plan has been submitted as all structures are existing. In the event that any building permits are applied for then fire suppression systems will be provided per requirements in the building code.

If there are any questions, please contact me at 707-395-0969

Cort Munselle
Munselle Civil Engineering

Cc ~~Mark Gregg~~
(Owner of APN 029-050-085)

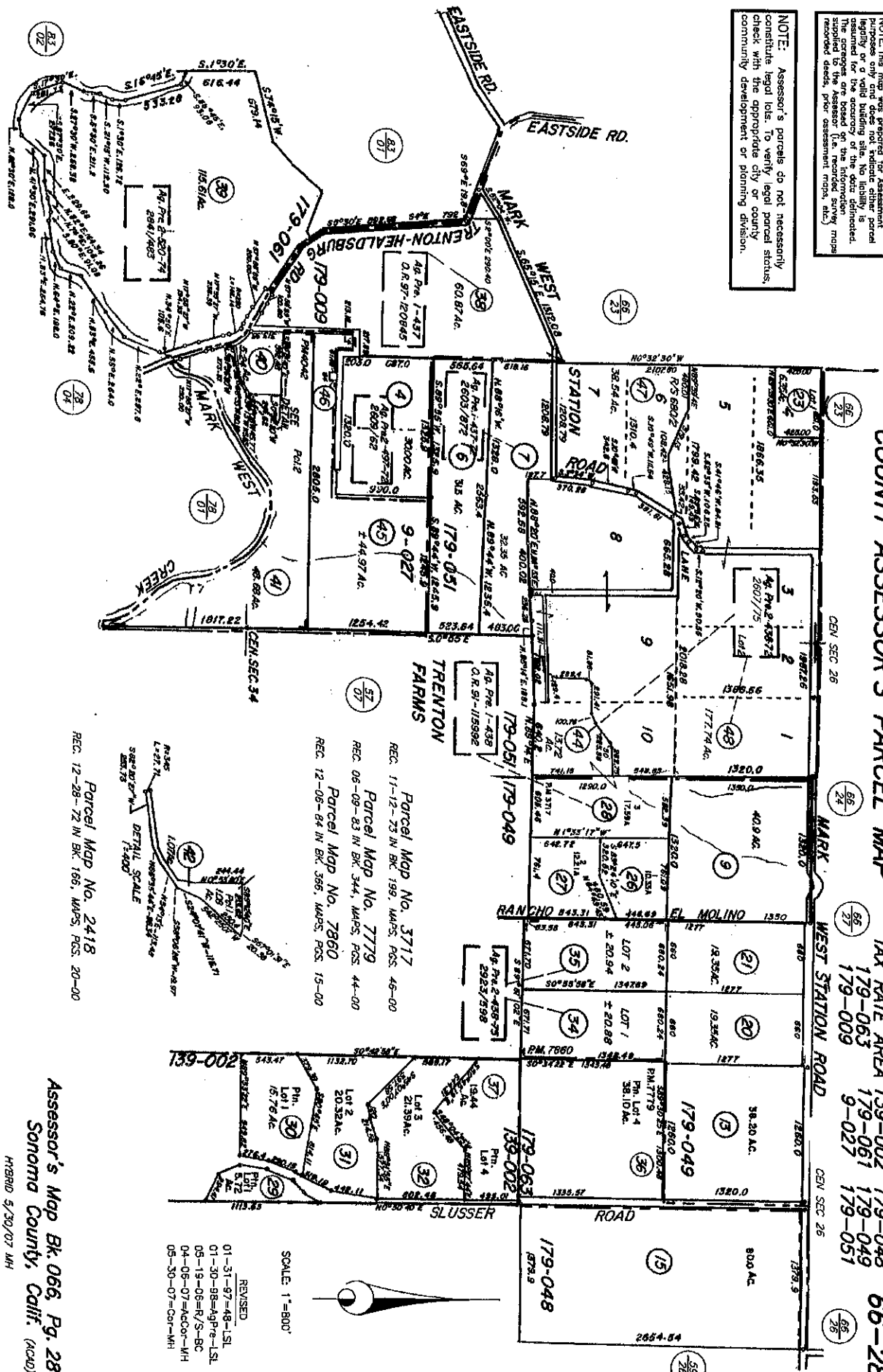
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NOTE: This map was prepared for Assessment purposes only and does not indicate either parcel boundaries or the location of the boundaries assumed for the purposes of the assessment. The acreages are based on the information supplied to the Assessor (i.e. recorded survey maps, recorded deeds, prior assessment maps, etc.)

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.

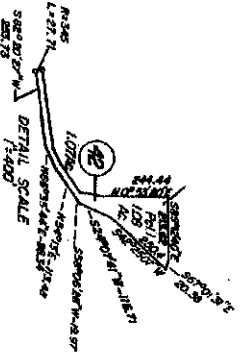
COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA 139-002 179-048 66-28
 179-063 179-061 179-049
 179-009 9-027 179-051

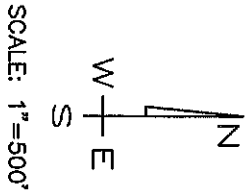
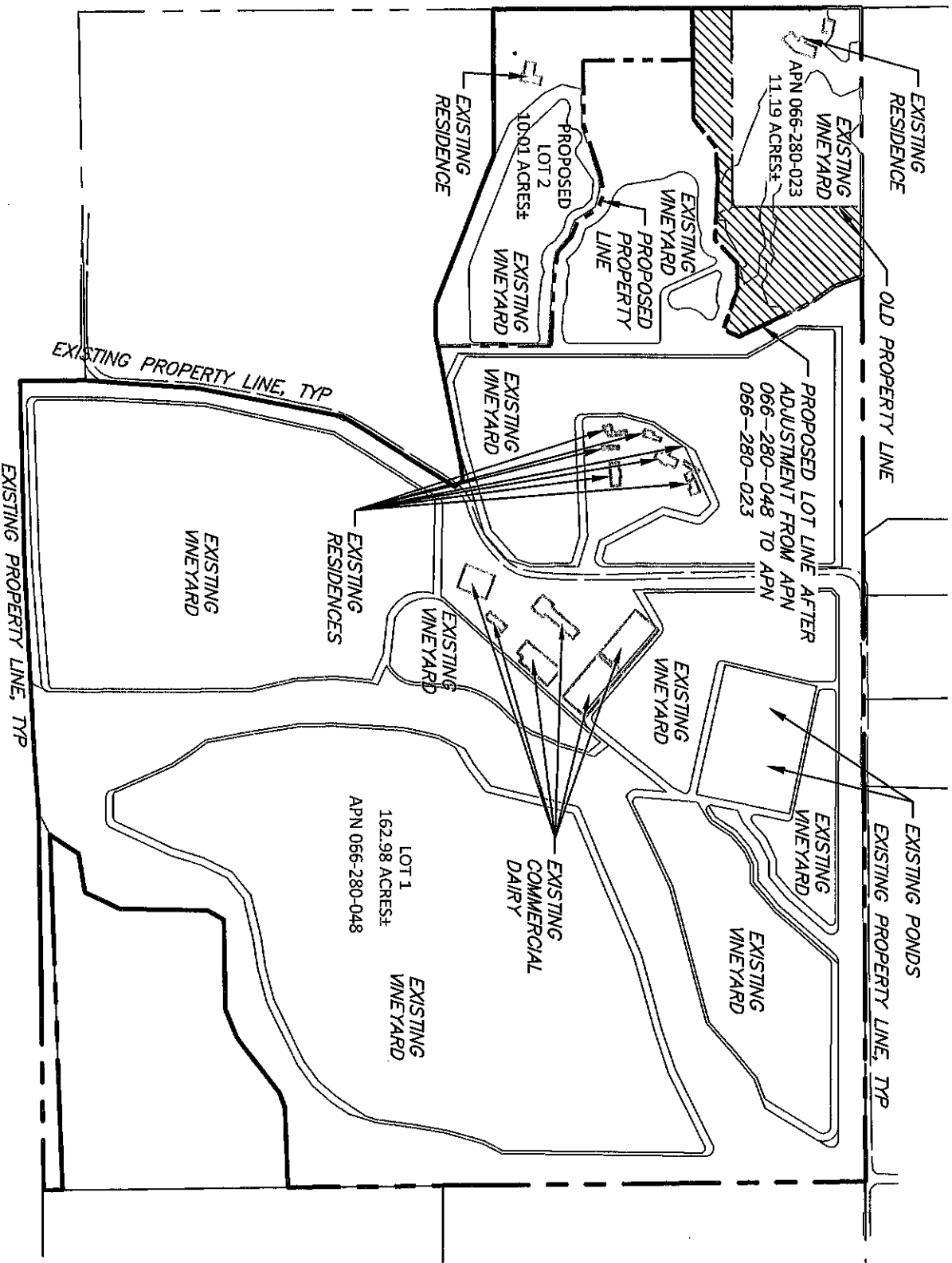


Parcel Map No. 2418
 REC. 12-28-72 IN BK. 166, MAPS. P.S. 20-00

Parcel Map No. 3717
 REC. 11-12-73 IN BK. 199, MAPS. P.S. 46-00
 Parcel Map No. 7779
 REC. 06-09-83 IN BK. 344, MAPS. P.S. 44-00
 Parcel Map No. 7860
 REC. 12-06-84 IN BK. 356, MAPS. P.S. 15-00



Assessor's Map Bk. 066, Pg. 28
 Sonoma County, Calif. (ACAD)
 HTBRD 5/30/07 JH



**MINOR SUBDIVISION AND LLA
SITE PLAN**
 APN 066-280-023 AND 066-280-048
 3975 MARK WEST STATION ROAD
 WINDSOR, CA



**MUNSELLE CIVIL
ENGINEERING**
 CIVIL ENGINEERING ♦ LAND PLANNING
 41015 RIVER ROAD
 CLOVERDALE, CA 95425
 (707) 894-9569

DATE:
12/09/2016

JOB NO.
31-13

SHEET 1 of 2



Proposed Negative Declaration

County of Sonoma
Permit & Resource Management Department

2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

Publication Date: March 19, 2018
Public Review Period: 3/19/2018 – 4/3/2018
State Clearinghouse Number:
Permit Sonoma File Number: **PLP16-0010**
Prepared by: Melinda Grosch
Phone: (707) 565-2397
Email: Melinda.Grosch@sonoma-county.org

Pursuant to Section 15071 of the State CEQA Guidelines, this proposed Negative Declaration and the attached Expanded Initial Study constitute the environmental review conducted by the County of Sonoma as lead agency for the proposed project described below:

Project Name: 3701 and 3975 Mark West Station Road Lot Line Adjustment, Minor Subdivision, and Land Conservation Contract

Project Applicant/Operator: Krasilsa Pacific Farms LLC, McDonough Winery LLC

Project Location/Address: 3701 and 3975 Mark West Station Road, Windsor

APN: 066-280-023 and 066-280-048

General Plan Land Use Designation: Diverse Agriculture (DA 60)

Zoning Designation: DA (Diverse Agriculture) 60 acres per dwelling unit density, F2 (Floodplain), RC 50/50 (Riparian Corridor 50 foot setback for structures/50 foot setback for agriculture), RC 100/50 (Riparian Corridor 100 foot setback for structures/50 foot setback for agriculture), SR (Scenic Resources), VOH (Valley Oak Habitat), and Z (Accessory Dwelling Unit Exclusion)

Decision Making Body: Sonoma County Board of Supervisors

Appeal Body: Planning Commission

Project Description: The applicant has requested a lot line adjustment between two parcels 177.74 acres and 6.35 acres in size, resulting in two parcels 172.90 acres and 11.19 acres in size. Then the parcel totaling 172.90 acres will be subdivided (Minor Subdivision) into two parcels of 162.89 and 10.01 acres in size. The applicant also requests that the existing Non-Prime Land Conservation (Williamson) Act contract be rescinded and replaced with three new contracts after the project has been approved.



Expanded Initial Study

County of Sonoma
Permit & Resource Management Department

2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

INTRODUCTION: The Project Applicant, Cort Munselle, proposes a Lot Line Adjustment, Minor Subdivision, and Land Conservation Act Contract modification. The Sonoma County Permit and Resource Management Department (Permit Sonoma) sent a letter to the appropriate local, state and federal agencies and interest groups who may wish to comment on the project. This report is the Initial Study required by the California Environmental Quality Act (CEQA). Melinda Grosch, Project Review Planner, and Mary Nicholl, Environmental Specialist, with Permit Sonoma, prepared this report. Information on the project was provided by Cort Munselle. Technical studies provided by qualified consultants are attached to this Expanded Initial Study to support the conclusions. Other reports, documents, maps and studies referred to in this document are available for review at Permit Sonoma or on the County's website at: <http://www.sonoma-county.org/prmd/divpages/projrevdiv.htm>

Please contact Melinda Grosch, Planner, at Melinda.Grosch@sonoma-county.org or (707) 565-2397, for more information.

I. EXISTING FACILITY

The project site consists of two parcels of 177.74 acres and 6.35 acres developed with residences, vineyards, wells, septic system, and commercial dairy structures. Vineyards and dairy to the North and East with a Sonoma County Water Agency Reservoir to the South and open space to the West surround the subject parcels. Windsor Creek runs through the largest parcel.

There is an existing 1500 foot private driveway that serves the existing residence. The 177.74 acre lot is split by Mark west Station Road and currently contains commercial structures and ag employee dwelling homes. The parcels have existing septic, well, Pacific Gas and Electric electricity meter, and serviced propane. No additional roads/driveways or residences are proposed for the subdivision. No grading, additional plantings, wells, or septic systems are proposed.

II. PROJECT DESCRIPTION

The applicant has requested a lot line adjustment between two parcels 177.74 acres and 6.35 acres in size, resulting in two parcels 172.90 acres and 11.19 acres in size. Then the parcel totaling 172.90 acres will be subsequently subdivided (Minor Subdivision) into two parcels of 162.89 and 10.01 acres in size. The applicant also requests that the existing Non-Prime Land Conservation (Williamson) Act contract be rescinded and replaced with three new contracts after the project has been approved.

There are no physical changes to the existing structures or site proposed with this project.

A vicinity map and Tentative Map are attached for reference.

III. SETTING

Site Characteristics

The project sites are developed parcels located on Mark West Station Road. Developments on the parcel include an residences and vineyards and several large agricultural structures. The site contains two U.S. Geological Survey (USGS) 'blue line' streams in the lower eastern portion of the 177.74-acre parcel. The site lies within the Santa Rosa Plain Conservation Strategy Area for California Tiger Salamander (*ambystoma californiense*), but is located "out of the potential range" for this species. Charles Patterson a plant ecologist surveyed the site for wetland habitats in 1991 and 2013; he concluded that the site does not support any wetland habitats.

Surrounding Land Use

Vineyards and pastures to the North and East with a Sonoma County Water Agency Reservoir to the South and open space to the West around the subject parcels. Windsor Creek and an Unnamed Tributary run through the largest parcel from the Northeast southerly to join Mark West Creek and eventually the Russian River.

IV. ISSUES RAISED BY THE PUBLIC OR AGENCIES

A referral packet was drafted and circulated to inform and solicit comments from selected relevant local, state, and federal agencies; and to special interest groups that were anticipated to take interest in the project. Responses were received from the Sonoma County Airport Land Use Commission, the Agricultural Commissioner, the Northwest Information Center, the County Surveyor, the Project Review Health Specialist, Community Development Commission, Fire and Emergency Services, and local Tribes.

V. OTHER RELATED PROJECTS

The County is not aware of any projects in the immediate area that would contribute to cumulative impacts beyond those anticipated with implementation of County General Plan.

VI. EVALUATION OF ENVIRONMENTAL IMPACTS

This section analyzes the potential environmental impacts of this project based on the criteria set forth in the State CEQA Guidelines and the County's implementing ordinances and guidelines. For each item, one of four responses is given:

No Impact: The project would not have the impact described. The project may have a beneficial effect, but there is no potential for the project to create or add increment to the impact described.

Less Than Significant Impact: The project would have the impact described, but the impact would not be significant. Mitigation is not required, although the project applicant may choose to modify the project to avoid the impacts.

Potentially Significant Unless Mitigated: The project would have the impact described, and the impact could be significant. One or more mitigation measures have been identified that will reduce the impact to a less than significant level.

Potentially Significant Impact: The project would have the impact described, and the impact could be significant. The impact cannot be reduced to less than significant by incorporating mitigation measures. An environmental impact report must be prepared for this project.

Each question was answered by evaluating the project as proposed, that is, without considering the effect of any added mitigation measures. The Initial Study includes a discussion of the potential impacts and does not identify any significant impacts from the project. All references and sources used in this Initial Study are listed in the Reference section at the end of this report and are incorporated herein by reference.

1. AESTHETICS:

Would the project:

a) Have a substantial adverse effect on a scenic vista?

Comment:

The Project is in an area designated as scenic resources by the Sonoma County General Plan. However, the project proposes no physical changes to the site and therefore would not have an adverse effect on a scenic vista.

Significance Level:

No Impact

b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?

Comment:

The parcel is not located on a site visible from a state scenic highway.

Significance Level:

No Impact

c) Substantially degrade the existing visual character or quality of the site and its surroundings?

Comment:

Site features include an existing dairy farm, residence, and vineyards that are all visual characteristics of the Eastside Road Scenic Landscape Unit. This area is an important transition between the community of Windsor and the agricultural and mineral resource areas of the Russian River Valley. However, the project proposes no changes to the existing visual character or quality of the site or its surroundings.

Significance Level:

No Impact

d) Create a new source of substantial light or glare which would adversely affect day or nighttime view in the area?

Comment:

The proposed project will not create a new source of light or glare, because no new structures or physical changes to the site are proposed.

Significance Level:

No Impact

2. AGRICULTURE AND FOREST RESOURCES:

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

Would the project:

- a) **Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?**

Comment:

The site currently contains approximately 122.5 acres of vineyard. According to the Sonoma County Important Farmlands Map, the project site is designated as Prime (42.8 acres), Important (3.7 acres), Local (86.8 acres), Unique (10.3 acres), and Other (32.4 acres) farmlands. The area of Unique soils is within the riparian area and is not planted in vineyards nor developed with any structures. The site is already planted in vineyards and developed with dwellings and agricultural structures and no additional development is proposed. The project involves a Lot Line Adjustment and Subdivision and is consistent with the General Plan. No change in the land use or zoning is proposed. Foreseeable development includes those uses permitted by the DA (Diverse Agriculture) zoning district, including the possible planting of a small amount of additional vineyards. This does not constitute conversion of important farmland to non-agricultural use. The primary use of the site would remain vineyards.

Significance Level:

No Impact

- b) **Conflict with existing zoning for agricultural use, or Williamson Act Contract?**

Comment:

The subject property has a DA (Diverse Agriculture) zoning designation and is under a Land Conservation (Williamson) Act contract. The DA zoning designation has a minimum parcel size of 10 acres. The two parcels included in the project have a density designation of 60 acres per dwelling unit, however, one parcel is currently only 6.35 acres. After the Lot Line Adjustment the parcel will be 11.1 acres and will have 6 acres of vineyards thus meeting the minimum parcel size. The 6 acres of vineyard represent 54% of the lot thus meeting the criteria for a qualifying agricultural use for a Land Conservation Act Contract. The other parcel will be 172.8 acres with 119.5 acres of vineyards resulting in 69% of the parcel being devoted to agriculture; again qualifying for a Land Conservation Act Contract.

The Minor Subdivision will result in a 10.1 acre parcel with 6.23 acres of vineyards and a 162.8 acre parcel with 116.5 acres of vineyard. These parcels will meet both the minimum parcel size of 10 acres and the requirements for inclusion in a Land Conservation Act contract. For more on compliance with the Zoning Code see Section 10. Land Use below.

Significance Level:

No Impact

- c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 4526) or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?**

Comment:

The project site is not within an area designated for timberland or zoned as Timberland Production.

Significance Level:

No Impact

- d) Result in the loss of forest land or conversion of forest land to non-forest use?**

Comment:

The site is already planted in vineyard and developed with dwellings and agricultural structures.

Significance Level:

No Impact

- e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of farmland, to non-agricultural use or conversion of forest land to non-forest use?**

Comment:

The project does not involve other changes in the environment that could result in conversion of farmland to non-agricultural use or forest land to non-forest use.

Significance Level:

No Impact

3. AIR QUALITY:

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Would the project:

- a) Conflict with or obstruct implementation of the applicable air quality plan?**

Comment:

The project is within the jurisdiction of the Bay Area Air Quality Management District (BAAQMD), which is currently designated as a nonattainment area for state and federal ozone standards, the state PM₁₀ standard, and the state and federal PM_{2.5} standard. The District has adopted an Ozone Attainment Plan and a Clean Air Plan in compliance with Federal and State Clean Air Acts. These plans include measures to achieve compliance with both ozone standards. The plans deal primarily with emissions of ozone precursors (nitrogen oxides (NO_x) and volatile organic compounds, also referred to as Reactive Organic Gases (ROG)). The project will not conflict with the District's air quality plans because the proposed use is well below the emission thresholds for ozone precursors

(see discussion in (b) below).

Significance Level:

No Impact

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

Comment:

State and Federal standards have been established for the "criteria pollutants": ozone, carbon monoxide, nitrogen dioxide, sulfur dioxide and particulates (PM₁₀ and PM_{2.5}).

The pollutants NO_x (nitrogen oxides) and reactive organic gases (ROG) form ozone in the atmosphere in the presence of sunlight. The principal source of ozone precursors is vehicle emissions, although stationary internal combustion engines are also considered a source. The project does not propose any physical changes that would result in the increase of "criteria pollutants."

Following use of the screening criteria for ROG and NO_x, found in the BAAQMD Air Quality Guidelines (Table 3-1), a detailed air quality study is not required, and emissions of criteria pollutants from the project would have no impact.

Because the project will not cause significant long-term emissions of criteria pollutants, the project will not violate any air quality standard.

Significance Level:

No Impact

c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable Federal or State ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

Comment:

The project is within the jurisdiction of the Bay Area Air Quality Management District, which is currently designated as a nonattainment area for state and federal ozone standards. The project will not have a cumulative effect on ozone because it will not generate substantial traffic which would result in substantial emissions of ozone precursors (ROG and NO_x). See discussion above in 3 (b). The project will have no long-term effect on PM_{2.5} and PM₁₀, because no ground disturbance activities are proposed that would increase particulate matter into the air.

Significance Level:

No Impact

d) Expose sensitive receptors to substantial pollutant concentrations?

Comment:

Sensitive receptors include hospitals, schools, convalescent facilities, and residential areas. State the type and location of the nearest sensitive receptor. No such receptors are located near the project site. The project would not expose sensitive receptors to significant concentrations of pollutants because of the analysis above in 1 (b) and 1(c).

Significance Level:

No Impact

e) Create objectionable odors affecting a substantial number of people?

Comment:

The project is not an odor generating use, nor located near an odor generating source that may affect the use, and would have no odor impact.

Significance Level:

No Impact

4. BIOLOGICAL RESOURCES:

Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

Comment:

The project is not proposing any physical changes to the site that would result in ground disturbing activities or vegetation removal. The project is within the California Tiger Salamander Conservation Strategy area, but is outside of the range of this species and listed special status plants.

The adjustment of acreage across parcels, and maintaining the Land Conservation Act Contract status, with no physical changes to the site, would not adversely impact habitat or species. The large parcel (177.74-acres) has two USGS "blue line" streams; however, no physical changes to the project site or activities that would adversely affect these streams or special status species habitat are proposed.

Significance Level:

No Impact

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

Comment:

The project site has two USGS "blue line" streams and riparian vegetation. The Sonoma County General Plan designated all blue line streams for protection and established Streamside Conservation Areas in the riparian corridor overlay zone to protect riparian habitat. Plant Ecologist, Charles Patterson surveyed the project site and concluded that the project site does not support wetland habitats aside from the riparian corridors, which are already protected. The required distance for development from a riparian corridor is 50 to 100 feet as reflected on the zoning maps. The project would not have an adverse effect on riparian habitat because the project does not propose any physical changes to the site.

Significance Level:

No Impact

- c) **Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?**

Comment:

Plant Ecologist, Charles Patterson surveyed the project site and concluded that the project site does not support wetland habitats aside from the riparian corridors, which are already protected. The required distance for development from a riparian corridor is 50 to 100 feet as reflected on the zoning maps. The project would not have an adverse effect on riparian habitat because the project does not propose any physical changes to the site.

Significance Level:

No Impact

- d) **Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?**

Comment:

Although, several common bird species use the project site, the project would not disrupt or interfere with migrations. The project is not proposing any construction activities that would require tree removal. Therefore, the project would not disrupt or interfere with the movement of wildlife or impede the use of native wildlife nursery sites.

Significance Level:

No Impact

- e) **Conflict with any local policies or ordinances protecting biological resources, such as tree preservation policy or ordinance?**

Comment:

The project does not conflict with any local policies or ordinances protecting biological resources. The project site is located within the boundaries of the Valley Oak Habitat Combining District and Riparian Corridor Combining District, as designated in the Sonoma County General Plan 2020. The Sonoma County General Plan 2020 (Sonoma County 2008) Land Use Element and Open Space & Resource Conservation Element both contain policies to protect natural resource lands including, but not limited to watershed, fish and wildlife habitat, biotic areas, and habitat connectivity corridors. Policy OSRC-8b establishes streamside conservation areas along designated riparian corridors.

The RC combining zone is established to protect biotic resource communities, including critical habitat areas within and along riparian corridors, for their habitat and environmental value, and to implement the provisions of the General Plan Open Space and Resource Conservation and Water Resources Elements. These provisions are intended to protect and enhance riparian corridors and functions along designated streams, balancing the need for agricultural production, urban development, timber and mining operations, and other land uses with the preservation of riparian vegetation, protection of water resources, floodplain management, wildlife habitat and movement, stream shade, fisheries, water quality, channel stability, groundwater recharge, opportunities for recreation, education and aesthetic appreciation and other riparian functions and values. The project is consistent with this zoning because

no physical changes to the project site or riparian vegetation are proposed.

Chapter 26, Article 88. Sec. 26-08-010 (m) of the Sonoma County Code contains a tree protection ordinance (Sonoma County 2013). The ordinance designates 'protected' trees as well as provides mitigation standards for impacts to protected trees. Sonoma County established the Valley Oak Habitat Combining District to protect and enhance valley oak woodlands. In the district the removal of a Valley Oak is required to be mitigated through replacement, payment of fees or preservation of other valley oaks on the property. No Valley Oaks will be removed as a part of this project

The project does not conflict with either of these policies because no Valley Oaks or Riparian Vegetation will be removed.

Significance Level:

No Impact

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state Habitat Conservation Plan?

Comment:

The project is located within the Santa Rosa Plain Conservation Strategy study area, however it is classified as out of range for California Tiger Salamander. There is the potential for listed plants on the site and mitigation for listed plants may be required. Plant Ecologist, Charles Patterson surveyed the project area and concluded the habitat would not support listed plants. There are no adopted Habitat Conservation Plans or Natural Community Conservation Plans applicable to the project site.

Significance Level:

No Impact

5. CULTURAL RESOURCES:

Would the project:

a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?

Comments:

Tom Origer & Associates completed a historical resources study of the project site on September 14, 2017. Origer & Associates conducted this intensive field study in compliance with the requirements of the California Environmental Quality Act. Origer & Associates did not find any significant historical resources within the study area, and therefore, no resource-specific recommendations are warranted. There are no historical resources on the property; therefore, there will be no impact.

Significance Level:

No Impact

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

Comment:

See item 5(a) above. There are no known archaeological resources on the site and no excavation will take place as a result of the project.

Significance Level:

No Impact

c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Comment:

A Cultural Resources Survey was prepared for the project by professional archaeologists on September 18, 2017. Tom Origer & Associates completed a historical resources study of the project site on September 14, 2017. Origer & Associates conducted this intensive field study in compliance with the requirements of the California Environmental Quality Act. Origer & Associates did not find any significant historical or paleontological resources within the study area, and therefore, no resource-specific recommendations are warranted. There are no historical resources on the property and no excavation will take place as a result of this project; therefore, there will be no impact to paleontological resources.

Significance Level:

No Impact

d) Disturb any human remains, including those interred outside of formal cemeteries?

Comment:

No burial sites are known in the vicinity of the project, and no excavation will take place as a result of this project.

Significance Level:

No Impact

6. GEOLOGY AND SOILS:

Would the project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

- i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.**

Comment:

The project site is not within a fault hazard zone as defined by the Alquist-Priolo fault maps. Also, the project will not result in the construction of structures for people to occupy on the project site.

Significance Level:

No Impact

ii. Strong seismic ground shaking?

Comment:

All of Sonoma County is subject to seismic shaking that would result from earthquakes along the San Andreas, Healdsburg-Rodgers Creek, and other faults. Applying geotechnical evaluation techniques and appropriate engineering practices diminishes potential injury and damage from seismic activity. Using these techniques exposes fewer people and less property to the effects of a major damaging earthquake. The project does not propose any new site design or construction and therefore, will not expose people to substantial risk or injury from seismic shaking.

Significance Level:

No Impact

iii. Seismic-related ground failure, including liquefaction?

Comment:

Strong ground shaking can result in liquefaction, the sudden loss of shear strength in saturated sandy material, resulting ground failure. Areas of Sonoma County most at risk of liquefaction are along San Pablo Bay and in alluvial valleys. The project site has areas subject to liquefaction along and between the two USGS blue line streams. These areas coincide with the areas in the RC Combining District that prohibits development. Additionally, areas outside the RC area are planted in vineyards and not planned for development.

Significance Level:

No Impact

iv. Landslides?

Comment:

The geologic and topographic character of an area determines its potential for landslides. Steep slopes, the extent of erosion, and the rock composition of a hillside can aid in predicting the probability of slope failure. The project site rises to the west and there are two areas indicated as having the potential for landslides. All of the parcels are already developed with residential uses and no development is proposed. Landslides will not result in risks to human health or safety.

Significance Level:

No Impact

b) Result in substantial soil erosion or the loss of topsoil?

Comment:

The project does not include new construction or other physical changes that would result in soil erosion or the loss of topsoil.

Significance Level:

No Impact

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a

result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Comment:

The project site is subject to seismic shaking and other geologic hazards as described in item 6.a.ii, iii, and iv, above.

Significance Level

No Impact

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

Comment:

The project does not include new construction or other physical changes. Therefore, potential soil expansion will not create substantial risks to life or property at the proposed project site.

Significance Level:

No Impact

e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

Comment:

The project site is not in an area served by public sewer and has existing septic systems on the property. No additional septic systems are proposed or additional dwelling units that would require an additional septic system.

Significance Level:

No Impact

7. GREENHOUSE GAS EMISSIONS:

Would the project:

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Comment:

The County is currently in the process of adopting a Climate Action Plan in conjunction with the other local agencies in Sonoma County that will employ the requirements of CEQA Guideline 15183.5. Pending completion of that plan, the County concurs with and utilizes as County thresholds the thresholds that Bay Area Air Quality Management District (BAAQMD) staff have recommended as greenhouse gas significance thresholds. The County concurs that these thresholds are supported by substantial evidence for the reasons stated by BAAQMD staff. For projects other than stationary sources the greenhouse gas significance threshold is 1,100 metric tons per year of CO₂e or 4.6 metric tons of CO₂e per service population (residents and employees) per year. [For plan level emissions analysis, the significance threshold is 6.6 metric tons per service population per year of CO₂e.] BAAQMD's staff's analysis is found in the document titled "Revised Draft Options and Justification Report, October, 2009," which is a publically available document that can be obtained

from the BAAQMD website or from the County.

In order to determine the significance of the impact the project was analyzed against BAAQMD screening criteria derived using default emission assumptions in URBEMIS and using off-model greenhouse gas estimates for indirect emissions from electrical generation, solid waste and water conveyance. The project is below the applicable screening criteria and so will not exceed the 1,100 MT of CO₂e/yr. threshold of significance for project other than permitted stationary sources.

The BAAQMD included a table of project screening sizes in their May 2011 Guidelines. The project will not involve construction, excavation, or any additional development. The existing project site and its uses are below the threshold for impacts.

Significance Level:

No Impact

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Comment:

The County does not have an adopted Climate Action Plan but has established greenhouse gas reduction goals. The project, by implementing current county codes would be consistent with local or state plans, policies, or regulations adopted for the purpose of reducing emissions of greenhouse gases.

Significance Level:

No Impact

8. HAZARDS AND HAZARDOUS MATERIALS:

Would the project:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Comment:

The proposed project will not create a hazard to the public or the environment through the routine transport use, or disposal of hazardous material because no construction or physical changes to the existing site are proposed.

Significance Level:

No Impact

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Comment:

The project does not include new construction or other physical changes to the existing site. Nor does the project include chemicals, oils, lubricants, cleaning solvents and other associated agents. As

such, the project is not expected to create a significant risk of upset or hazard to human health and safety. See Item 8.a. above.

Significance Level:

No Impact

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Comment:

There are no schools or hospitals within a quarter mile of the project site. The project does not include new construction or other physical changes to the site that would emit hazardous emissions or substances within a quarter mile radius.

Significance Level:

No Impact

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Comment:

There are no known hazardous materials sites within or adjacent to the project limits, based on a review of the following databases on October 31, 2017.

1. The State Water Resources Control Board Geotracker database,
2. The Department of Toxic Substances Control EnviroStor database (formerly known as Calsites),
and
3. The California Integrated Waste Management Board Solid Waste Information System (SWIS).

Significance Level:

No Impact

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

Comment:

The project site is located within the "Primary Referral Area Boundary" for the Airport Land Use Plan. The project was reviewed by the Sonoma County Airport Land Use Commission staff on December 27, 2016. He found "the project itself is located outside of any safety area and is not located in an expected flight path." And the "project will not be in conflict with any part of the CALUP, and the ALUC can therefore, find this project to be consistent with the CALUP without any mitigation."

Significance Level:

No Impact

- f) For a project located within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?**

Comment:

There are no known private airstrips within the vicinity of the proposed project. The project is located within two miles of a public airport, however no new construction or physical changes to the project site are planned that would pose a safety risk to the airport or people residing or working in the project area.

Significance Level:

No Impact

- g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?**

Comment:

The project would not impair implementation of, or physically interfere with the County's adopted emergency operations plan. There is no separate emergency evacuation plan for the County. In any case, the project would not change existing circulation patterns significantly, and would have no effect on emergency response routes.

Refer to section 16.e Transportation and Traffic for discussion of emergency access. (Sources ##)

Significance Level:

No Impact

- h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?**

Comment:

According to the Wildland Fire Hazard Areas mapping of the Sonoma County General Plan 2020, the project is located in a moderate fire hazard zone. The project site is structures intermixed with riparian and vineyards. The project site is located in a flat area with vineyard and cover crop vegetative cover, and would therefore be subject to wildland fire risk. The project will not increase the risk as no additional development will result from the project.

Significance Level:

No Impact

9. HYDROLOGY AND WATER QUALITY:

Would the project:

- a) Violate any water quality standards or waste discharge requirements?**

Comment:

The project site has two existing wells for water supply. There are no proposed physical changes to the site that would result in the violation of any water quality standard.

Significance Level:

No Impact

- b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?**

Comment:

The project site is in a class 1 Major Groundwater Basin with existing wells serving the existing development. The two smaller lots each have their own separate wells already and the large parcel has its own wells serving domestic and irrigation purposes. There will be no increase in the use of water as a result of this project as each lot created by the subdivision is already developed to the maximum extent and developed with vineyards.

Significance Level:

No Impact

- c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?**

Comment:

Two USGS "blue line" streams run through the large parcel (177.74 acres); Windsor Creek and an Unnamed Tributary are approximately 1600 feet from the lot line. There are also two on-site ponds associated with the agricultural uses that also collect sheet flow from the property. Plant Ecologist, Charles Patterson surveyed the project site and he concluded that the project site does not support wetland habitats aside from the riparian corridor associate with Windsor Creek and its Unnamed Tributary. The project would not alter the existing drainage patterns from the vineyards, existing driveways, residences, and agricultural buildings on the project site.

Significance Level:

No Impact

- d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?**

Comment:

See response to item (C) above. The project is not proposing any physical changes to the site that would change the drainage pattern of the site.

Significance Level:

No Impact

- e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?**

Comment:

The proposed project would not cause more than one acre of ground disturbance or exceed the capacity of existing storm-water drainage systems. The project is not proposing any physical changes to the site that would create or contribute runoff water or change the drainage of the site.

Significance Level:

No Impact

f) Otherwise substantially degrade water quality?

Comment:

No other potential water quality impacts have been identified.

Significance Level:

No Impact

g) Place housing within a 100-year hazard area as mapped on a federal Flood hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

Comment:

The County used FEMA Flood Insurance Rate Maps to map flood hazard areas in its General Plan 2020 in order to guide the placement of housing outside of flood and other natural hazard areas. The project site is located within an F2 Floodplain. The project is not proposing new housing or any physical changes to the site.

Significance Level:

No Impact

h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?

Comment:

The proposed project is located within a 100-year flood hazard area; however, there is no potential to increase flood elevations due to fill within the floodplain. The project is not proposing any physical changes to the site. The County's Grading Ordinance includes a provision that requires no net fill within floodplains. This allows some fill provided an equal amount is removed from within the floodplain. The ordinance also requires that the floor elevation of occupied structures be above the base flood elevation.

Significance Level:

No Impact

i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

Comment:

The proposed project is in close proximity to Windsor Creek and an Unnamed Tributary that has the potential to flood during severe weather events. There is no levee or dam on these streams. Existing

development is located well away from the waterways. Maintaining the riparian vegetation and setbacks will prevent the existing structures from flood damage.

Significance Level:

No Impact

j) Inundation by seiche, tsunami, or mudflow?

Comment:

The proposed project site is not located in an area subject to seiche or tsunami. Seiche is a wave in a lake triggered by an earthquake. Heavy rainfall, earthquakes or volcanic eruption can trigger mudflow. See discussion of landslide in 6.a.iv. above for areas with high potential for mudflow. Tsunamis are ocean waves triggered by earthquakes. The site is not located on the coast.

Significance Level:

No Impact

10. LAND USE AND PLANNING:

Would the project:

a) Physically divide an established community?

Comment:

The project would not physically divide a community. It does not involve construction of a physical structure (such as a major transportation facility) or removal of a primary access route (such as a road or bridge) that would impair mobility within an established community or between a community and outlying areas.

Significance Level:

No Impact

b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

Comment:

The Sonoma County General Plan 2020 designates the project site as Diverse Agriculture. The Diverse Agriculture designation was applied to parcels that have the soil, climate, and water conditions to support farming but where small acreage intensive farming and part-time farming activities are predominant. The current land uses implement the provisions of the Diverse Agriculture land use category of the General Plan and the policies of the Agricultural Resource Element. The proposed Lot Line Adjustment and subsequent Minor Subdivision of the larger parcel (177.74-acre) are consistent with this designation.

The original parcel size of 172.81 acres is only large enough to be subdivided into two parcels (172.81 acres/60 acres = 2 parcels). Since the division results in one parcel of 11 acres and one of 162.8 there appears to be residual subdivision potential. Therefore a standard condition of approval

will need to be applied to the resulting 162.8 acre parcel to place it into the B7 (Frozen Lot Size) designation indicating that no further subdivision is possible.

Significance Level:

No Impact

c) Conflict with any applicable habitat conservation plan or natural community conservation plan?

Comment:

See 4.f. above. The project site is not located in an area subject to a habitat conservation plan or natural community conservation plan. Habitat conservation plans and natural community conservation plans are site-specific plans to address effects on sensitive species of plants and animals. The project site is not located in an area subject to a habitat conservation plan or natural community conservation plan. In Sonoma County Habitat Conservation Plans only affect certain land in timber production areas in the northwest county (for spotted owl) and in the lower Petaluma River/Sonoma Creek watershed (for saltmarsh harvest mouse/black rail/clapper rail). Refer to discussion under Biological Resource, item 4.f.

Significance Level:

No Impact

11. MINERAL RESOURCES:

Would the project:

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

Comment:

The project site is not located within a known mineral resource deposit area (Sonoma County Aggregate Resources Management Plan, as amended 2010). Sonoma County has adopted an Aggregate Resources Management Plan that identifies aggregate resources of statewide or regional significance (areas classified as MRZ-2 by the State Geologist).

Significance Level:

No Impact

b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

Comment:

The project site is not located within an area of locally-important mineral resource recovery site and the site is not zoned MR (Mineral Resources) (Sonoma County Aggregate Resources Management Plan, as amended 2010 and Sonoma County Zoning Code). No locally-important mineral resources are known to occur at the site.

Significance Level:

No Impact

12. NOISE:

Would the project:

- a) **Exposure of persons to or result in generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?**

Comment:

The project will not increase transportation noise at the site, because the project will not generate a permanent increase in traffic volumes or shift travel lanes closer to any sensitive noise receptors.

Significance Level:

No Impact

- b) **Exposure of persons to or result in generation of excessive ground borne vibration or ground borne noise levels?**

Comment:

The project contains no construction or physical changes to the site. There are no activities or uses associated with the project that would expose persons to or generate excessive ground borne vibration or ground borne noise levels.

Significance Level:

No Impact

- c) **A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?**

Comment:

Residential uses are considered to be a noise sensitive land use and the project is not expected to substantially increase noise levels in the area.

Significance Levels

No Impact

- d) **A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?**

Comment:

The project does not include construction or any physical change to the site. There will not be a temporary or periodic increase in ambient noise levels as a result of the project.

Significance Level:

No Impact

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

Comment:

The project was reviewed by the Sonoma County Airport Land Use Commission on December 27, 2016. The Commission found that the project would be consistent with the Comprehensive Airport Land Use Plan (CALUP) Noise Policies without any mitigation measures.

Significance Level:

No Impact

f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

Comment:

There are no known private airstrips within the project area and people residing or working in the project area would not be exposed to excessive noise.

Significance Level:

No Impact

13. POPULATION AND HOUSING:

Would the project:

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Comment:

The project would not include construction of a substantial amount of homes, businesses or infrastructure and therefore would not induce substantial population growth.

Significance Level:

No Impact

b) Displace substantial numbers of existing housing necessitating the construction of replacement housing elsewhere?

Comment:

No housing will be displaced by the project and no replacement housing is proposed to be constructed.

Significance Level:

No Impact

c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

Comment:

No people will be displaced by the project and not replacement housing will be required.

Significance Level:

No Impact

14. PUBLIC SERVICES:

Would the project:

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service rations, response times or other performance objectives for any of the public services:

Comment:

Construction of the project would not involve substantial adverse physical impacts associated with provision of public facilities or services and the impact would be less than significant.

Significance Level:

No Impact

i. Fire protection?

Comment:

The Windsor Fire Protection District will continue to serve this area. There will be no increased need for fire protection resulting from the project, because no additional housing or jobs are proposed.

Significance Level:

No Impact

ii. Police?

Comment:

The Sonoma County Sheriff will continue to serve this area. There will be no increased need for police protection resulting from the project, because no additional housing or jobs are proposed.

Significance Level:

No Impact

iii. Schools, parks, or other public facilities?

Comment:

There will be no increased need for schools as the project does not involve the construction of new residences. Development fees to offset potential impacts to public services, including school impact mitigation fees, are required by Sonoma County code and state law for new subdivisions and residential developments. If new or expanded dwellings are proposed in the future these fees will apply.

Significance Level:

No Impact

iv. Parks?

Comment:

Sonoma County Code, Chapter 23 requires payment of parkland mitigation fees for all new residential development for acquisition and development of added parklands to meeting General Plan Objective OSRC-17.1 to “provide for adequate parkland and trails primarily in locations that are convenient to urban areas to meet the outdoor recreation needs of the population...” Development fees collected by Sonoma County are used to offset potential impacts to public services, including park mitigation fees. The project will not result in the need for any new park facilities, and demand for parks in general is addressed through usage fees.

A standard condition of approval requires the following note on the Map:

Dedication of parkland or payment of fees, in lieu of dedication, shall be paid prior to recordation of the Parcel Map. Alternatively, at the request of the subdivider, fees may be paid prior to issuance of building permits for new residential construction on each lot. If fees are intended to be paid prior to issuance of building permits, the following NOTE shall be placed on the Parcel Map:

NOTE ON MAP: “New residential construction on these parcels is subject to payment of parkland fees in accordance with Section 25-58 et. seq. of the Sonoma County Subdivision Ordinance. Evidence that fees are paid shall be provided to the Regional Parks Department prior to the issuance of building permits.”

Significance Level:

No Impact

v. Other public facilities?

Comment:

The project will not require any additional connections to sewer and water; therefore, these fees do not apply.

Significance Level:

No Impact

15. RECREATION:

Would the project:

- a) **Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?**

Comment:

The proposed project would not involve activities that would cause or accelerate substantial physical deterioration of parks or recreational facilities. The project will have no impact on the use of existing neighborhood and regional parks or other recreational facilities.

Significance Level:

No Impact

- b) **Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?**

Comment:

The proposed project does not involve construction of recreational facilities. See item 15.a. above.

Significance Level:

No Impact

16. TRANSPORTATION / TRAFFIC:

Would the project:

- a) **Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?**

Comment:

The proposed project would not result in an increased number of trips to and from the site, because no construction or additional facilities are proposed. The project will not result in any physical changes to the site.

Significance Level:

No Impact

- b) **Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?**

Comment:

Sonoma County does not have a congestion management program but Level Of Service (LOS) standards are established by the Sonoma County General Plan Circulation and Transit Element. The project will not result in any changes to the site that would increase the amount of traffic to and from the site.

Significance Level:

No Impact

- c) Result in change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?**

Comment:

The project would have no effect on air traffic patterns.

Significance Level:

No Impact

- d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?**

Comment:

The project would not increase hazards, since it maintains the existing alignment of the roadway. No roadway improvements or new driveways connecting to roadways are proposed as a part of this project.

Significance Level:

No Impact

- e) Result in inadequate emergency access?**

Comment:

The project is not proposing construction or development that would require compliance with emergency access requirements of the Sonoma County Fire Safety Code (Sonoma County Code Chapter 13), including emergency vehicle access requirements. Refer to discussion in item 16(d), above.

Significance Level:

No Impact

- f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?**

Comment:

The project does not include any physical changes to the site. Mark West Station is a Class III bikeway. The project would not create conflicts with County bicycle standards or plans for use of alternative transportation, including bus turnouts.

Significance Level:

No Impact

- g) Result in inadequate parking capacity?**

Comment:

The proposed project does not include any physical changes that would require additional parking capacity.

Significance Level:

No Impact

17. UTILITIES AND SERVICE SYSTEMS:

Would the project:

- a) **Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?**

Comment:

Domestic wastewater disposal would be by septic systems, and therefore, would have no impact upon a wastewater treatment system, or require action by the Regional Water Quality Control Board.

Significance Level:

No Impact

- b) **Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?**

Comment:

The project would not contribute to the need for construction of new water or wastewater treatment facilities. The project does not propose installing additional septic systems at the site.

Significance Level:

No Impact

- c) **Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?**

Comment:

No additional roads, septic systems, or residential development are proposed. The Natural topography and drainage pattern for the site will remain the same. No drainage improvements are necessary.

Significance Level:

No Impact

- d) **Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?**

Comment:

The project is located within a Class 1, major groundwater basin with existing on-site wells. The project is not proposing additional wells or expanding any entitlements.

Significance Level:

No Impact

- e) **Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?**

Comment:

The site is served by on-site septic systems and the Applicant is not requesting any additional septic systems. There would be no sewage treatment by an off-site provider.

Significance Level:

No Impact

- f) **Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?**

Comment:

The project is not proposing any physical changes to the site that would result in an increase in the need for solid waste disposal.

Significance Level:

No Impact

- g) **Comply with federal, state, and local statutes and regulations related to solid waste?**

Comment:

Sonoma County has access to adequate permitted landfill capacity to serve the proposed project.

Significance Level:

No Impact

18. MANDATORY FINDINGS OF SIGNIFICANCE

- a) **Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?**

The project would not result any in physical changes to the site. Two USGS "blue line" streams Windsor Creek and an Unnamed Tributary flow through the property, these streams and their associated riparian vegetation will not be degraded as a result of this project. The project does

not have the potential to degrade the quality of the environment, or substantially reduce the habitat of special status plants, fish, and wildlife species.

No Impact

- b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?**

The Sonoma County General Plan 2020 designated the project parcels as Diverse Agriculture; the proposed lot line adjustment and minor subdivision are consistent with this zoning. No other plans apply to this parcel; therefore, the project would not result in cumulatively considerable impacts.

No Impact

- c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?**

The project would not result in direct or indirect impacts that would cause substantial adverse impacts on human beings.

No Impact

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28. Historical Resources Study of Portions of the property at 3975 Mark West Station Road, Windsor, Sonoma County, California, prepared by Juliana Bartel, B.A. and Tom Origer, M.A./RPA, September 18, 2017



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 20
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: April 3, 2018

Vote Requirement: Informational Only

Department or Agency Name(s): County Administrator

Staff Name and Phone Number:

Michael Gossman, 565-2431

Supervisorial District(s):

All

Title: Office of Recovery and Resiliency Update

Recommended Actions:

Receive update from the Office of Recovery and Resiliency on the status of recovery operations, planning, and seeking of funding opportunities.

Executive Summary:

On October 9, 2017, the Emergency Operations Center was activated in response to several fires that became known as the Sonoma Complex Fires. The aftermath of the fires continue to present risks to the residents, property, and environment of Sonoma County. Staff will provide an update on current recovery efforts.

Discussion:

In the early morning hours of October 9, 2017, County staff activated the Emergency Operations Center in response to several fires that became known as the Sonoma Complex Fires. The fires burned 173 square miles, destroyed 6,579 structures and damaged an additional 486. During the response, planning began for the recovery from the impact of the fires. This recovery effort continues and assists Sonoma County residents begin the process of rebuilding. The recovery efforts associated with the Sonoma Complex Fires are multi-faceted and impact almost all County departments and agencies.

Michael Gossman, Deputy County Administrator, will provide an oral update that will cover the status of the Hazard Mitigation Grant Program and the Office of Recovery & Resiliency.

I. Office of Recovery & Resiliency

A. Review of organizational structure

Due to the Sonoma Complex Fires, the Board refocused its priorities to address recovery and rebuilding. In an effort to consolidate resources, and avoid establishing recovery and resilience programs for each of the entities governed by the Board of Supervisors/Board of Directors (County of Sonoma, Sonoma

County Water Agency and the Sonoma County Agricultural and Open Space District), your Board approved the creation of the Office of Recovery & Resiliency on December 12, 2017, and its staffing on February 6, 2018. The Office is housed in the County Administrator's Office.

One of the roles of the Office of Recovery and Resiliency is to prepare a comprehensive plan to address the long-term recovery and rebuild efforts needed to ensure the future safety, livelihoods, and economic prosperity of the residents of Sonoma County, and shaping and implementing policies and programs identified in the plan to foster successful recovery in five critical areas:

Housing: Following on the work of FEMA temporary housing, work to implement housing solutions that effectively support the needs of the whole community and contribute to its sustainability and resilience.

Natural Resources: Following work on immediate mitigation efforts, manage efforts aimed to restore the watershed, protect property from future disasters, and identify and mitigate areas where potential life safety threats remain.

Economic Recovery: Understand the fires' full effect on the economy to address the needs of impacted organizations and businesses to recover with an increased capacity to address persistent local challenges and resilience to face future disasters.

Safety Net Services: Engage directly with the community and service providers to impact and shape local services and policies, serve to advocate for greater State and Federal resources to protect the County's social service safety net, and help prepare for future disasters.

Infrastructure: Develop effective information and warning systems with supporting processes and procedures, individual and community preparedness, and emergency management programs; and better protect public utilities and transportation infrastructure against disasters and emergencies.

B. Activities to Date

1. *Staffing*

On February 6, 2018, your Board approved the staffing of the Office of Recovery and Resiliency with one Deputy County Administrator, one Principal Administrative Analyst, three Administrative Analysts, one Administrative Service Officer (funded by the Water Agency and the Agricultural and Open Space District), and one Administrative Aide. Immediately thereafter, recruitments were run, and the office was fully staffed on Tuesday, March 27, 2018.

2. *Workshops*

To date, the Office of Recovery & Resiliency has assisted in bringing workshops to the following regular Board of Supervisors meetings:

February 6, 2018 Housing Workshop
February 13, 2018 Economic Recovery Workshop
February 13, 2018 Natural Resources Workshop
February 27, 2018 Infrastructure Workshop

Supervisors' comments were noted and will be incorporated into the draft Plan.

The Board's Safety Net workshop is being scheduled, and will follow forums of community stakeholders and the public. Staff anticipates the Safety Net workshop will occur in May 2018.

3. Plan Structure

The Recovery and Resiliency Plan (the Plan) will address short and long-term recovery, resiliency and rebuilding efforts in the five critical areas identified above. The Plan will provide a foundation for the integration of public, private, and non-governmental recovery efforts across Sonoma County. The Office of Recovery & Resiliency will work closely with the Board of Supervisors and appropriate departments and agency representatives in the development of recovery and resiliency goals, objectives, and action items.

The proposed outline of the Plan will consist of a statement by the Board, an Executive Summary, Introduction, Vision, and Purpose. It will then address the goals and objectives for each of the five Strategy Areas. The Plan will also discuss the community engagement strategy; implementation, maintenance and reporting instructions; and the importance of grants and external funding. There will also be appendices that will include all action items for the five Strategy Areas, related legislative initiatives, and additional information on grant and external funding.

This Plan is designed to be a living document, and will be continuously reviewed with the Board to ensure that it adapts to any new facts or circumstances and meets the needs of the community.

4. Legislative Activities

The Office of Recovery & Resiliency is working with our local delegation on disaster related legislation to maximize resources for recovery and to increase opportunities for resiliency.

C. Looking Forward

The Office of Recovery & Resiliency will work with your Board, departments and other points of contacts to develop Plan content and the planning effort timeline.

Along with developing the Plan, the Office will develop a community engagement plan that identifies opportunities for the County and Supervisors to partner with members of the community, including non-governmental organizations, to ensure that the goals, objectives, and action items are developed and finalized collaboratively with the community.

It is anticipated that a draft Plan will be brought before your Board in May, 2018 for review and feedback through a community engagement process. It is estimated that a Final Plan will be brought forward for adoption by August 2018.

D. Current Actions

At this time, the Office is meeting with department representatives in developing Strategy Area goals, objectives, and action items, as well as other Plan components.

In addition to the Plan, the Office is working on other short and long term recovery efforts including best strategies for, and management of, the insurance collection regarding debris removal; coordinating

legislative recovery requests; assisting with constituents' issues; assisting with planning and/or supporting community forums, events and workshops (89 to date).

II. Hazard Mitigation Grant Program

FEMA's current Hazard Mitigation Grant Program (HMGP) opportunities (related to DR-4344 and DR-4353) fund up to \$5 million or 75% of total project costs (whichever is less) for projects that eliminate or reduce damage from future natural disasters. It is estimated that there will be approximately \$189 million statewide in available funds from the October fires, also known as DR-4344, and approximately \$56 million statewide from the December southern California fires, known as DR-4353. In California, these funds are administered by the Cal OES HMGP Unit. The funding is open and competitive statewide. The HMGP can be used to fund projects to protect either public or private property, and can be for mitigation of impacts of any potential disaster, not only wildfires.

The HMGP is one of many recovery efforts being pursued by the County of Sonoma. The County, along with the Sonoma County Water Agency, the Sonoma County Agricultural Preservation and Open Space District, and the Community Development Commission submitted a total of 39 Notices Of Interest (NOI) for projects throughout the County. A countywide Grants Committee has been established per Government Finance Officers Association best practices. The Grants Committee consists of in-house experts that are reviewing the CalOES eligible project list and working with the recovery teams to determine and prioritize feasible grant applications based on success criteria. Causes of non-feasibility rankings range from budgetary constraints to the time required to complete the project (all projects receiving HMGP grant funding must be completed within three years). For those eligible projects, the County must submit a full application with designated match funding by July 2, 2018. CalOES will then review the applications and determine which will be submitted to FEMA.

Attached is a spreadsheet listing 39 NOIs submitted, and Cal OES' initial decision on eligibility. Of the 12 that were deemed ineligible, two were resubmitted in the next round of HMGP funding (DR-4356), which closed on March 15. Other projects may be resubmitted if there are future HMGP NOI rounds, and the Grant Committee will evaluate other possible funding sources for these projects. The County has 21 projects totaling \$72 million in FEMA HMGP funding requests that have been deemed eligible by CalOES and potentially feasible by the County Grants Committee.

The breakdown in relation to the five pillars of the Recovery Plan show:

Strategy Area	# of NOIs
Infrastructure	22
Natural Resources	8
Housing	2
Safety Net	1
Combined Natural Resources and Infrastructure	4
Combined Housing and Infrastructure	2

A table of identified areas of need which were submitted to Sonoma County’s State legislative delegation is attached. The Office of Recovery and Resiliency continues to work with the delegation to identify additional areas of need and to pursue funding.

Prior Board Actions:

March 20, 2018 – Renewal of Emergency proclamations; disaster fiscal update; authorized appropriations of \$9.5 million to the Disaster Response & Recovery Fund.
 February 13, 2018 – Renewal of Emergency proclamations
 February 6, 2018 – Established the Office of Recovery & Resiliency staffing; authorized appropriations of \$2 million to the Disaster Response & Recovery Fund.
 December 19, 2017 – Disaster fiscal update and creation of Sonoma County Office of Recovery and Resiliency.

Strategic Plan Alignment Goal 3: Invest in the Future

A comprehensive recovery effort promotes the long-term stability of our community and our residents.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

The estimated annual costs for the Office are \$788,000. There are no applicable budget changes related to this item. On December 19, 2017 the Board approved a concurrent resolution establishing the new Office of Recovery & Resiliency to be supported by three existing County Administrator’s Office General Fund financed positions (Deputy County Administrator, Analyst, and Administrative Aide). In addition to the diversion of these existing positions, four new time-limited and project positions were also authorized to be financed with a combination of contributions from the Sonoma County Water Agency (SWCA) and Agricultural Preservation and Open Space District, Transient Occupancy Tax (TOT) and the Residual Redevelopment fund, which provide pass-through funding for Reinvestment and Revitalization (R&R) projects.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment A: Spreadsheet listing Notices of Interest filed with CalOES and FEMA by the County. Attachment B: Table of Identified Areas of Need submitted to State legislative delegation. Attachment C: List of Recovery Related Bills currently being considered in the State Legislature			
Related Items “On File” with the Clerk of the Board:			

SONOMA COUNTY HAZARD MITIGATION GRANT NOTICE OF INTENT

Hazard Mitigation Area	Task Force	Department	Project Title	Project description	Estimated cost (Federal and Local match)	Grant Ask	Local Cost Share	Local Cost Share Source	Cost share type	Status	Recommendation
Flood	Housing	Community Development Commission	Sonoma County Flood Elevation Program	Elevate homes and provide other mitigation measures for properties on the NFIP repetitive loss list.	\$ 3,000,000	\$ 2,250,000	\$ 750,000	Property Owner Contribution	Property Owner Contribution	Eligible	Move Forward
Earthquake	Infrastructure	Water Agency/ Russian River County Sanitation District	Seismic Rehabilitation and Retrofit of Secondary Treatment Clarifiers - RRCSD	Retrofit of facilities to reduce risk of system failure during an earthquake.	\$ 2,400,000	\$ 1,800,000	\$ 600,000	RRCSD Construction Fund	Available Special District Funds	Eligible	Move Forward
Earthquake	Infrastructure	Water Agency/ Sonoma Valley County Sanittion District	Seismic Rehabilitation and Retrofit of Secondary Treatment Clarifiers - SVCS	Retrofit of facilities to reduce risk of system failure during an earthquake.	\$ 2,750,000	\$ 2,062,500	\$ 687,500	SVCS Construction Fund	Available Special District Funds	Eligible	Move Forward
All	Infrastructure	Transportation & Public Works	Road Yard Generator purchase	Purchase and installation of onsite generator for the Sonoma County Santa Rosa Road Maintenance Yard to prevent risk of service interruption affecting disaster response.	\$ 325,000	\$ 243,750	\$ 81,250	Roads Fund	Available dedicated funding	Eligible	Move Forward
Flood	Natural Resources	Water Agency	Improved Flood Early Warning Using Advanced Radar	Purchase and install X-Band radar to better predict flooding and provide for improved response.	\$ 2,666,700	\$ 2,000,000	\$ 666,700	SCWA (General Fund) Marin County Agencies	Available Special District Funds	Eligible	Move Forward
Fire/Flood	Natural Resources	Sonoma County Agricultural Preservation & Open Space District	Acquisition of land burned in Pocket Fire	Funding to acquire land in areas burned by the Pocket Fire either in fee or in easements that will restrict future use. Preserving this land as open space will help reduce the threat to future infrastructure that may be built on the sites and allow for management that will protect adjacent infrastructure from flooding, fire, and drought.	\$ 5,000,000	\$ 3,000,000	\$ 2,000,000	APOSD funding District sales tax	Available Special District Funds	Eligible	Move Forward
Fire/Flood	Natural Resources	Sonoma County Agricultural Preservation & Open Space District	Acquisition of land burned in Tubbs Fire	Funding to acquire land in areas burned by the Pocket Fire either in fee or in easements that will restrict future use. Preserving this land as open space will help reduce the threat to future infrastructure that may be built on the sites and allow for management that will protect adjacent infrastructure from flooding, fire, and drought.	\$ 7,500,000	\$ 5,000,000	\$ 2,500,000	APOSD funding District sales tax	Available Special District Funds	Eligible	Move Forward
Fire/Flood	Natural Resources	Sonoma County Agricultural Preservation & Open Space District	Acquisition of land burned in Nuns Fire	Funding to acquire land in areas burned by the Pocket Fire either in fee or in easements that will restrict future use. Preserving this land as open space will help reduce the threat to future infrastructure that may be built on the sites and allow for management that will protect adjacent infrastructure from flooding, fire, and drought.	\$ 7,500,000	\$ 5,000,000	\$ 2,500,000	APOSD funding District sales tax	Available Special District Funds	Eligible	Move Forward
Fire	Housing/Infrastructure	Fire & Emergency Services	Wildfire Adapted Homes and Communities	Program to remove hazardous vegetation to create defensible space around houses and key egress/exit routes to protect infrastructure and allow for safe evacuation of residents and access for emergency vehicles.	\$ 1,946,500	\$ 1,459,875	\$ 486,625	County General Fund	County General Fund	Eligible	Move Forward
Fire	Housing/Infrastructure	Fire & Emergency Services	Wildfire Vegetation Management	Program to assist in healthy and fire-safe landscape, including vegetation management on large public and private parcels, assistance for property owners in management and compliance.	\$ 3,150,000	\$ 2,362,500	\$ 787,500	County General Fund	County General Fund	Eligible	Move Forward
Fire	Natural Resources/Infrastructure	Regional Parks	Fire Resistant Retrofits to Parks Ranger Residences	Retrofit ranger residences and surrounding area to protect them from various hazards, including fire, earthquake, flooding and winds.	\$ 1,000,000	\$ 750,000	\$ 250,000	Sonoma County Regional Park day use parking revenue	Parks Revenue/General fund	Eligible	Move Forward
All	Infrastructure	Transportation & Public Works	Airport Generator purchase	Purchase and installation of onsite generator for the Airport Terminal to allow operations for at least 4 days in the event of power outages.	\$ 455,000	\$ 341,250	\$ 113,750	Airport Enterprise funds	Available dedicated funding	Eligible	Move Forward
All	Infrastructure	General Services	Communications Tower at Sonoma Mountain	Replace communications tower on Sonoma Mountain and harden site against multiple potential disasters.	\$ 1,150,000	\$ 862,500	\$ 287,500	County General Fund Criminal Justice Fund (allocated Cap Projects funding)	Available dedicated funding	Eligible	Move Forward
Flood	Natural Resources	Regional Parks	Stabilizing and re-vegetating burned acres	Revegetate and stabilize soil in areas burned by the fire and damaged by fire suppression efforts such as bulldozer lines to prevent flooding and debris flow that could damage properties down stream. Plan for future dozer/control lines to minimize impact while maximizing potential for fire control in future events.	\$ 500,000	\$ 375,000	\$ 125,000	Sonoma County Regional Parks Foundation – Wildfire Recovery Fund (in hand)	Available dedicated funding	Eligible	Move Forward
Drought	Natural Resources	Water Agency/ Permit Sonoma	Groundwater Recharge Program	Develop site(s) for enhanced groundwater recharge projects to provide water security in the event of prolonged drought	\$ 3,500,000	\$ 2,625,000	\$ 875,000	Vague statement of: Sonoma County SCWA? CalAM? RCD?	Property Owner Contribution or GF	Eligible	Move Forward
All	Infrastructure	General Services	Seismic upgrades for Petaluma Veterans Building	Retrofitting of Petaluma Veterans hall for Seismic Stability and to install backup generators	\$ 2,442,000	\$ 1,831,500	\$ 610,500	County General Fund Transient Occupancy Tax	Available dedicated funding	Eligible	Move Forward
All	Infrastructure	General Services	Sonoma Veterans Building Retrofit	Retrofitting Sonoma Veterans hall for Seismic Stability and to install backup generators	\$ 2,243,000	\$ 1,682,250	\$ 560,750	County General Fund Transient Occupancy Tax	Available dedicated funding	Eligible	Move Forward

SONOMA COUNTY HAZARD MITIGATION GRANT NOTICE OF INTENT

Hazard Mitigation Area	Task Force	Department	Project Title	Project description	Estimated cost (Federal and Local match)	Grant Ask	Local Cost Share	Local Cost Share Source	Cost share type	Status	Recommendation
All	Infrastructure	General Services	Santa Rosa Veterans Building Retrofit	Retrofitting SR Veterans hall for Seismic Stability and to install backup generators	\$ 6,371,000	\$ 4,778,000	\$ 1,593,000	County General Fund Transient Occupancy Tax	Available dedicated funding	Eligible	Move Forward
All	Infrastructure	Transportation & Public Works	Bank Stabilization to protect River Road	Protect the quickly-eroding bank of the Russian River using primarily natural materials in order to protect River Road, a vital transportation link, as well as residences and agricultural land.	\$ 5,597,000	\$ 4,197,750	\$ 1,399,250	County General Fund	County General Fund	Eligible	Move Forward - Contingent on CalTrans Review
Fire	Infrastructure	Permit Sonoma	Fire Safety Retrofits/rebuilding program	Program to retrofit existing structures and/or incentivize rebuilding with fire-resistant technology such as metal roofs and safety items such as garage door backup power.	\$ 6,250,000	\$ 5,000,000	\$ 1,250,000	Homeowner share?	Property Owner Contribution or GF	Eligible	Move forward
All	Infrastructure	General Services	Seismic upgrades for Guerneville Veterans Building	Retrofitting of Guerneville Veterans hall for Seismic Stability and to install backup generators	\$ 2,243,000	\$ 1,682,250	\$ 560,750	County General Fund Transient Occupancy Tax	Available dedicated funding	Not Eligible*	Not Eligible
Earthquake	Infrastructure	Permit Sonoma	Seismic Retrofit program for existing structure	Program to fund/incentivize seismic retrofit of public and private structures.	\$ 6,250,000	\$ 5,000,000	\$ 1,250,000	Homeowner share?	Property Owner Contribution or GF	Eligible	Move Forward
All	Infrastructure	General Services	Seismic Upgrade at Main Adult Detention Facility	Seismic retrofit at Main Adult Detention Facility to bring building to current codes.	\$ 51,227,000	\$ 5,000,000	\$ 46,227,000	Debt Service Criminal Justice Fund	General Fund and State Funds	Eligible	Not feasible in timeframe
All	Infrastructure	Transportation & Public Works	Asti Bridge	Construct a permanent bridge over the Russian River at Washington School Road, near the community of Asti.	\$ 25,000,000	\$ 5,000,000	\$ 20,000,000	SB1	Available dedicated funding	Eligible	Not feasible in timeframe
Fire/All	Natural Resources/ Infrastructure	Regional Parks	Emergency Vehicle Access upgrades through parks	Improve Emergency Vehicle Access routes in five parks to allow better access to defend park structures, infrastructure (including communications towers) located in and adjacent to parks, and neighboring residential areas.	\$ 2,300,000	\$ 1,725,000	\$ 575,000	Depends on site: Regional Parks Operating Budget Cell tower local grants State Grants Regional Parks Foundation	Mix	Not Eligible	Not Eligible
Fire	Infrastructure	Fire & Emergency Services/Cal Fire/REDCOM	Wildfire Detection System	Installation of 14 camera sensors on existing repeater towers linked to automated fire detection system	\$ 1,050,000	\$ 787,500	\$ 262,500	local jurisdictions, CalFire, Public Utilities and public/private partnerships	General fund and Partner Funding	Modified and Resubmitted for Southern California Round	Move forward if deemed eligible
Fire	Natural Resources	Regional Parks	Restoring oak woodlands to reduce burn intensity	Thin encroachment of multi-story forest, particularly Douglas Fir, on areas that are naturally Oak Savannah, which will lessen impacts of future fires and allow for easier containment of fires before they enter populated areas.	\$ 1,000,000	\$ 750,000	\$ 250,000	CALFIRE grants	State Grant Funding	Not Eligible	Not Eligible
Fire	Natural Resources/ Infrastructure	Regional Parks	Repairing grazing infrastructure to reduce fuels	Repair perimeter fencing and water troughs on parklands to allow for rotational grazing of livestock to manage fuels and reduce risk of catastrophic wildfire in various regional parks.	\$ 1,000,000	\$ 750,000	\$ 250,000	Sonoma County Agricultural Preservation and Open Space District	Available Special District Funds	Not Eligible	Not Eligible
All	Infrastructure	Information Systems Department	Hazard Mitigation and Recovery Planning for County Information Systems	Implement a program for replicating critical IT systems and allowing County to quickly return to operations at alternate site and prevent loss of data if current facilities are damaged.	\$ 3,000,000	\$ 2,250,000	\$ 750,000	"County Funds "	County General Fund	Modified and Resubmitted for Southern California Round	Move forward if deemed eligible
All Hazards	Housing	Community Development Commission	Recovery Planning for Resilient Communities	The purpose and objective of the Recovery Planning for Resilient Communities Project ("RPRCP") is to provide a planning framework and tools to support resilient recovery in Sonoma. These goals are centered on achieving climate-smart development at the regional, neighborhood and homeowner scale; increasing the supply of housing for low-income populations as well as moderate-income workers; and regaining overall economic prosperity.	\$ 937,500	\$ 750,000	\$ 187,500	County General Fund Other TDB	County General Fund	Not Eligible	Not Eligible
All Hazards	Safety Net	Department of Health Services	Improve public health preparedness capability for mass care through coordination with local healthcare agencies to address medical needs in evacuation shelters	Create a plan to rapidly mobilize partners and volunteers to address medical care needs in shelters in conjunction with community partners.	\$ 20,000	\$ 15,000	\$ 5,000	TBD, possibly realignment	Realignment	Not Eligible	Not Eligible
All	Infrastructure	General Services	Seismic upgrade for Sheriff's Admin	Seismic study to determine risks to building (built in 2002 under 1997 code) and identify any needed mitigating actions.	\$ 100,000	\$ 75,000	\$ 25,000	Debt Service Criminal Justice Fund	County General Fund	Not Eligible	Not Eligible
All	Infrastructure	Permit Sonoma	Resilience Adaptation Planning	Equitable and resilient Communities Plan, including fire-related and drought-related activities	\$ 400,000	\$ 300,000	\$ 100,000	"state, or local General Plan Admin funds"	County General Fund	Not Eligible	Not Eligible
Drought	Natural Resources	Permit Sonoma	Water Conservation Retrofits	Fund water conservation retrofits to increase resiliency in the case of prolonged drought	\$ 6,250,000	\$ 5,000,000	\$ 1,250,000	Not Stated	Property Owner Contributions or General Fund	Not Eligible	Not Eligible

SONOMA COUNTY HAZARD MITIGATION GRANT NOTICE OF INTENT

Hazard Mitigation Area	Task Force	Department	Project Title	Project description	Estimated cost (Federal and Local match)	Grant Ask	Local Cost Share	Local Cost Share Source	Cost share type	Status	Recommendation
Fire/Flood	Natural Resources/Infrastructure	Watershed Task Force	Watershed Rehabilitation Study	Hire consultant to conduct more complete assessment of affected watersheds, develop predictive models, and develop recommendations for revegetation and other actions.	\$ 250,000	\$ 187,500	\$ 62,500	\$ -	County General Fund and Partner Funding	Not Eligible	Not Eligible
All	Infrastructure	General Services	Communications Tower at EOC	Installation of a new communications tower at EOC to allow for effective communications ins the event of an emergency.	\$ 834,000	\$ 625,500	\$ 208,500	County General Fund Criminal Justice Fund	Available dedicated funding	Not Eligible	Not Eligible
All	Infrastructure	General Services	Replacement of aging generators	Replace generators at key locations including Sheriff's Building, Santa Rosa, Sonoma, and Petaluma Veterans Halls, and Central Mechanical Plant.	\$ 2,343,000	\$ 1,757,000	\$ 586,000	County of Sonoma Deferred Maintenance Fund General Fund	Available dedicaged funding	Not Eligible	Not Eligible
All	Infrastructure	HR - Risk Management	County of Sonoma Continuity of Operations Planning	Create a comprehensive Continuity of Operations Plan for Sonoma county to allow for quick restoration and continuation of critical County services in the event of an emergency. Project would fund a temporary COOP Manage to lead in developing the plan and additional contractors to perform analysis, consulting and training, and other costs associated with developing the plan.	\$ 500,000	\$ 375,000	\$ 125,000	County Funds	County General Fund	Not Eligible	Not Eligible
Earthquake	Infrastructure	General Services	Hall of Justice Seismic Retrofitting	Retrofit the Hall of Justice to meet current building code seismic standards.	\$ 43,520,000	\$ 5,000,000	\$ 38,520,000	40% County General Fund, 60% State of California, Judicial Council of the California Court under current cost sharing agreement for facilities.	County General Funda and Partner Funding	Not Eligible	Not Eligible

*The Guernville Shelter retrofit is ineligible due to its location in a flood zone.

Sonoma County Priorities for North Bay Fire Recovery

Project Name	Local Contact Name	Description	Cost
Expansion of the Airport/Larkfield Wikiup Treatment Plant and disposal capacity.	Kevin Booker, SCWA	Treatment Plant Improvements (Discharge infrastructure; Nutrient removal, UV system, Equalization, etc.), and construction of an equalization basin.	\$33 million
Extension of Sanitary Sewer mains though Larkfield Estates			\$8 million
Extension of purple pipe for distribution of recycled water in the Airport Area to offset irrigation			\$13 million
Extension of water mains to Mobile Home Park in Airport Area on Vineyard Creek Drive			\$1 million
Repair & replacement of water lines throughout Larkfield burn zone			\$15 million
Funding to incentivize adding rainwater harvesting/groundwater recharge features to property rebuilds in the Larkfield area			\$2 million
Funding to investment in Veterans Halls to retrofit into better homeless and sheltering facilities, both in an emergency and non-emergency context.			\$13.3 million
Filling the gap for uninsured and underinsured property owners.		Significant private, philanthropic funders have expressed an interest in providing funding in to address this problem, which may be secured if the State provides a matching fund or individual grant program.	\$25 million
Support a narrow, focused, and time-limited CEQA exclusion for new, climate-smart housing projects in defined urbanized and transit-oriented areas.			Policy
Establish an assessment district to fund moving from septic to sewer, and other infrastructure investments to support additional housing growth.			Policy
Prioritize bond money for housing for burn counties.			Policy
Healthy Forest and Rural Safety District		Sonoma County's Hazard Mitigation Plan identifies significant risk of wildfire in a number of areas, including but not limited to those areas recently burned in the Sonoma Complex Fires. In particular, the forested areas of the West and Northern coast of Sonoma County have significant fuel load and high risk for wildfire. The County of Sonoma proposes to work with state, local, and tribal stakeholders to form a Healthy Forest & Rural Safety District.	\$10.5 million:

Project Name	Local Contact Name	Description	Cost
o The purchase and deployment of two chippers, one masticator, and one bundler throughout Sonoma County's 513,000 forested acres.		Equipment purchase: \$1 million. Crew cost for three years: \$3 million.	\$4 million
o Buffer zones		Identifying and implementing strategic shaded fuel breaks and prescribed herbivory, creating buffer zones to protect rural and urban communities.	\$2 million
o PTEIR		Undertaking a PTEIR (Program Timberland EIR) to reduce regulatory burden for small landowners, enabling long term sustainable forest management.	\$1.5 million
o Biomass pilot project		Initiating a mobile biomass-to-electricity pilot project that takes dead standing timber and converts it to green power	\$1 million
o Community engagement to facilitate rural safety networks		Including engagement with the Community Emergency Response Team (CERT) and Citizens to Prepare for Emergencies (COPE).	\$0.5 million
o Staffing and administration		To secure local funding, conduct education and outreach to local landowners, and provide facilitation and oversight of contracts for fuel reduction, PTEIR, fuel break, biomass, and rural safety initiatives.	\$1.5 million
Fire camera network		The fire camera network would consist of approximately 30 high-resolution near infrared cameras, along with a telecommunication system and cloud based web interface. The cameras are would be used by firefighting agencies for early detection, to spot and track fires, and for quicker, cheaper and more tactical response and suppression. Traditionally, fire managers would send planes to spot and monitor fires, which takes time and resources. They would now use the cameras in the areas of coverage to do the same.	\$3 million

Project Name	Local Contact Name	Description	Cost
Fire forecast ensemble decision support tool		Similar to the tool employed by San Diego County, this support tool is a risk-informed decision-making tool for individual fires. It would access national weather data and forecasts, fire behavior prediction, economic assessment, smoke management assessment, and landscape databases to efficiently formulate and apply information to the decision making process. Risk-informed decision-making is becoming increasingly important as a means of improving fire management and offers substantial opportunities to benefit natural and community resource protection, management response effectiveness, firefighter resource use and exposure, and, possibly, suppression costs.	\$1.5 million
Damaged roads		The County has a significant number of roads that are in need of repair.	\$13 million
Unsafe trees		The County has estimated that approximately 10,000 additional trees will need to be removed to protect county highways and the traveling public with an estimated cost of \$12 million.	\$12 million
Stream and rain gages		Installation of 22 ALERT2 rain and stream monitoring gages, power equipment, data collection and transmission system and software to detect increased streamflow rates and increased erosion.	\$400,000
X-Band radar		Installation of a rental X-Band radar will work in conjunction with the proposed rain and stream gages, and provide an early warning system for significant winter rains.	\$150,000
Land Acquisition		Land Acquisition by Sonoma Land Trust to mitigate future hazards as a result of wild fires.	\$13 million
Santa Rosa Community Health Center Unfunded Losses		Santa Rosa Community Health Center lost their main facility in the fires of October. Besides the cost reconstruction of their facility, they also suffered other financial losses as a result. They have an insurance unfunded gap of \$4.25 million	\$4.25 Million

Four County Priorities for North Bay Fire Recovery

Priority Ranking	Project Name	Jurisdiction					Total Cost
		Sonoma County	City of Santa Rosa	Napa County	Lake County	Mendocino County	
1	CEQA Exemptions	Policy	Policy	Policy	Policy	Policy	Policy
2	Housing Issues						
2a	Housing Funding- Underinsured or Uninsured	\$25,000,000		\$20,000,000		\$7,280,000	
2b	Housing Funding- Affordable Housing Stock	\$30,000,000 364 Units	\$58,300,000 432 Units	\$10,500,000 125 Units		\$31,000,000 245 Units	
2c	Housing-Prime Contract	Policy/State Expense	Policy/State Expense	Policy/State Expense	Policy/State Expense	Policy/State Expense	Policy/State Expense
2d	Housing Funding- Labor/Vocational Training		\$3,500,000	\$1,000,000	\$500,000		
2e	Housing-Sustainability	\$6,250,000				\$1,600,000	
3	Emergency Access	\$30,000,000	\$1,200,000	\$6,000,000		\$1,080,000	
4	Healthy Forests and Fire Prevention	\$10,500,000	\$100,000	\$1,000,000	\$1,500,000	\$5,100,000	

Four County Priorities for North Bay Fire Recovery

Priority Ranking	Project Name	Jurisdiction					Total Cost
		Sonoma County	City of Santa Rosa	Napa County	Lake County	Mendocino County	
5	Removal of Dead and Dying Trees	\$12,000,000	\$9,600,000	\$6,000,000	\$1,000,000	\$4,500,000	

Bill	Author	Location	Title	Summary	Sub Category
AB 1283	Rodriguez	Sen Floor Inactive A-26	Mutual Aid	This bill adds new requirements pertaining to how reimbursements are passed through to volunteer firefighters operating under an agreement for those volunteers to respond to a mutual aid request. Additionally, the bill limits the amount of mutual aid response that these volunteers may perform under these agreements and stipulates that volunteers may pursue a civil action if the bill's terms are violated Last Amended 8/28/2017	Fire Mitigation
AB 1877	Limon	Asm G.O.	OES: communications: translations	Requires OES to translate any emergency communication of the office into the language other than English that is spoken by a majority of the public in the impacted county or counties and to make that translation available during the emergency communication. Last Amended 2/22/2018	Fire Mitigation
AB 1954	Patterson	Asm NR	THP: exemption	Repeals a sunset date on a THP exemption related to a person engaged in forest management whose activities are limited to the cutting or removal of trees on the person's property in compliance with existing laws relating to defensible space	Fire Mitigation
AB 1956	Limon	Asm NR	Fire prevention activities	Existing law requires the Director of Forestry and Fire Protection to establish a working group to identify potential incentives for landowners to implement prefire activities, in SRAs and urban wildland communities and to identify all federal, state, or local programs, private programs and any other programs requiring a cost share that involves prefire activities. This bill revises and recasts the law to revise the membership and duties of the working group. Last Amended 3/5/2018	Fire Mitigation
AB 2089	Mathis	Asm LG	Volunteer firefighters: background checks	This bill amends the Fire Protection District Law of 1987 to require a county in which a district or fire company provides services to conduct background checks on volunteer firefighters of the district or fire company and would prohibit a district or fire company from allowing a volunteer firefighter who is a violent sex offender by such a program. Last Amended 2/26/2018	Fire Mitigation
AB 2091	Grayson	Asm NR	Prescribed Burns	This bill establishes the Prescribed Burning Board within the Department of Forestry and Fire Protection. The bill would require the board to establish, on or before January 1, 2022, standards for prescribed burning, and establish standards for certification, recertification, and training for certified and insured prescribed burn managers, among other things. The bill would require the board to establish a schedule of fees for purposes of certifying a prescribed burn manager and would establish the Prescribed Burn Fund for deposit of those fees. The bill would authorize the board to spend the money in the fund, upon appropriation by the Legislature for purposes of administering the certification program. The bill also provides that an owner, lessee, or occupant of specified lands is not liable for property damage or for injury or death to persons caused by or resulting from prescribed burning conducted on the land if the burn is conducted under the supervision of a certified and insured prescribed burn manager.	Fire Mitigation
AB 2102	Rodriguez	Asm G.O.	State of Emergency: out of state reciprocity	The California Emergency Services Act authorizes the Governor to enter into reciprocal aid agreements or compacts, mutual aid plans, or other interstate arrangements for the protection of life and property with other states and the federal government, either on a statewide basis or a political subdivision basis. This bill would authorize a mutual aid agreement to provide for temporary training and licensing reciprocity for out-of-state fire and paramedic personnel who render aid in this state during a declared state of emergency.	Fire Mitigation
AB 2120	Quirk	Asm NR	Fire: Ag Burning	This bill requires Air Board regulations on agricultural burning to include a technical discussion of the likely emissions trade-offs of planned prescribed fire or managed wildfire ignitions.	Fire Mitigation
AB 2126	Eggman D	Com. on NAT. RES.	California Conservation Corps: forestry corps program.	Existing law establishes the California Conservation Corps in the Natural Resources Agency and requires the corps to implement and administer the conservation corps program. Existing law requires the Governor to appoint a director to act as the administrative officer of the corps. Existing law authorizes the director to employ special corps members without regard to their ages so that the corps may draw upon their special skills that may contribute to the attainment of the objectives of the program. Existing law provides that these special members may be assigned to headquarters, as well as field positions. This bill would require the director, no later than July 1, 2019, to establish a forestry corps program to accomplish certain objectives including developing and implementing forest health projects, as provided, and establishing forestry corps crews. The bill would require the director, no later than January 1, 2020, to establish 2 forestry corps crews, one to be based at the Delta Center and the other at the Inland Empire Center. This bill contains other related provisions. Last Amended on 3/15/2018	Fire Mitigation
AB 2380	Aguiar-Curry D	Com. on G.O.	Fire protection: privately contracted private fire prevention resources.	Existing law provides that fire companies in unincorporated and incorporated towns may be organized, as provided, and be subject to specified provisions and requirements. Existing law provides that the city council of an incorporated city may, by ordinance, regulate the formation and continued existence of fire companies providing service within its city. Existing law establishes in state government, within the office of the Governor, the Office of Emergency Services. Existing law requires the office to be responsible for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies, including responsibility for activities necessary to prevent, respond to, recover from, and mitigate the effects of emergencies and disasters to people and property. This bill would require the office, in collaboration with the Department of Forestry and Fire Protection, to develop standards and regulations for any privately contracted private fire prevention resources operating in the state, and to develop regulations to govern the use of equipment used by privately contracted private fire prevention resources, as provided. Last Amended on 3/22/2018	Fire Mitigation
AB 2525	Wood	Asm Rules	Supervising forest officers: firefighting system	Forest fire spot bill.	Fire Mitigation
AB 2551	Wood	Asm NR	Forest and Wildland Health Improvement	This bill will require the Department of Forestry and Fire Protection to establish, implement, and administer the Forest and Wildland Health Improvement and Fire Prevention Program, which is intended to promote forest and wildland health, restoration, and resilience, and improve fire prevention and preparedness throughout the state.	Fire Mitigation
AB 2585	Patterson	Asm Rules	Prescribed Burns: burn managers: liability	This bill would provide that a property owner and his or her agent conducting a prescribed burn, as defined, shall not be liable for damage or injury caused by fire or smoke, unless negligence is proven, when the prescribed burn meets specified conditions, including that the prescribed burn is conducted under the supervision of a certified prescribed burn manager, as defined, and proper burn permits have been obtained from all appropriate state and local agencies	Fire Mitigation

Bill	Author	Location	Title	Summary	Sub Category
AB 2811	Flora R	Com. on G.O.	SMART Firefighting for the 21st Century	Existing law, the Fire Fighting Thermal Imaging Equipment Act of 2001, establishes in the Office of Emergency Services the thermal imaging equipment purchasing program and requires the office to acquire firefighting thermal imaging equipment on behalf of local and state agencies that provide fire suppression services and are interested in obtaining this equipment. Existing law requires the Director of Emergency Services to establish an advisory committee in this connection and seek funding for the program from the private sector. The bill would revise those provisions and rename that act the Firefighting for the 21st Century Act of 2018 and would create within the Office of Emergency Services the SMART Firefighting for the 21st Century Pilot Program for the purpose of providing grants to local and state agencies to acquire and utilize SMART firefighting equipment. The bill would require the office to choose no more than five pilot locations, with at least one in a rural area, one in a suburban area, and one in an urban area, and a fire department selected in each location. Last Amended on 3/22/2018	Fire Mitigation
AB 2889	Caballero D	Com. on NAT. RES.	Timber harvesting plans: Timber Harvester's Bill of Rights.	Existing law prohibits a person, as defined, from conducting timber operations, as defined, unless a timber harvesting plan that meets specified requirements and is prepared by a professional forester for those operations has been submitted to the Department of Forestry and Fire Protection. Existing law requires the department to review, approve, or require the modification of, timber harvesting plans in accordance with prescribed procedures. This bill would require the department to implement a Timber Harvester's Bill of Rights, to ensure the uniform and efficient implementation of processes and procedures regulating the filing, review, approval, required modification, completion, and appeal of decisions relating to timber harvesting plans, as provided. Last Amended on 3/19/2018	Fire Mitigation
AB 2896	Kiley R	Com. on NAT. RES.	Fire prevention: very high fire hazard severity zones: defensible space.	Existing law requires a person who owns, leases, controls, operates, or maintains an occupied dwelling or occupied structure in, upon, or adjoining a mountainous area, forest-covered land, brush-covered land, grass-covered land, or land that is covered with flammable material within a very high fire hazard severity zone to at all times maintain defensible space of 100 feet from each side and from the front and rear of the structure, as provided. This bill would provide that if a person is unable to create the required defensible space because of adjacent state-owned land, the person, or a local agency on behalf of the person, no more than once per year, may file a request to have the state agency that manages the land create a fuel break on the land adjacent to the person's property. The bill would require the request to be filed with the Department of Forestry and Fire Protection and would require the department to make a determination as to the appropriate length of the fuel break. The bill would require the department to forward the request and its determination to the appropriate state agency that manages the adjacent land. The bill would require the state agency to begin work within 90 days of receiving the request. Last Amended on 3/19/2018	Fire Mitigation
AB 2966	Aguai-Curry	Asm GO	Disaster Relief	The California Disaster Assistance Act provides that the state share for disaster project allocations to local agencies is no more than 75% of total state eligible costs, except for specified events for which the state share is up to 100% of state eligible costs. This bill would provide that the state share for the removal of dead and dying trees in connection with the Governor's proclamation of a state of emergency issued on October 30, 2015, is no more than 90% of total state eligible costs.	Fire Mitigation
AB 3257			Natural resources: oil and gas: fire prevention.	(1) Existing law requires the Attorney General to commence and prosecute to final judgment, and to defend, certain actions relating to the collection of specified changes in connection with oil and gas conservation laws, as provided in an obsolete provision. This bill would repeal these provisions. This bill contains other related provisions and other existing laws.	Fire Mitigation
SB 1044	Berryhill	Sen G&F	SRA: fire prevention fees	Existing law provides that the state has the primary financial responsibility for preventing and suppressing fires in areas that the State Board of Forestry and Fire Protection has determined are state responsibility areas, as defined. Existing law until July 1, 2017, required that a fire prevention fee be charged on each habitable structure on a parcel that is within a state responsibility area, to be used for specified fire prevention activities, and prescribed procedures for the collection and processing of the fees by the California Department of Tax and Fee Administration. Existing law repeals those provisions requiring the payment of the fee on January 1, 2031. This bill would instead repeal those provisions on January 1, 2019. The bill would also require the California Department of Tax and Fee Administration, no later than January 1, 2020, to develop and implement a process for providing for refunds of any fire prevention fees collected by the department, commencing in the 2011-2012 fiscal year until July 1, 2017, from each owner of a habitable structure located in a state responsibility area pursuant to those provisions. The bill would also require the department to adopt regulations setting forth requirements for the application, review, and refund of those fees paid by the owner of a habitable structure, as provided.	Fire Mitigation
SB 1079	Monning D		Forest resources: fire prevention grants: advance payments.	Existing law authorizes the Director of Forestry and Fire Protection to provide grants to entities, including, but not limited to, private or nongovernmental entities, Native American tribes, or local, state, and federal public agencies, for the implementation and administration of projects and programs to improve forest health and reduce greenhouse gas emissions. The Budget Act of 2017 appropriated moneys to the Department of Forestry and Fire Protection for purposes of, among other things, providing local assistance grants, grants to fire safe councils, and grants to qualified nonprofit organizations with a demonstrated ability to satisfactorily plan, implement, and complete a fire prevention project for these same purposes, as provided. This bill would authorize the director to authorize advance payments to a nonprofit organization, a special district, or a Native American tribe from the grant awards specified above. The bill would prohibit a single advance payment from exceeding 25% of the total grant award. This bill contains other related provisions. Last Amended on 3/15/2018	Fire Mitigation
SB 1260	Jackson	Sen NR, Sen EQ and Sen G&F	Fire prevention and protection: prescribed burns	Existing law requires each planning agency to prepare, and the legislative body of each county and city to adopt, a comprehensive, long-term general plan, including a safety element, for the physical development of the county or city, as provided. Existing law requires the draft element of, or draft amendment to, the safety element of a county or city's general plan to be submitted to the State Board of Forestry and Fire Protection and to every local agency that provides fire protection to territory within the city or county at least 90 days prior to specified events. This bill would instead require the draft element of, or draft amendment to, the safety element be submitted to the above-described entities 180 days prior to the specified events. By requiring a higher level of service from a local agency with respect to the submittal of a safety element, the bill would impose a state-mandated local program	Fire Mitigation

Bill	Author	Location	Title	Summary	Sub Category
SB 1416	McGuire	Sen Trans and Housing	Business licenses: fees: fire inspections	This bill would require a city, county, or city and county to collect an additional fee from any applicant for a local business license or equivalent instrument or, in a jurisdiction that does not issue a business license, to collect an additional fee from the applicant for a building permit, to be used by the city, county, or city and county to increase the proactive inspections of commercial buildings for compliance with state and local fire code and building code requirements. The bill would require the local entity to create a fund, entitled the Proactive Building and Fire Inspection Fund, in which to 90% of the fees collected under these provisions would be deposited. The remaining 10% of the fees collected would be remitted to the State Fire Marshal for deposit into the Fire Inspection Assistance Fund for use in advising local agencies on implementing a system of proactive inspections to facilitate compliance with state and local fire and building codes. The bill would require the local entity to make an annual report to the State Fire Marshal regarding the amount and use of the fees collected, as specified.	Fire Mitigation
SB 821	Jackson	Sen Rules	Emergency Notification: OES	This bill would specify that the Office of Emergency Services may assist county jurisdictions in developing effective public emergency warning systems.	Fire Mitigation
SB 833	McGuire	Sen GO	Emergency alerts: evacuation orders: operators.	This bill will create statewide protocols that will make sure all tools available are used during future natural and man-made disasters and ensure residents have the information they need to stay safe. This bill would provide for a red alert system designed to issue and coordinate alerts following an evacuation order. While it may be impossible to stop the new reality California faces with these unprecedented natural disasters, the statewide protocols for emergency alerts created by SB 833 will save lives.	Fire Mitigation
SB 901	Dodd	Sen Utilities 4/17/18	Electrical Corporations: POUs: Wildfire Mitigation Plans	Requires investor owned, publicly owned and cooperative electric utilities to include a set of its own policies and procedures it would utilize to determine if, when and where to temporarily de-energize a power line in its service area as a means to preventing an ignition of a wildfire during an extreme weather event. At minimum, policies and procedures would include: assessment of meteorological conditions, mapping of fire risk zones, observations of vegetation conditions around and near power lines, and a protocol for notifying customers that would be impacted by a decision to de-energize a power line.	Fire Mitigation
AB 1765	Quirk-Silva	Asm H&CD	Building Homes and Jobs Act: fee waiver: states of emergency	Existing law, the Building Homes and Jobs Act, imposes a charge, except as provided, of \$75 to be paid at the time of the recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, per each single transaction per single parcel of real property, not to exceed \$225. Existing law requires a county recorder to send revenues from the charge to the controller for deposit into a fund in the State Treasury to be expended for various purposes related to homes and jobs. This bill would waive that charge with regard to any real estate instrument, paper, or notice recorded in connection with real property upon which repairs or reconstruction are taking place as a direct result of a disaster for which the Governor has declared a state of emergency.	Housing
AB 1919	Wood	Asm PS 3/20/18	State of Emergency: price gouging	Clarifies that it is a misdemeanor for a person, business, or other entity to increase the monthly rental price advertised, offered or charged for residential housing to an existing or prospective tenant by more than 10% greater than the rental price advertised, offered, or charged by that person, business, or entity within 30 days immediately prior to the date of the proclamation or disaster. Additionally makes it a misdemeanor for a person, business, or entity to begin an eviction process of a housing tenant after the proclamation of a state of emergency for the purpose of renting the housing out in violation of the above provisions.	Housing
AB 2238	Aguiar-Curry	Asm LG	Change of Organization or re-organization: LAFCO	This bill would additionally require the Local Area Formation Commission to consider any relevant hazard mitigation plan or safety element of a general plan, and the extent to which the proposal will affect any land identified as a very high fire hazard severity zone or land determined to be in a state responsibility area, as provided. By adding to the duties of local agency formation commissions in reviewing a change of organization or reorganization, this bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws.	Housing
AB 2911	Friedman	Asm Rules	Fire Safety	Requires the State Fire Marshal, no later than Jan 31, 2019, to recommend updated building standards that provide for comprehensive site and structure fire risk reduction to protect structures from fires spreading, based on lessons learned from the wildfires of 2017 and to develop a list of low-cost retrofits that provide for comprehensive site and structure risk reduction, as provided.	Housing
AB 2913	Wood	Asm Rules	Building Standards	Would provide that a building permit would remain valid if the work authorized on the site by the permit is suspended or abandoned for a period of up to 3 years after the time the work is commenced. The bill would also authorize the building official to grant, in writing, one or more extensions of time for periods of not more than 180 days per extension upon a written request by the permittee that demonstrates justifiable cause for the extension.	Housing
SB 1251	McGuire D		Office of Planning and Research: housing elements.	Existing law requires the Office of Planning and Research to notify a city or county if a general plan, which includes various elements, including a housing element, has not been revised within 8 years and to notify the Attorney General if a general plan of a city or county is not revised within 10 years. This bill would delete these requirements and require the office to notify a city or county and the Attorney General when the housing element of that city or county has not been revised in accordance with a specified housing element revision schedule established in existing law.	Housing
SB 1415	McGuire	Sen Trans and Housing	Building standards: violations	The State Housing Law requires the housing or building department or, if there is no building department, the health department, of every city or county or a specified environmental agency to enforce within its jurisdiction all of the State Housing Law, the building standards published in the California Building Standards Code, and other specified rules and regulations. If there is a violation of these provisions or any order or notice that gives a reasonable time to correct that violation, or if a nuisance exists, an enforcement agency is required, after 30 days' notice to abate the nuisance, to institute appropriate action or proceeding to prevent, restrain, correct, or abate the violation or nuisance. Existing law provides specified criteria for posting a notice of violation. This bill would state that violations of municipal codes and municipal building and fire codes are included within these provisions.	Housing

Bill	Author	Location	Title	Summary	Sub Category
AB 3020	Flora R	Com. on NAT. RES.	California Environmental Quality Act: exemption.	The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA exempts certain projects, including projects undertaken, carried out, or approved by a public agency to maintain, repair, restore, demolish, or replace properties or facilities damaged or destroyed as a result of a disaster in a disaster-stricken area in which a state of emergency has been declared, as specified, and specific actions necessary to prevent or mitigate an emergency. This bill would expressly exempt from CEQA projects undertaken, carried out, or approved by a public agency to maintain, repair, restore, demolish, or replace properties or facilities damaged or destroyed as a result of fire or flood in a disaster-stricken area and would eliminate the requirement that a state of emergency has been declared for that area. The bill would exempt from CEQA specific actions necessary to reduce the threat or intensity of a wildfire. Because a lead agency would be required to determine whether a project falls within these exemptions, this bill would impose a state-mandated local program. The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement. This bill would provide that no reimbursement is required by this act for a specified reason. Last Amended on 3/22/2018	
AB 1740	Daly	Asm Insurance	Fire insurance: valuation of loss	Deletes provisions in existing law regarding the actual cash value of the claim of total loss to the structure and instead requires that the actual cash value of the claim, for either a total or partial loss to the structure or its contents, be the amount it would cost the insured to repair, rebuild, or replace the thing lost or injured less a fair and reasonable deduction for physical depreciation based upon its condition at the time of the injury or the policy limit, whichever is less.	Insurance
AB 1772	Aguiar-Curry and Wood	Asm Insurance	Insurance: Indemnity	Extends the amount of time a homeowner or business owner has to rebuild an insured property from 2 to 3 years after a declared wildfire emergency and receive the full replacement costs to which they are entitled. Extending the time a policy holder has to recoup their losses after a devastating fire will prevent stressful battles with insurance companies and bring families greater peace of mind. Provides wildfire victims an additional year to rebuild their homes and businesses after a catastrophic wildfire and collect the full replacement cost coverage to which they are entitled.	Insurance
AB 1797	Levine	Asm Insurance	Insurance	Requires all insurance companies that offer residential property coverage to provide an estimated replacement value on all new business and annually thereafter for all renewed insurance policies.	Insurance
AB 1799	Levine	Asm Insurance	Insurance: Policy Documents	Would specify an insurer must provide one complete, certified copy of an insurance policy for free within 30 days after a covered loss. The insurer must include all policy documents, including any endorsements and the declarations page. Additionally, the bill would require an insurer to provide an electronic copy, in addition to the certified hard copy upon request of the policy holder.	Insurance
AB 1800	Levine	Asm Insurance	Insurance: Indemnity	Clarifies that after a total loss, an insurer would be responsible for any additional extended replacement cost covered by a plan regardless of whether or not a policy holder decides to rebuild in the same location, rebuild in a new location, or purchase a new home.	Insurance
AB 1875	Wood	Asm Insurance	Insurance: Residential Property	Requires an insurer to offer an insurance policy that covers 150% of the estimated replacement costs, and to disclose to the consumer how much this increased coverage would affect their premium. The rates for these policies would need to be approved by the State Insurance Commissioner.	Insurance
AB 1923	Limon	Asm Rules	Residential Property Insurance: Wildfires	This bill would authorize, in the event of loss relating to a "state of emergency," as defined, due to a wildfire, the Governor, or his or her designee, to implement a consolidated debris removal program in which a residential property owner who has insurance in effect at the time of a wildfire that provides coverage for debris removal voluntarily assigns any rights, benefits, and proceeds for that coverage to a county or designated agency and makes any benefits and proceeds directly payable to that county or designated agency. The program would provide that the owner is not liable for any additional costs of the debris removal in the designated area in which the debris removal program is implemented. The bill would provide that, if coverage for debris removal is not separately specified by the policy, but is included within another coverage category, the payment to the county or designated agency would be limited to the amount of the unused benefit, if any, in the other coverage category after the residence is rebuilt or replaced. The bill would also provide that these provisions do not require an insurer to pay more than a reasonable amount for debris removal services based upon the type and quality of services provided by the consolidated debris removal program, and that the program's provisions are severable.	Insurance
AB 2229	Wood	Asm INS	Fire Insurance: standard form	This bill requires that the existing standard form (required by law) for fire insurance policy include the features of the property being insured that contribute to increased or decreased risk as compared to similar properties in the region, and would further require, to the extent possible, the policy to inform the insured how these risk factors are affecting the costs of the insured's insurance policy.	Insurance
AB 2429	Caballero D	Com. on INS.	Insurance: time-limited demands.	Existing law regulates insurance and the business of insurance in this state. Existing law specifies various acts that are defined as unfair methods of competition and deceptive acts or practices in the business of insurance, including knowingly committing or performing certain acts with such frequency as to indicate a general business practice of unfair claims settlement practices. This bill would declare that it is the policy of the state that prompt settlements of civil actions and insurance claims are encouraged as beneficial to claimants, policyholders, and insurers. The bill would require a time-limited demand, as defined, to be in writing and to include specified information, including the time period within which the offer remains open, the entire amount of monetary payment requested for a full and final settlement of the claim, and an offer of a full and final unconditional release from all present and future liability arising out of the occurrence giving rise to the claim. The bill would also require the time-limited demand to include specified documentation to support the claim for damages. The bill would authorize an insurer to accept the time-limited demand by providing written acceptance of the material terms within the time period set forth in the demand. Last Amended on 3/15/2018	Insurance

Bill	Author	Location	Title	Summary	Sub Category
AB 2594	Friedman	Asm Ins	Fire Insurance	Existing law prescribes the standard form for a fire insurance policy or county fire insurance policy. Existing law imposes a 12-month statute of limitations in which to bring suit under a fire insurance policy or a county fire insurance policy after a loss. Existing law makes it a misdemeanor for an insurer or agent to countersign or issue a fire policy that varies from the California standard form of policy. This bill would revise the standard forms of policy and extend the period in which to bring suit to 24 months after the inception of the loss if the loss is related to a state of emergency, as specified. The bill would toll the statute of limitations during a claim investigation for that loss, as specified.	Insurance
AB 2611	Obernolte R	Com. on INS.	Residential property insurance.	Existing law generally regulates classes of insurance, including residential property insurance, and provides for the powers and duties of the Department of Insurance, headed by the Insurance Commissioner. Existing law limits the basis under which an insurer may cancel or fail to renew policies of insurance relating to loss of, or damage to, real property that is used predominantly for residential purposes. This bill would establish an appeal process for an insured or applicant for insurance who disagrees with a determination made by an insurer using a wildfire risk model, as defined. The bill would require an insurer to provide notice to the insured or applicant giving the specific reasons for the decision if an appeal results in an adverse underwriting decision, and would require the notice to include the contact information of the unit within the Department of Insurance that performs review of those decisions. The bill would require the Insurance Commissioner to issue a bulletin to insurers with that contact information and issue updated information as necessary. Last Amended on 3/22/2018	Insurance
AB 3166	Burke	Asm Rules	Insurance: Residential Property	Existing law also creates the Fair Access to Insurance Requirements or FAIR Plan Association to formulate and administer a program that equitably apportions among insurers, basic plans of insurance for property owners who, after diligent effort, are unable to procure such insurance through normal channels from an admitted insurer or a surplus line broker. Existing law requires a broker or agent to provide assistance, as specified, to a person seeking help in obtaining coverage. This bill would require specified insurers who fail to renew or offer renewal of a policy of residential property insurance to make certain notifications to a policyholder regarding other options he or she may have, including information about the FAIR plan.	Insurance
SB 1263	Portantino	Sen I, B & F.I.	Residential property insurance	This bill would require an insurer to increase the policy limits, as specified, of a residential property insurance policy by an amount equal to 50% of the policy limits if an insured has suffered a loss relating to a declared state of emergency. The bill would specify that the 50% increase is in addition to applicable guaranteed replacement cost coverage.	Insurance
SB 824	Lara	Sen I, B&F.I	Insurance: nonrenewal	Under existing law, an insurer may not cancel coverage while the primary insured structure is being rebuilt, as specified, nor use the fact that the primary insured structure is in damaged condition as a result of the total loss as the sole basis for a decision to cancel the policy, and must offer, at least once, to renew the policy, as specified, if the total loss to the primary insured structure was caused by a disaster. This bill would express the intent of the Legislature to clarify that the provision described above is applicable to all insured properties located within a county for which a state of emergency has been declared, as specified.	Insurance
SB 894	Dodd and McGuire	Sen I, B&F.I	Property Insurance	Provides that in cases of total loss, insurers shall offer for at least two annual renewal periods or 24 months, a renewal to the policy if reconstruction of the dwelling has not been completed. Also requires insurers to report to the Commissioner if they do not offer to renew a policy or decide not offer to renew a policy or decide not to offer or renew policies in an area after the declaration of a disaster. Also allows for coverage for additional living expenses for a loss relating to a state of emergency for a period of no less than 36 months from the time of loss as well as permits an insured individual the option of combining all major coverage after a declared disaster, enabling them to decide how best to allocate proceeds based upon their needs. Amended 3/8/2018	Insurance
SB 897	McGuire and Dodd	Sen I, B&F.I.	Residential Property Insurance: Wildfires	Codifies much needed procedures into law that are automatic and mandatory after a declared disaster. This bill will require, for losses related to a declared state of emergency, that the insurer provide an advance payment for living expenses and an advance payment for contents, the insurer to accept an inventory of contents in any reasonable form permit the grouping of certain items in an inventory of contents and offer a settlement for no less than 80% of the policy in lieu of an itemized claim. Will also require an insurer to offer a 30-day grace period for payments of premiums for policies on property located within a declared state of emergency for a period of 30 days after the declaration of the emergency and would prohibit an insurer from cancelling a policy for nonpayment or assessing a late fee during the grace period. Amended 2/28/2018	Insurance
SB 917	Jackson	Sen I, B&F.I	Insurance policies	Existing law regulates insurance and the business of insurance in the state. Under existing law, an insurer is liable for a loss of which a peril insured against was the proximate cause, although a peril not contemplated by the contract may have been a remote cause of the loss. Under existing law, an insurer is not liable for a loss of which the peril insured was only the remote cause. This bill would provide that a policy that does not cover the peril of landslide shall not exclude coverage for any loss or damage attributable to a landslide if the landslide resulting in loss or damage was proximately caused by another covered peril, as provided	Insurance
AB 2092	Acosta	Asm NR	Board of Forestry and Fire Protection	Increases the membership on the Board of Forestry and Fire Protection from 9 to 10 by increasing the number of public members by 1.	Other
AB 2112	Santiago	Asm Health	Federal 21st Century Cures Act:	Requires the state to solicit a grant for mental health illness	Other
AB 2228	Wood	Asm Ed	School Apportionments: Wildfire Mitigation	Allows the Local Education Agencies (LEAs) in the areas subject to the Governor's 2017 Wildfire Disaster Declaration, and who have experienced dislocation of student's families, to receive supplemental apportionment funding based on their average daily attendance prior to wildfires.	Other

Bill	Author	Location	Title	Summary	Sub Category
AB 2252	Limón D	Com. on A. & A.R.	State grants: state grant administrator.	Existing law establishes the State Clearinghouse as the office designated by the Governor as the clearinghouse for information from the federal Office of Management and Budget in accordance with federal law. Existing law establishes a federal grant administrator, within the State Clearinghouse, who is designated by the Governor and authorized to serve as a primary point of contact for information on federal grants related to community, economic, and local development, and serve as a coordinator to manage and maximize federal grant opportunities within the state, as provided. Existing law further authorizes the federal grant administrator to maintain information on the Office of Planning and Research's Internet Web site relating to federal grants. Existing law requires the federal grant administrator, on or before January 1, 2018, and annually thereafter, to prepare a summary of federal grant funding to the state that includes, among other performance metrics, the total federal dollars received by the state through federal grants during the report year. This bill would establish, within the Government Operations Agency, a state grant administrator who is designated by the Governor to serve as the state's primary point of contact for information on grants provided by state agencies. The bill would authorize the state grant administrator, among other things, to support the establishment of a statewide network of individuals who serve as point of contact for state grant opportunities in state agencies. The bill would authorize the state grant administrator to develop and maintain information on the Office of Planning and Research's Internet Web site related to new state grant opportunities, grant management best practices, and other resources to support the ability of entities, including, but not limited to, local governments and nonprofit organizations, to apply and manage state grants. The bill would require state agencies that provide grants to provide grant information for the Internet Web site as determined by the state grant administrator. The bill would require the state grant administrator, on or before June 30, 2020, and annually thereafter, to prepare a summary of state grant funding, as specified. Last Amended on 3/14/2018	Other
AB 2333	Wood	Asm Rules	OES: mental health response	Declares the intent of the Legislature to enact legislation that would bolster the mental health response from the Office of Emergency Services during a declared emergency.	Other
AB 2576	Aguiar-Curry	Asm Health and Asm B&P	Emergencies: healthcare	This bill would authorize the Governor, during a state of emergency, to direct all state agencies to utilize, employ, and direct state personnel, equipment, and facilities for the performance of any and all activities that are designed to allow community clinics and health centers to provide and receive reimbursement for services provided during or immediately following the emergency. The bill would authorize any agency directed by the Governor to perform those activities to expend any of the moneys that have been appropriated to it in order to perform those activities, irrespective of the particular purpose for which the money was originally appropriated.	Other
AB 2645	Patterson	Asm NR	GHG Fund: Forestry and Fire Protection	This bill, beginning in the 2019–20 fiscal year, would continuously appropriate \$74,805,000 from the fund annually to the Department of Forestry and Fire Protection for purposes of fire prevention activities that reduce greenhouse gas emissions. This bill also, beginning in the 2019–20 fiscal year, would continuously appropriate \$450,000,000 from the fund annually to the Department of Forestry and Fire Protection for state and local healthy forest and fire prevention programs and projects that improve forest health and reduce greenhouse gas emissions, for vegetation management projects of local entities that will reduce greenhouse gas emissions and maximize certain cobenefits, for the implementation of memorandums of understanding regarding federal lands for vegetation management that will reduce greenhouse gas emissions and maximize certain cobenefits, and for resource management, to be allocated as specified	Other
AB 2672	Patterson	Asm NR	Global Warming Solutions Act: wildfires	This bill would require the state board, in consultation with the Department of Forestry and Fire Protection, to annually submit a specified report to the Legislature that includes, among other things, an estimate of the annual emissions of greenhouse gases associated with wildfires in the state that have burned 10,000 acres or more and a direct comparison of that estimate to the emissions of greenhouse gases offset by the state board's applicable regulatory programs.	Other
AB 2687	Quirk-Silva	Asm J,ED, and EC	Office of Small Business	Recasts provisions of the law relating to the Office of Small Business Advocate—among other things the bill requires the new Small Business Advocate to be prepared for designation by the Governor to serve as an official liaison between small businesses impacted by a state of emergency and other governmental and nonprofit service providers and to assist in the emergency recovery, response, and preparedness efforts related to small business	Other
AB 2727	Flora	Asm Rev and Tax	PIT: credit: volunteer firefighters	Authorizes a tax credit for each taxable year beginning Jan 1, 2019, and before Jan 1, 2028 in an amount equal to 80% of the amount paid or incurred by a qualified firefighter during the taxable year for qualified firefighter expenses, not to exceed \$1,500.	Other
AB 2898	Gloria	Asm Rules	Emergency services: local emergencies	Existing law requires the governing body to review the need for continuing the local emergency at least once every 30 days until the governing body terminates the local emergency. This bill would instead require review of a local emergency by the governing body, as described above, to occur at least once every 60 days.	Other
AB 2915	Caballero	Asm Labor	WIBs: mutual disaster aid assistance	This bill would authorize the California Workforce Investment Board to enter into a memorandum of understanding with the local workforce development boards in the state to coordinate mutual aid assistance between all local workforce development boards in the event that any local workforce development board needs additional assistance in disaster relief efforts or activities in that local workforce development area. This bill would require the memorandum of understanding to include best practices and baseline qualifications for employees of a local workforce development board who may be responding to a request for assistance in the event of a disaster.	Other
AB 2941	Berman	Asm Health	Health Care Coverage: state of emergency	This bill would require a health care service plan or health insurer to ensure its enrollees or insureds who have been displaced by a state of emergency, as defined, have continued appropriate access to medically necessary health care services, as specified	Other
AB 425	Caballero	Sen Floor Inactive A-52	THP: exemptions	Requires on or before December 31, 2020, the department and board to review and submit a report to the Legislature on the trends in the use of, compliance with, and effectiveness of, the exemption, including an assessment of the construction or reconstruction of temporary roads. Last Amended 4/4/2017	Other

Bill	Author	Location	Title	Summary	Sub Category
ACA 24	Waldron	Asm Rules	Property Tax: transfer of base year value: disaster relief	The California Constitution generally limits ad valorem taxes on real property to 1% of the full cash value of that property. For purposes of this limitation, "full cash value" is defined as the assessor's valuation of real property as shown on the 1975-76 tax bill under "full cash value" or, thereafter, the appraised value of that real property when purchased, newly constructed, or a change in ownership has occurred. The California Constitution, in the case of property that is substantially damaged or destroyed, as defined, by a disaster, as declared by the Governor, requires the Legislature to provide for the transfer of base year value, to a comparable property within the same county that is acquired or newly constructed as a replacement for the substantially damaged or destroyed property, and authorizes the Legislature, if a county ordinance so providing has been adopted, to provide for the transfer of base year value to comparable replacement property of equal or lesser value that is located within another county. This measure would additionally require the Legislature to provide for the transfer of base year value of property that is substantially damaged or destroyed by a disaster, as declared by the Governor, occurring on or after January 1, 2017, to July 1, 2018, to comparable property located within the same or a different county that is acquired or newly constructed as a replacement for the substantially damaged or destroyed property. The measure would limit this provision to intercounty transfers of base year value that occur on or after the effective date of the measure.	Other
SB 1040	Dodd	Sen Hum Services 4/10/2018	IHSS: natural disaster	Expands the definition of "supportive services" to include all needs and services required during a natural disaster resulting in a declared state of emergency, and authorize, under those same circumstances, a county to allocate additional hours of supportive services. Requires a county to use a void and reissue warrant process for any provider who lost or had damaged an unchashed warrant because of a natural disaster resulting in a state of emergency. Also requires a county, at the next update to its emergency plan, to integrate and require the assessment and provision of supportive services to IHSS recipients.	Other
SB 1088	Dodd	Sen Rules	Utilities: Safety and Resilience Plans	Makes legislative findings and declarations relative to the need for, and adoption of, safety and resilience plans by electrical and gas corporations, and the approval and enforcement of those plans by the Public Utilities Commission, and would state the intent of the Legislature to enact later legislation to implement those findings and declarations. Bill will only apply to IOUs	Other
SB 1169	Anderson	Sen E,U & C 4/17/2018	Violations: penalties: wildfire incidents	This bill would require that 10% of any penalty or fine for a violation of the Public Utilities Act, or any rule, regulation, general order, or order of the commission, related to the role a utility company, or its facilities or equipment, played in the starting of a wildfire incident shall be deposited into the Wildfire Incident Penalty and Fine Fund, as created by this bill. The bill would continuously appropriate those moneys to the commission for specified fire prevention purposes, including for equipment for regional fire and first responder agencies. The bill would require the commission to establish an application and approval process by which any person, private entity, or local agency from an area affected by a wildfire incident could apply to the commission for the money in the fund, as provided.	Other
SB 1181	Hueso	Sen GO	Emergency services	This bill would authorize the Office of Emergency Services to enter into an agreement directly with one or more certified community conservation corps, as defined, to perform emergency or disaster response services as the office deems appropriate.	Other
SB 1205	Hill	Sen E,U & C	Public utilities: gas and electrical corporations: safety violations	This bill would require gas and electrical corporations to expeditiously report to the commission, upon discovery, any potential violation of an applicable law, or order or rule of the commission, that poses a significant safety threat, causes a systemwide impact, affects a large geographic region, or involves fraud, sabotage, falsification of records, or any other instance of deception by a gas or electrical corporation's agent, employee, contractor, or subcontractor, as specified.	Other
SB 1477	Stern	Sen E,U & C 4/3/2018	Zero-emission buildings and sources of heat energy	This bill would establish the Zero-Emissions Heating Market Transformation Fund in the State Treasury and would require moneys in the fund, upon appropriation by the Legislature, to be expended for the design and implementation of market development activities for highly efficient and zero-on-site-emissions building technologies, for incentives for new buildings to reduce the emissions of greenhouse gases by more than is required by law, and for incentives for existing buildings to adopt zero-emissions building technologies. The bill would require the Public Utilities Commission to authorize incentive programs that will transform the state's market for low-emissions space and water heating technologies.	Other
SB 819	Hill	E,U&C and JUD 4/17/2018	Electrical Corporations: Rates	Would prohibit an electrical corporation from recovering any fine or penalty in any rate approved by the Public Utilities Commission. The bill would also prohibit an electrical corporation from recovering a fine or penalty through a rate approved by the PUC.	Other
SB 896	McGuire	Sen PS 3/13 Sen PS	Aggravated arson	Existing law, until January 1, 2019, defines the offense of aggravated arson, and defines the aggravating factors for the offense as, the person has been previously convicted of arson on one or more occasions within the past 10 years, the fire caused property damage and other losses in excess of \$7,000,000, or the fire caused damage to, or the destruction of, 5 or more inhabited structures. Existing law, commencing January 1, 2019, deletes the aggravating factor of property damage and other losses in excess of \$7,000,000 from the definition of aggravated arson. This bill would extend the operation of the former aggravated arson offense until January 1, 2024, and would increase the threshold of property damage and other losses constituting an aggravating factor for aggravated arson to \$7,300,000. The bill would delay operation of the latter aggravated arson offense that deletes the threshold dollar amount of property damages or losses as an aggravating factor until January 1, 2024.	Other
SB 914	Dodd	Sen G&F	Local agency contracts	Existing law authorizes a county, until January 1, 2023, with approval of the board of supervisors, to utilize construction manager at-risk construction contracts for the erection, construction, alteration, repair, or improvement of any building owned or leased by the county, subject to certain requirements, including that the method may only be used for projects that are in excess of \$1,000,000. This bill would authorize the use of this method of contracting for the erection, construction, alteration, repair, or improvement of any infrastructure, excluding roads.	Other
SB 929	McGuire	Sen Rules	Local government: applicant for economic development financial assistance	Existing law authorizes a local agency to require an applicant for economic development loans, grants, or similar financial assistance to sign a statement under penalty of perjury that he or she has not been convicted of a felony. This bill would make a nonsubstantive change to that provision. Amended 3/6/2018	Other
SB 969	Dodd	Sen Trans and Housing	Auto Garage Door Openers: Back-up Batteries	Requires manufacturers of a garage door opener sold after Jan 1, 2019, to include a back-up battery. Also prohibits a person, corporation or entity from installing a residential automatic garage door opener without a backup battery on or after Jan 1, 2019.	Other

Bill	Author	Location	Title	Summary	Sub Category
AB 2916	Grayson D	Com. on L. GOV	Property tax revenue allocations: qualified fire protection districts.	Existing property tax law requires the county auditor, in each fiscal year, to allocate property tax revenue to local jurisdictions in accordance with specified formulas and procedures, and generally requires that each jurisdiction be allocated an amount equal to the total of the amount of revenue allocated to that jurisdiction in the prior fiscal year, subject to certain modifications, and that jurisdiction's portion of the annual tax increment, as defined. This bill, for the 2020–21 to 2024–25 fiscal years, inclusive, would require the auditor of a county in which a qualified fire protection district, as defined, is located to increase the total amount of ad valorem property tax revenue that is otherwise required to be allocated to each qualified fire protection district by the fire protection district equity amount, as defined, and to commensurately reduce the total amount of ad valorem property tax revenue otherwise required to be allocated among all other local agencies in the county that are not fire protection districts by the fire protection district equity amount. The bill, on or before January 1, 2020, would require the Office of Emergency Services to identify which fire protection districts in the state are qualified fire protection districts and to determine what amount of additional ad valorem property tax revenues are necessary for the qualified fire protection district to provide effective services for the district. The bill would require the Office of Emergency Services to report these amounts to the auditor of each county in which a qualified fire protection district is located. By changing the manner in which ad valorem property tax revenues are allocated by local government officials, this bill would impose a state-mandated local program. This bill contains other existing laws. Last Amended on 3/22/2018	Tax



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 27

(This Section for use by Clerk of the Board Only.)

Board of Supervisors

April 3, 2018

Majority

Permit Sonoma

Lisa Posternak 565-7383

First

Zone Change to add the Vacation Rental Exclusion (X) Combining Zone to 64 parcels; File ZCE17-0008

Hold a public hearing and adopt an Ordinance rezoning 64 parcels in Glen Ellen on Morningside Mountain Drive, Vigilante Road, Oso Trail, Heaven Hill Road, Sobre Vista Road/Pipeline Road, and High Grove Lane to add the Vacation Rental Exclusion (X) Combining Zone. APNs: Various; see attached list.

Proposal

The Applicant, representing 15 property owners, proposes to rezone 32 parcels on Morningside Mountain Drive, Vigilante Road, and Oso Trail (Proposed Area A). The Planning Commission and staff recommended rezoning 32 additional parcels along Heaven Hill Road, Sobre Vista Road/Pipeline Road, and High Grove Lane between Area A and the existing X Zone along Sobre Vista which have similar road access, fire safety, and neighborhood characteristics (Additional Area B; See Exhibit A).

Criteria for Designation

The adopted Vacation Rental Exclusion (X) Combining Zone Ordinance includes the following criteria for placement of the X Zone:

- a) There is inadequate road access or off-street parking;
- b) The prevalence of vacation rentals is detrimental to the residential character of neighborhoods;
- c) The housing stock should be protected from conversion to visitor-serving uses;
- d) There is a significant fire hazard due to topography, access or vegetation;
- e) The residential character is to be preserved or preferred; and
- f) Other areas where the Board of Supervisors determines that it is in the public interest to prohibit the establishment and operation of vacation rentals.

Discussion:

In a January 30, 2018 letter from the Sonoma County Fire & Emergency Services Department to the owner of an undeveloped parcel (APN 133-010-063) on High Grove Lane, Fire Prevention Officer Steve Mosiurchak states fire access to that parcel is adequate because the road is two-way; and the two-way Sobre Vista Road provides access to High Grove Lane (Exhibit C). Sobre Vista Road also provides access to APNs 133-010-021 (2244/2246 Sobre Vista Road), 133-010-022 (undeveloped), and 133-010-047 (2403 Sobre Vista Road). Although High Grove Lane may be sufficient for fire access, these four parcels are at the end of Sobre Vista Road where most of the parcels already have the X Combining Zone excluding vacation rentals.

Planning Commission Recommendation

At the conclusion of the hearing on February 1, 2018, the Planning Commission determined that these parcels met one or more of the criteria and recommended rezoning of all 64 parcels for both Proposed Area A and Additional Area B, but requested that staff provide additional information to the Board documenting road access conditions, and that staff conduct additional noticing.

Road Access and Fire Safety

In a February 13, 2018 letter from the Sonoma Valley Fire & Rescue Authority to the Applicant (Exhibit C), Fire Marshal Alan Jones states that fire safety challenges on Morningside Mountain Drive and Vigilante Road include availability of water supply, emergency vehicle access, and emergency egress for residents. Typical fire engines are 11 feet wide, and road widths vary between 7 and 11 feet with a number of difficult turns that are hard to negotiate even in the day (Exhibit C). Table 1 shows the characteristics of roads in Proposed Area A and Additional Area B.

Table 1. Characteristics of Roads in Proposed Area A and Additional Area B.

Road	Length Within Area (miles)	Width (feet)	No. of Turnouts (includes some driveways)
<i>Proposed Area A</i>			
Morningside Mountain Drive	1.7	7 - 14	4
Vigilante Road	1.0	7 - 12	5
Oso Trail	0.3	12	0
<i>Additional Area B</i>			
Heaven Hill Road	1.2	10 - 12	10
Sobre Vista Road/Pipeline Road	1.5	9 - 15	3
Sobre Vista Road (public, 2-way)	< 0.1	18	0
High Grove Lane (2-way)	0.3	22	3

Sources: Sonoma County Fire and Emergency Services Department, Sonoma Valley Fire & Rescue Authority, and Permit Sonoma staff.

Public Notice

Some members of the Planning Commission were concerned about the extent of public notice on the proposed rezone and requested that staff provide additional notice for the Board hearing. Staff mailed larger public hearing notices containing an improved map showing both Proposed Area A and Additional Area B. Staff also posted larger, colored public hearing notices at the entrances to the roads in both areas and published the improved map in the newspaper.

Policy Options

1. Adopt an Ordinance rezoning some or all parcels in Proposed Area A and Additional Area B to add the Vacation Rental Exclusion (X) Combining Zone.
2. Adopt an Ordinance rezoning only some or all parcels in Proposed Area A to add the Vacation Rental Exclusion (X) Combining Zone.

Prior Board Actions:

Vacation Rental Moratorium:

On October 24, 2017, the Board adopted an emergency moratorium on issuing vacation rental permits after the October 2017 fires. On December 5, 2017, the Board modified and extended the moratorium for 60 days. On January 23, 2018, the Board determined not to extend the moratorium, and it expired on February 2, 2018.

05/24/2016: The Board applied the Vacation Rental Exclusion (X) Combining Zone to about 5,469 parcels in the 1st and 4th Districts. Ordinance No. 6168 became effective on June 23, 2016. At this time, the Board indicated that property owners may apply for additional rezonings to add the X Combining Zone.

03/15/2016: The Board adopted Ordinance No. 6145 making changes to the Vacation Rental Code, and adopted Resolution of Intention 16-0085 directing staff to consider application of the Vacation Rental Exclusion (X) Combining Zone to a variety of parcels in the 1st and 4th Districts. Ordinance No. 6145 became effective on April 14, 2016.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

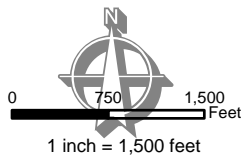
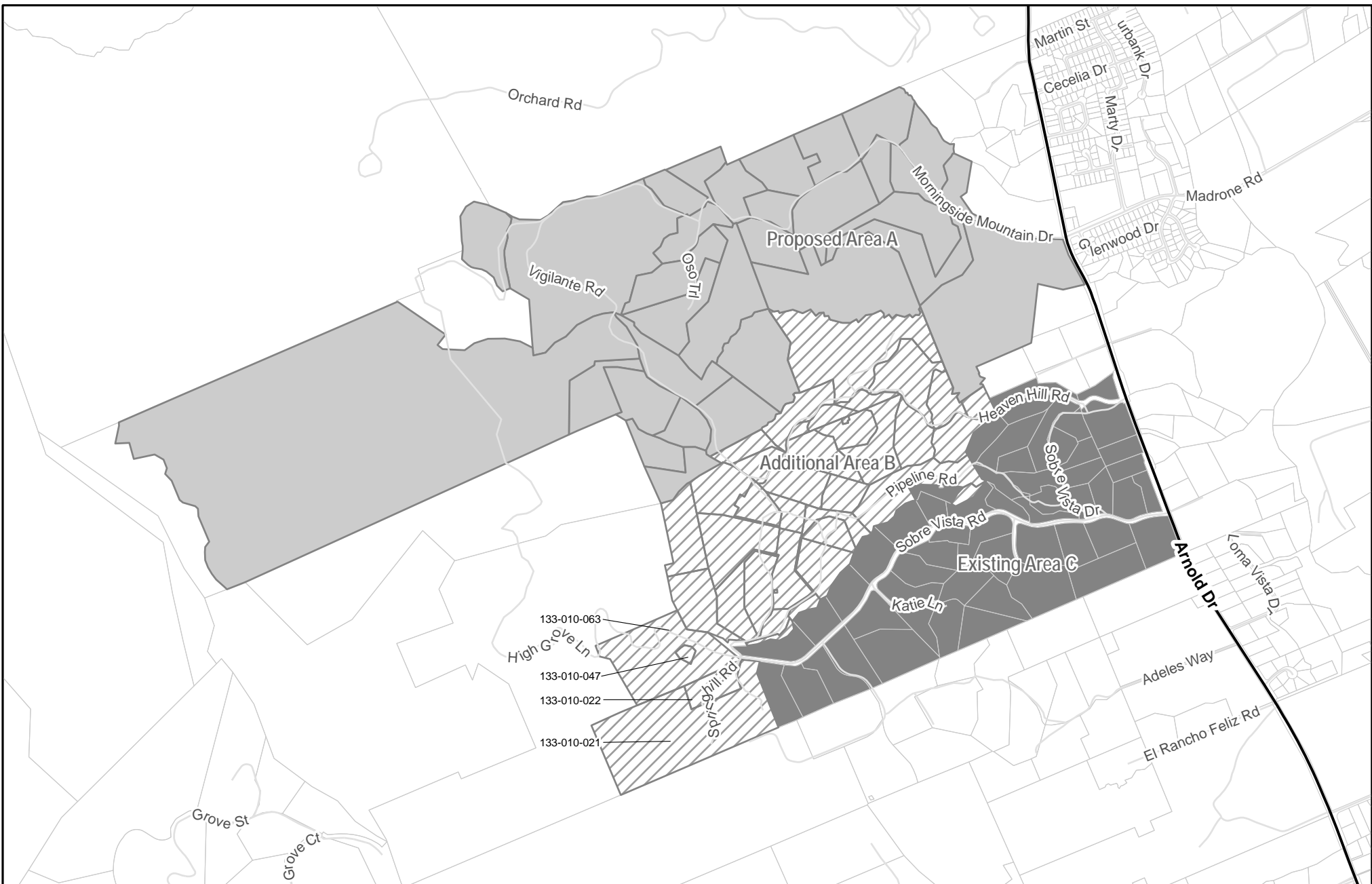
Application of the Vacation Rental Exclusion (X) Combining Zone to 64 parcels on Morningside Mountain Drive, Vigilante Road, Oso Trail, Heaven Hill Road, Sobre Vista Road/Pipeline Road, and High Grove Lane in Glen Ellen will preserve existing housing stock, reduce traffic and fire danger, and improve neighborhood compatibility.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Elimination of 64 parcels from potential for conversion to vacation rentals will have a negligible effect on the potential future collection of Transient Occupancy Taxes.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Relatively insignificant reduction in possible future staff time required for permitting and monitoring vacation rentals.			
Attachments:			
EXHIBIT A: Map of Proposed Area A and Additional Area B			
EXHIBIT B: Draft Ordinance with Attachment A (Parcel List and Current/Proposed Zoning) and Attachment B (Sectional District Map)			
EXHIBIT C: Letters from Sonoma Valley Fire & Rescue Authority to Applicant and Sonoma County Fire & Emergency Services Department to APN 133-010-063 owner			
EXHIBIT D: Planning Commission Resolution No. 18-001			
EXHIBIT E: Planning Commission Minutes dated February 1, 2018			

EXHIBIT F: Planning Commission Staff Report and Attachments dated February 1, 2018

Related Items “On File” with the Clerk of the Board:

N/A



Base Map Data

- Area A - Proposed Rezone Area
- Area B - Additional Rezone Area
- Area C - Existing X Combining Zone (Sobre Vista)
- Parcel
- Main Arterial Street
- Street

*Proposed X Vacation Rental Exclusion Combining District
Glen Ellen, ZCE17-0008*

County of Sonoma

Permit and Resource Management Department

2550 Ventura Avenue, Santa Rosa
California 95403



ORDINANCE NO. ()

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING THE OFFICIAL ZONING DATABASE OF THE COUNTY OF SONOMA ADOPTED BY REFERENCE BY SECTION 26-02-110 OF THE SONOMA COUNTY CODE, BY RECLASSIFYING CERTAIN REAL PROPERTY BY ADDING THE X (VACATION RENTAL EXCLUSION) COMBINING DISTRICT ON 64 PARCELS TOTALLING 792.51 ACRES LOCATED AT 2028, 3353, 3350, 3434, 3444, 3454, 3475, 3535, 3577 AND 3600 VIGILANTE ROAD, GLEN ELLEN; 51, 55, 77 AND 100 OSO TRAIL, GLEN ELLEN; 1000, 1200, 1400, 1407, 1500, 1700, 1741, 1750, 1877, 1900, 2000, 2010, 2100, 2205, 2207, 2500 AND 2600 MORNINGSIDE MOUNTAIN DRIVE, GLEN ELLEN; 1255, 1304/06, 1311, 1321, 1350, 1390, 1395, 1400, 1403, 1470, 1496/1500, 1550, AND 1650 HEAVEN HILL ROAD, GLEN ELLEN; 2244/46, 2299/2397, 23333, 2337, 2343, 2345, 2355/2357, 2369, 2375/95, 2391, 2399, 2403, 2411/13, 2417, AND 2425 SOBRE VISTA ROAD, GLEN ELLEN; 0 HIGH GROVE LANE, GLEN ELLEN; AND 0 SPRINGFIELD ROAD, GLEN ELLEN; APNS: 054-100-003 AND -012, 054-110-011, -016, -025, -031, -038, -039, -042, -044, -045, -046, -047, -048 AND -049; 054-110-021, -022, -023, AND -028; 054-120-016, -017, -018, -025, -027, -028, -029, -030, -035, -036, -038, -039, -040, -041, -042, AND -043; 054-400-017; 133-070-006, -013, -014, -017, -025, -027, -028, -030, -031, -034, -035, -043, -044, -047, -051, -057, -058, -059, -060, -061, -062, -064, -065, AND -066; AND 133-010-021, -022, AND -063.

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

SECTION I: The Official Zoning Database (OZD) of the County, adopted by reference by Section 26-02-110 of the Sonoma County Code, is amended by reclassifying the following real property from the existing zoning designations to the zoning designations set forth in Exhibit "A" attached hereto and incorporated herein by this reference. File No. ZCE17-0008. The Director of the Permit and Resource Management Department is directed to reflect this amendment to the OZD of the County as shown on Sectional District Map No.

SECTION II: The Board of Supervisors makes the following findings about the Proposed Project:

1. The proposed rezone is consistent with the Sonoma County General Plan.
2. The addition of the Vacation Rental Exclusion (X) Combining Zone is consistent with

the Zoning Code and meets the applicable criteria based on the following facts. The particular circumstances in this case are:

- a) The subject area has inadequate road access (about 7 miles of substandard private roads without pullouts) to support additional vacation rental uses.
- b) There is a significant fire hazard in the subject area - it is in a Moderate Fire Hazard Severity Zone and has moderate to steep topography, inadequate road access due to substandard private roads, and fire prone forest vegetation. Additional vacation rental uses may exacerbate the fire danger.

SECTION III: The Proposed Project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the State CEQA guidelines.

SECTION IV: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION V: This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in the *Press Democrat*, a newspaper of general circulation, published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma, introduced on the 3rd day of April, 2018, and finally passed and adopted this 3rd day of April, 2018, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin: ___ Rabbitt: ___ Gore: ___ Hopkins: ___ Zane:___

Ayes: _____ Noes: _____ Absent: _____ Abstain: _____

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and

SO ORDERED.

Chair, Board of Supervisors
County of Sonoma

ATTEST:

Sheryl Bratton,
Clerk of the Board of Supervisors

Glenn Ellen Vacation Rental Exclusion (X) Combining Zone Parcel Consideration

Parcel No.	Current Zoning	Potential Zoning	Situs Address
054-100-003	DA B6 10, LG/MTN RC50/50 SR	DA B6 10, LG/MTN RC50/50 SR X	2310, 3275 & 3277 Vigilante Rd
054-100-012	DA B6 40, RRD B7, LG/MTN RC50/50 SR	DA B6 40, RRD B7, LG/MTN RC50/50 SR X	None
054-110-011	DA B6 10, LG/MTN RC50/50 SR	DA B6 10, LG/MTN RC50/50 SR X	2028 & 3577 Vigilante Rd
054-110-016	DA B6 10, LG/MTN RC50/50 SR	DA B6 10, LG/MTN RC50/50 SR X	2020 & 3585 Vigilante Rd
054-110-025	RR B6 10, SR	RR B6 10, SR X	2100 Morningside Mountain Dr
054-110-031	DA B6 20, LG/MTN SR	DA B6 20, LG/MTN SR X	2600 Morningside Mountain Dr
054-110-038	DA B6 10, SR	DA B6 10, SR X	2205 & 2207 Morningside Mountain Dr
054-110-039	DA B6 10, RC50/50 SR	DA B6 10, RC50/50 SR X	51 & 55 Oso Trl
054-110-042	LIA B6 50 Z, LG/MTN RC50/50 SR	LIA B6 50 Z, LG/MTN RC50/50 SR X	3535 & 3600 Vigilante Rd, 2500 Morningside Mountain Dr
054-110-044	DA B6 10, RC50/50 SR	DA B6 10, RC50/50 SR X	3454 Vigilante Rd
054-110-045	DA B6 10, RC50/50 SR	DA B6 10, RC50/50 SR X	100 Oso Trl
054-110-046	DA B6 10, RC50/50 SR	DA B6 10, RC50/50 SR X	77 Oso Trl
054-110-047	DA B6 10, LG/MTN RC50/50 SR	DA B6 10, LG/MTN RC50/50 SR X	3380 & 3388 Vigilante Rd
054-110-048	DA B6 10, RC50/50 SR	DA B6 10, RC50/50 SR X	3434 & 3444 Vigilante Rd
054-110-049	DA B6 10, LG/MTN RC50/50 SR	DA B6 10, LG/MTN RC50/50 SR X	3350 & 3353 Vigilante Rd
054-110-050	DA B6 10, LG/MTN RC50/50 SR	DA B6 10, LG/MTN RC50/50 SR X	3475 Vigilante Rd
054-120-016	RR B6 10, RC50/50 SR	RR B6 10, RC50/50 SR X	1500 Morningside Mountain Dr



Parcel No.	Current Zoning	Potential Zoning	Situs Address
054-120-017	RR B6 10, SR	RR B6 10, SR X	1400 Morningside Mountain Dr
054-120-018	RR B6 10, SR	RR B6 10, SR X	2010 Morningside Mountain Dr
054-120-025	RR B6 10, RC50/50 SR	RR B6 10, RC50/50 SR X	1700 Morningside Mountain Dr
054-120-027	RR B6 10, SR	RR B6 10, SR X	2000 Morningside Mountain Dr
054-120-028	RR B6 10, SR	RR B6 10, SR X	1900 Morningside Mountain Dr
054-120-029	RR B6 10, RC50/50 SR	RR B6 10, RC50/50 SR X	1750 Morningside Mountain Dr
054-120-030	RR B6 10, SR	RR B6 10, SR X	1877 Morningside Mountain Dr
054-120-035	RR B6 10, SR	RR B6 10, SR X	1407 Morningside Mountain Dr
054-120-036	RR B6 10, SR	RR B6 10, SR X	None
054-120-038	RR B6 10, RC50/50 SR VOH	RR B6 10, RC50/50 SR VOH X	1200 Morningside Mountain Dr
054-120-039	RR B7, SR	RR B7, SR X	1623 & 1741 Morningside Mountain Dr
054-120-040	RR B7, SR	RR B7, SR X	None
054-120-041	RR B7, RC50/50 SR	RR B7, RC50/50 SR X	None
054-120-042	RR B7, RC50/50 SR	RR B7, RC50/50 SR X	1741 Morningside Mountain Dr
054-400-017	RR B6 10, SR	RR B6 10, SR X	1000 Morningside Mountain Dr
054-110-009	RR B6 10, RC50/50 SR	RR B6 10, RC50/50 SR X	None
054-110-021	RR B6 10, SR	RR B6 10, SR X	None
054-110-022	RR B6 10, RC50/50 SR	RR B6 10, RC50/50 SR X	1400 Heaven Hill Rd
054-110-023	RR B6 10, RC50/50 SR	RR B6 10, RC50/50 SR X	1403 Heaven Hill Rd
054-110-028	RR B6 10, RC50/50 SR	RR B6 10, RC50/50 SR X	None
054-120-043	RR B7, RC50/50 SR	RR B7, RC50/50 SR X	1395 Heaven Hill Rd

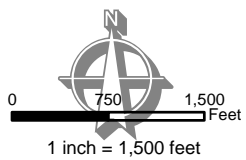
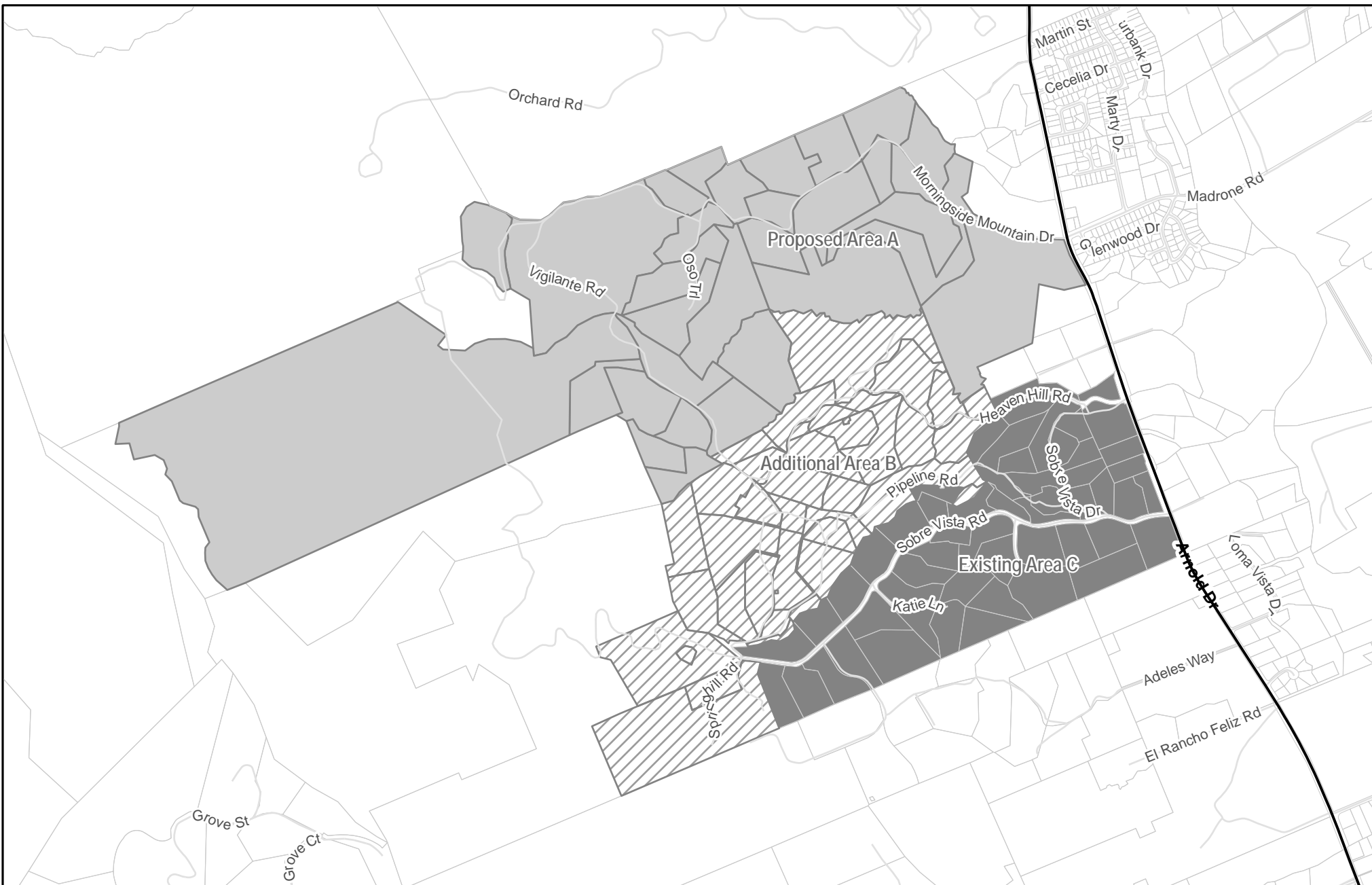


Parcel No.	Current Zoning	Potential Zoning	Situs Address
133-010-021	DA B6 20, LG/MTN RC50/50 SR	DA B6 20, LG/MTN RC50/50 SR X	2244 & 2246 Sobre Vista Rd
133-010-022	DA B6 20, LG/MTN SR	DA B6 20, LG/MTN SR X	None
133-010-047	RRD B6 40, LG/MTN SR	RRD B6 40, LG/MTN SR X	2403 Sobre Vista Rd
133-010-063	RRD B6 40, LG/MTN SR	RRD B6 40, LG/MTN SR X	None
133-070-006	RR B6 10, RC50/50 SR	RR B6 10, RC50/50 SR X	1740 & 1470 Heaven Hill Rd
133-070-013	RR B6 10, SR	RR B6 10, SR X	1255 Heaven Hill Rd
133-070-014	DA B6 10, SR	DA B6 10, SR X	2355 & 2357 Sobre Vista Rd
133-070-015	RR B6 4, SR	RR B6 4, SR X	1505 Sobre Vista Rd
133-070-017	RR B6 10, RC50/50 SR	RR B6 10, RC50/50 SR X	1855 Heaven Hill Rd
133-070-025	DA B6 10, LG/MTN SR	DA B6 10, LG/MTN SR X	2403 Sobre Vista Rd
133-070-026	RR B6 10, SR	RR B6 10, SR X	None
133-070-027	RR B6 10, SR	RR B6 10, SR X	1390 Heaven Hill Rd
133-070-028	RR B6 10, SR	RR B6 10, SR X	1400 Heaven Hill Rd
133-070-030	DA B6 10, SR	DA B6 10, SR X	2399 Sobre Vista Rd
133-070-031	DA B6 10, SR	DA B6 10, SR X	2369 Sobre Vista Rd
133-070-034	DA B6 10, SR	DA B6 10, SR X	None
133-070-035	DA B6 10, SR	DA B6 10, SR X	None
133-070-036	DA B6 10, SR	DA B6 10, SR X	None
133-070-043	RR B6 10, SR	RR B6 10, SR X	2343 Sobre Vista Rd
133-070-044	RR B6 10, SR	RR B6 10, SR X	2345 Sobre Vista Rd
133-070-047	DA B6 10, LG/MTN SR	DA B6 10, LG/MTN SR X	2425 Sobre Vista Rd
133-070-050	RR B6 10, SR	RR B6 10, SR X	1400 Sobre Vista Rd



Parcel No.	Current Zoning	Potential Zoning	Situs Address
133-070-051	DA B6 10, LG/MTN SR	DA B6 10, LG/MTN SR X	2375 & 2395 Sobre Vista Rd
133-070-057	DA B6 10, LG/MTN RC50/50 SR	DA B6 10, LG/MTN RC50/50 SR X	None
133-070-058	DA B6 10, RC50/50 SR	DA B6 10, RC50/50 SR X	2411 & 2413 Sobre Vista Rd
133-070-059	RR B6 10, SR	RR B6 10, SR X	1309 & 1311 Heaven Hill Rd
133-070-060	RR B6 10, RC50/50 SR	RR B6 10, RC50/50 SR X	1319 & 1321 Heaven Hill Rd
133-070-061	RR B6 10, SR	RR B6 10, SR X	1304 & 1306 Heaven Hill Rd
133-070-062	RR B6 10, SR	RR B6 10, SR X	1350 Heaven Hill Rd
133-070-064	DA B6 10, SR	DA B6 10, SR X	2299 & 2397 Sobre Vista Rd
133-070-065	DA B6 10, LG/MTN SR	DA B6 10, LG/MTN SR X	2391 Sobre Vista Rd
133-070-066	RR B6 10, SR	RR B6 10, SR X	1496 & 1500 Heaven Hill Rd
133-070-067	RR B6 10, SR	RR B6 10, SR X	None





Base Map Data

- Area A - Proposed Rezone Area
- Area B - Additional Rezone Area
- Area C - Existing X Combining Zone (Sobre Vista)
- Parcel
- Main Arterial Street
- Street

*Proposed X Vacation Rental
Exclusion Combining District
Glen Ellen, ZCE17-0008*

County of Sonoma

Permit and Resource Management Department

2550 Ventura Avenue, Santa Rosa
California 95403





Sonoma Valley Fire & Rescue Authority

A Cooperative Effort of the City of Sonoma, the Valley of the Moon Fire Protection District
And the Glen Ellen Fire Protection District

February 13, 2018

Barry Swain
P.O. Box 459
Glen Ellen, CA 95442

Steve Sherer
1750 Morningside Mtn.
Glen Ellen, CA 95442

Gentlemen,

This letter is a response to your inquiry regarding the difficulties the Fire Department faces when responding to Fire Emergences and other potentially dangerous events on Morningside Mountain Drive and Vigilante Road. Challenges include availability of water supply, emergency vehicle access and emergency egress for residents. Morningside Mountain Drive and Vigilante Road do not have fire hydrants. Water supply is a major challenge for responders, as access to water might be limited to the water in the tank of the fire engine. With limited access to water, responders must consider alternate strategies for getting water to an emergency location, including relay, drafting, and water tender operations. Emergency vehicle access is another challenge in this area. Typical Type I fire engines are 30.5 feet long and 11 feet wide from mirror to mirror. Road widths vary between 7 to 11 feet with a number of difficult turns that are hard to negotiate even in daylight hours. Additional considerations must be given to the limited egress options of residents that may be facing an emergency response.

A structure fire initial response in this area includes 4 type 1 fire engines, 2 ambulances, 2-water tenders and a Battalion Chief. Confirmed working fires would bring an additional 4-type 1 engines, 2-water tenders and 1 chief officer.

A vegetation fire response in this area includes 8 type 3 engines, 1-type 1 fire engine, 2-water tenders, 2 hand crews, 1-bulldozer and 2 chief officers.

As you can see the response to fire and other emergencies presents difficult challenges that require knowledge of the area and specific training and tactics for fire and emergency responses. It is also incumbent on the permanent residents of this area to understand the fire danger potential and the need to understand and exercise codified fire safety measures.

Alan Jones

Fire Marshal
Sonoma Valley Fire



County of Sonoma
FIRE & EMERGENCY SERVICES DEPARTMENT

FIRE SERVICES * EMERGENCY MANAGEMENT * HAZARDOUS MATERIALS



JIM COLANGELO, INTERIM DIRECTOR

To: Hal Arbit

1-30-2018

Re: 133-010-063

20.13 Acre Parcel Undeveloped

Dear Mr. Arbit,

This letter is in regards to fire access to the noted parcel 133-010-063, of 20.13 acres. The property is accessed by Sobre Vista Road. This is a publicly maintained road up to the private gated entrance of High Grove Lane. Sobre Vista consists of a two way road with fire hydrants serviced by Valley of the Moon Water District. Currently there is no known obstructions to fire access to parcel 133-010-063. Once through the gated entrance of High Grove Lane there is adequate fire access this includes two way traffic to parcel 133-010-063.

Also you requested a review on vegetation associated with the property and I do not see an issue at this time. Many of the properties seem to be in compliance with state regulations and the county has good defensible space for access clearance along the right of way. Please contact Cal Fire for a full assessment if need since the properties are located in the State Responsibility Area.

Please note that the address of 3050 High Grove Lane is assigned to parcel 133-010-064. At the time of construction permits to develop parcel 133-010-063, the building department shall assign a correct number for addressing.

Please let me know if you have further questions or concerns.

Respectfully,

Steve Mosiurchak

Fire Prevention Officer

Sonoma County Fire and Emergency Services

Resolution Number 18-001

County of Sonoma
Santa Rosa, California

DATE: February 1, 2018
ZCE17-0008, Lisa Posternak

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, FINDING THE PROJECT EXEMPT FROM CEQA AND RECOMMENDING APPROVAL OF THE ZONE CHANGE TO THE BOARD OF SUPERVISORS AS REQUESTED BY BARRY & DONNA SWAIN, FOR PROPERTIES LOCATED AT 2028, 3353, 3350, 3434, 3444, 3454, 3475, 3535, 3577 AND 3600 VIGILANTE ROAD, GLEN ELLEN; 51, 55, 77 AND 100 OSO TRAIL, GLEN ELLEN; 1000, 1200, 1400, 1407, 1500, 1700, 1741, 1750, 1877, 1900, 2000, 2010, 2100, 2205, 2207, 2500 AND 2600 MORNINGSIDE MOUNTAIN DRIVE, GLEN ELLEN; APNS: 054-100-003 AND -012, 054-110-011, -016, -025, -031, -038, -039, -042, -044, -045, -046, -047, -048 AND -049, 054-120-016, -017, -018, -025, -027, -028, -029, -030, -035, -036, -038, -039, -040, -041 AND -042, 054-400-017; AND RECOMMENDED BY THE PERMIT AND RESOURCE MANAGEMENT DEPARTMENT PLANNING DIVISION FOR PROPERTIES LOCATED AT 1255, 1304/06, 1311, 1321, 1350, 1390, 1395, 1400, 1403, 1470, 1496/1500, 1550, AND 1650 HEAVEN HILL ROAD, GLEN ELLEN; 2244/46, 2299/2397, 23333, 2337, 2343, 2345, 2355/2357, 2369, 2375/95, 2391, 2399, 2403, 2411/13, 2417, AND 2425 SOBRE VISTA ROAD, GLEN ELLEN; 3050 HIGH GROVE LANE, GLEN ELLEN; AND 0 SPRINGFIELD ROAD, GLEN ELLEN; APNS: 054-110-021, -022, -023, -028; 054-120-043; 133-070-006, -013, -014, -017, -025, -027, -028, -030, -031, -034, -035, -043, -044, -047, -051, -057, -058, -059, -060, -061, -062, -064, -065, AND -066; 133-010-021, -022, AND -063.

WHEREAS, the applicant, Barry & Donna Swain, filed an application with the Sonoma County Permit and Resource Management Department to add the Vacation Rental Exclusion Combining District (X Zone) to the zoning of 578.53 acres located at 2028, 3353, 3350, 3434, 3444, 3454, 3475, 3535, 3577 and 3600 Vigilante Road, Glen Ellen; 51, 55, 77 and 100 Oso Trail, Glen Ellen; 1000, 1200, 1400, 1407, 1500, 1700, 1741, 1750, 1877, 1900, 2000, 2010, 2100, 2205, 2207, 2500 and 2600 Morningside Mountain Drive, Glen Ellen; APNs: 054-100-003 and -012, 054-110-011, -016, -025, -031, -038, -039, -042, -044, -045, -046, -047, -048 and -049, 054-120-016, -017, -018, -025, -027, -028, -029, -030, -035, -036, -038, -039, -040, -041 and -042, 054-400-017, Supervisorial District No.1; and

WHEREAS, the Permit and Resource Management Department Planning Division recommended expanding the rezone area to include 213.98 acres located at 1255, 1304/06, 1311, 1321, 1350, 1390, 1395, 1400, 1403, 1470, 1496/1500, 1550, and 1650 Heaven Hill Road, Glen Ellen; 2244/46, 2299/2397, 23333, 2337, 2343, 2345, 2355/2357, 2369, 2375/95, 2391, 2399, 2403, 2411/13, 2417, and 2425 Sobre Vista Road, Glen Elen; 3050 High Grove Lane, Glen Ellen; and 0 Springfield Road, Glen Ellen; APNs: 054-110-021, -022, -023, -028; 054-120-043; 133-070-006, -013, -014, -017, -025, -027, -028, -030, -031, -034, -035, -043, -044, -047, -051, -057, -058, -059, -060, -061, -062, -064, -065, and -066; 133-010-021, -022,

and -063

WHEREAS, this project has been found to be categorically exempt from CEQA Guidelines; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held a public hearing on February 1, 2018 at which time all interested persons were given an opportunity to be heard; and

WHEREAS, the Planning Commission recommends that the Board of Supervisors find the project exempt from CEQA.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission makes the following findings:

1. The proposed rezone is consistent with the Sonoma County General Plan.
2. The addition of the Vacation Rental Exclusion (X) Combining Zone is consistent with the Zoning Code and meets the applicable criteria based on the following facts. The particular circumstances in this case are:
 - a) The subject area has inadequate road access (about 7 miles of substandard private roads without pullouts) to support additional vacation rental uses. These physical deficiencies combined with increased traffic from vacation rental guests who would be unfamiliar with the road constraints could affect road safety.
 - b) The subject area is in a Moderate Fire Hazard Severity Zone and has moderate to steep topography, inadequate road access due to substandard private roads, and fire prone forest vegetation. Additional vacation rental uses may exacerbate the fire danger because of the volume of guests and their unfamiliarity with fire risks.
3. The proposed rezone is exempt from CEQA pursuant to CEQA Guidelines, section 15061(b)(3), in that no physical changes or changes in use are proposed that could have an adverse effect on the environment because the proposal only limits certain uses of existing residential parcels with no new development or construction.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors approve the requested Zone Change.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary of the Planning Commission as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner Fogg, who moved its adoption, seconded by Commissioner Kelley, and adopted on roll call by the following vote:

Commissioner Reed	Aye
Commissioner Cook	Aye
Commissioner Kelley	Aye
Commissioner Lowry	Aye
Commissioner Fogg	Aye

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.



County of Sonoma
Permit & Resource Management Department

**Sonoma County Planning Commission
DRAFT MINUTES**

Permit Sonoma
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

Date: February 1, 2018
Meeting No.: 18-01

ROLL CALL

Larry Reed
Paula Cook
Ariel Kelley
John Lowry
Dick Fogg, Chair

STAFF MEMBERS

Jennifer Barrett
Matt Gilster
Vanessa Starr for Lisa Posternak
Amanda Rhodes, Secretary
Leslie Thomsen, County Counsel

1:05 PM Call to order and Pledge of Allegiance

PLANNING COMMISSION REGULAR CALENDAR

If you wish to speak on an item under discussion by the Planning Commission which appears on this agenda, you may do so upon receiving recognition from the Chairperson. State your name and address for the record before making your presentation. All hearings are taped. Time limitations on public testimony are limited to three minutes, or as imposed at the discretion of the Chair.

Item No.: 1
Time: 1:05 PM
File: ZCE17-0014
Appellant: N/A
Applicant: County of Sonoma
Owner: Various
Cont. from: N/A
Staff: Matt Gilster
Env. Doc: Exempt under the General Rule stated in CEQA Guidelines Section 15061(b)(3)

- Proposal: Amend the Official Zoning Database and General Plan to change the General Plan land use designation and zoning of 19 parcels in Freestone order to resolve inconsistencies between General Plan Policy LU-12e and the General Plan land use maps
- Location: Various properties within Freestone
- APN: Various
- District: 5
- Zoning: Commercial Rural (CR), Rural Residential (RR), Agricultural Residential (AR), Rural Resources Development (RRD)

Staff presentation. **Matt Gilster** summarized the staff report, which is incorporated herein by reference.

Commissioner Lowry commented that he respects the General Plan as the basis for decisions about more land use as a compelling argument. **Planner Gilster** stated that the inconsistency with the map needs to be resolved to be able to limit the expansion of commercial uses in Freestone.

Commissioner Cook asked for more information about the current zoning vs. proposed.

Public hearing opened at 1:38 PM

Eric Koenigshofer, representing the Freestone-Bodega Bay Committee, stated that their intent is to promote the accurate implementation of the General Plan Land Use Element Objective LU 12.3 The Coastal Plan discourages commercial uses in the Sonoma Coast Gualala Basin Planning Area except for Bodega Bay, and Freestone is remainder group. The plan used the LC category for existing and local commercial uses. In Freestone in 1989, there were three unquestionable commercial uses: The Freestone Store, the hotel, and the bakery corner. The Phelps Tasting Room had an approved Use Permit, as did Osmosis, and the CS Fund. The town of Freestone is part of the remainder group. Mr. K went over the various permits for parcels being considered. In his opinion, to designate entire parcel as commercial would overstate policy intent. It is obvious that General Plan objective was to prohibit new commercial uses and limit the expansion of existing commercial uses. Mr. K opposed using the split zoning policy, except for unique circumstances, which this is. He urged the Commissioners to recommend the Board approve the split zone land approach and modify the Phelps portion to include the corner piece of the Phelps property.

Commissioner Kelley commented that the map for split zoning on the CS Fund did not seem to bifurcate for the septic area on the map. Mr. K stated he had no objection to adding it.

Commissioner Reed asked about the Phelps property zoned as RR2. Mr. K stated that it was originally permitted as Pastoral, a dry goods store. One of the conditions of approval from 25 years ago was to rezone prop to commercial. There is not enough septic area to build a residence.

Giovanna Mueller, 380 Bohemian Hwy., Freestone, owner Freestone Cheese Shop, stated that this process has been very upsetting for her and her family. Her dream was to have a small business in the community that focuses on locally grown products. They looked for a long time before they found the location in Freestone, and then it took two years in open. Changing the General Plan will negatively affect their property value. Commercial property has value, and to roll back the clock 30 years will have a negative impact on them. She wondered how the County will compensate the 19 property owners who will be negatively impacted with the decision, and was not sure what the rationale for this is. She

did not think it is fair that one sentence of the General Plan should be able to affect 19 property owners who have owned the property for a while.

Judith Stone, Bohemian Hwy., thanked the Chair for setting the meeting protocol. Applause is not appropriate and she feels safer. The little parcel that was the United Methodist Church needs further research before being folded into to the Limited Commercial designation. There is another dispute about the property at 611 Bohemian Highway, which was owned by the CS Fund and in commercial use in 1989. **Chair Fogg** said this needs further research.

Omar Mueller, 280 Bohemian Hwy., owner of the cheese shop in Freestone, said it has been one year since the last hearing. He has received bills for \$16,000 from the County. If his property is changed to residential it will jeopardize his business. The \$100,000.00 cost of a Minor Use Permit would jeopardize his business. He already put \$300,000 into his business, and it is hard to make a living. He asked for a chance to run his business as a commercial enterprise in the community. The future value should reflect what he has put into it.

Gene Cooley, Sebastopol, supports the staff recommendation to bring the zoning and land use classification into consistency with the General Plan with the exception of the tricky situation of split zoning. He wants to retain the split zoning rather than expand commercial zoning, which he feels would be inconsistent. Freestone is a rural and historic area and it is important to maintain these characters in zoning and to be consistent with the General Plan.

Robert Guthrie, Freestone, supported the work of Mr. Koenigshofer and the staff recommended. He stated that his family has been in the area since 1941. He expressed concern about the future of commercial business on the area: sound, traffic, and water. The Salmon Creek water level has severely gone down. Guthrie said the creek has changed dramatically, and expressed concern about the creek going dry with increased commercial uses. He opposes major projects in the area.

James Sharp, Occidental, indicated that the map is wrong, and policy is what the intent was. Shame on those who did not find this years ago and do something. A new General Plan update is ahead and this should be reviewed again in a few years. He expressed sympathy for the cheese shop. Does not think anyone should take away their business. Mr. Sharp considers the village his village and always drives 25 mph. He did not think that the original policies should be denigrated.

Scott Seidman, Freestone, strongly supported the staff recommendation. When the General Plan was written it was meant to preserve rural character. Pastures and watersheds were not meant to be turned into parking lots. Freestone was exempted from becoming commercial. There is a shortage of special and charming places such as Freestone. Freestone needs to be protected. Sonoma County leaders recognized this years ago. Correct the official Zoning Database to be consistent with the General Plan.

Judith Smith, Freestone, resident since 2012, stated her property is one of the split-zone properties. She had hoped to develop on it. She understand her property to be LC zoning and does not want the zoning designation to be changed. The Freestone Historic Guidelines state that certain areas in a small community can be selectively exempted. The historic district and zoning were developed in tandem to provide a small commercial corridor for a village. This issue is very divisive to the small community of Freestone.

Lolly Petroni, Freestone, downtown resident, grew up there. The staff report says although Freestone not called out specifically in LU12 e, maybe it was left out in the previous paragraph by error. She read from her written comments, adding that Mr. Koenigshofer and County are overreaching in wanting to change zoning for 19 Freestone properties in an attempt to stop the Webley project. She did not think that there were errors on the zoning map.

Bailey Malone, CS Community Fund, Freestone, owns two properties. She was unsure why her property was targeted by Mr. Koenigshofer, who never reached out to her. Her entire parcel has been in continuous commercial use since 1983 and they have a Use Permit. The use does not generate much traffic. They have worked quietly in the community for 35 years, employ five staff, and are open from 9:00 to 5:00 Monday through Friday. Changing their zoning would restrict their ability to do business in the future. Malone resented Mr. Koenigshofer's attempt to meddle with her zoning. In addition to office operations operated live stock in the past and are involved with sustainable agriculture. The property was incorrectly zoned in 1989 and there was always a historic commercial use. CSN Fund does not have any plans to expand or sell the property. Split zoning would not be consistent, since the property was in commercial use at the time. They also owned two other properties in question at one time as a commercial use. .

Gene Walker, Freestone, referred to the legal notice which did not include all 26 parcels comprising Freestone. As long time resident of Freestone, there is no good reason to change the existing situation. Communities not permitted to change with the times will die. The neighborhood has lived with the General Plan inconsistency for years. The present flexibility is better, and they support their business neighbors. Please put the decision off till the next General Plan update.

Marylee Guinon, Freestone, referred to a letter she had submitted about the need for consistency, which protects the integrity of the General Plan. She read a historical document that states the historical relevance of the General Plan. She supports preserving the historic district, avoiding dystopian sprawl, and supports the integrity of the General Plan.

Elizabeth Flower, Freestone, recently purchased her historical property and home with the intent to restore the property. It used to be a paint factory and bed and breakfast and a major spring the community has used for 140 years. She found out five days back about the issue and was not notified. Ms. Flowers was upset and surprised that this is happening so soon after she purchased her property, as she intended to put an art gallery on the store front of her property. If the commercial designation is taken away she would be stuck with an old building and parking lot that people use to visit other businesses. She asked how much she will have pay for the changes and expressed concern about loss of property value. She asked for the old zoning to remain and the current uses to be grandfathered in.

Tina Wallis, who represents another applicant in the area that is applying for a use permit for a winery, asked for more research and clarity as to what uses are allowed, history of use, and when uses ceased. She confirmed that nothing in the current item will affect her client's ability to apply for a Use Permit.

Deborah Preston, Sebastopol, referenced a letter she read on behalf of a Freestone resident. They are counting on the commission to stick to the General Plan and restrict commercial development in Freestone. They referred to the Webley proposal and said it should be denied. This would affect the area and would be out of character with the historic district. An event center in the area would be

highly inconsistent and would greatly increase traffic and noise in their small village. Please stick to the General Plan.

Chair Fogg asked staff to indicate where the Webley property was located.

Jill Stocks, Sebastopol, local resident since 1985, sees Freestone from her front porch and expressed concern about Webley property and how the County is scrutinizes the zoning. Ms. Stocks expressed concern that properties were sold as commercial and now the County wants to change that. Ms. Stocks supports the “go local” movement and the local businesses. She asked that the cheese shop be grandfathered in as a commercial use and thinks they are being treated unfairly.

Michael Stusser, Freestone, stated that the cheese shop should be allowed as a commercial use. There have been many small commercial activities in the town historically.

Barbara Drady, Freestone, expressed concern about the Webley project and wanted to know what the County was doing about it. **Deputy Director Barrett** indicated it was not agendized, so it can't be discussed. **Deputy Barrett** clarified that Use Permits runs with the land in perpetuity, including the entitlements. It is a vested right that can't be taken away with zoning changes.

Public hearing closed at 3:01 PM

Commission Discussion:

Commissioner Lowry commented about the controversial nature of the item. He believes that the intent of the General Plan was to limit commercial expansion in Freestone. Staff confused the West Sebastopol Plan with the Coastal Plan. Commissioner Lowry expressed concern about overdevelopment of the area. Commissioner Lowry sat on the cheese shop Use Permit hearing, and thinks the business is safe as it is. With regard to Osmosis and the CS Fund properties, which also has a split designation, it makes sense to maintain the split-designation to protect that area, and which also will allow both businesses to do exactly what was done in the past. Regarding the winery parcel, it makes sense to change it to all RRD which allows for many things that are happening now such as a vineyard or winemaking. But it would not allow for type of event center that seems to be proposed there. Commissioner Lowry was somewhat sympathetic to those citizens who wanted to have small commercial enterprises that face the street, but added that the way to do is through the upcoming General Plan update. It makes sense to look at this again during that update.

Commissioner Cook concurred, but added that the difficulty for the Commission's decisions impact what happens in the future. It is unfortunate that there was a mistake made that the Commission needs to deal with. Commissioner Cook noted that this particular area is tricky because, if they are correcting a mistake in place for 30 years, are we obligated to let incorrectly designated parcels continue? There is the issue about property loss because people misinformed about zoning. **Counsel Thomsen**, stated that generally, without the reliance of a permit, you are not entitled to compensation in questions where there are reasonable economic use of the parcel. Council Thomsen noted that this is a very general answer and does not apply to each individual property.

Deputy Barrett asked what the Phelps tasting room was permitted for. **Planner Gilster** stated that the June 15, 1981 permit issued for 1279 Bohemian Highway (APN 073-080-071), shows a larger parcel that had commercial use and a smaller parcel that appeared excluded. Staff recommends that the larger zoned RR2 be rezoned to LC due to its use in 1989, but are not recommending rezoning for the smaller parcel. Smaller parcel was always designated residential.

Commissioner Reed concurred with Commissioner Lowry's comments, and suggested making The Phelps property and the cheese shop all LC.

Commissioner Cook stated that their job is to correct the mistake, not to create a hybrid. It is clear that two things are at play: the existing situation and the next update. It will be appropriate for everyone in and around Freestone to participate in the process. Commissioner Cook was sympathetic to those being downzoned. **Planner Gilster** stated that the cheese shop has a use permit, runs with the land, but not approved in the 1989 plan, so it could continue to operate.

Commissioner Kelley asked about the CS Fund property clarification about the front lot owned CS Fund and Judith Smith's claim that it was used commercially (APN 073-120-034) property. **Planner Gilster** Found no record of commercial use, but found an animal preserve, which is not a use for LC zoning. The office would retain LC zoning. **Planner Kelley** asked about noticing of the project. **Planner Gilster** stated that staff attempts to notify all affected property owners. This notice was also sent to property owners within a 600 foot radius, and multiple posters were posted in the community, as well as on the website. A workshop was held in November that was attended by more than 70 people.

Commissioner Lowry commented that if commercial uses were going on in 1989 they should be addressed now. Freestone had more commercial uses back then, and if evidence was missed, this is the time to bring forward. **Planner Gilster** added that the information staff has is only as good as permits and records on file. Commissioner Lowry supported the staff recommendation to prohibit commercial expansion. In some cases to eliminate split zoning could actually expand the commercial use.

Commissioner Lowry motioned for a straw vote directing staff to prepare a corrected map, resolution, and tables which retained the split zoning of the C S Fund and Osmosis Day Spa. Seconded by **Commissioner Cook**. **Deputy Director Barrett** added that the final decision will be made by the Board of Supervisors where public comment will be opened once again.

Action: The Commission decided by straw vote to continue this item to March 1, 2018 at 1:05 p.m. and to recommend approval to the Board of Supervisors of this item with modified maps to retain split zoning.

Appeal Deadline: N/A

Resolution No.: N/A

Vote:

Commissioner Reed	Aye
Commissioner Cook	Aye
Commissioner Kelley	Aye
Commissioner Lowry	Aye
Commissioner Fogg	Aye

Ayes: 5

Noes: 0

Absent: 0

Abstain: 0

Item No.: 2
Time: 1:10 PM
File: ZCE17-0008
Appellant: N/A
Applicant: Barry & Donna Swain
Owner: Various
Cont. from: N/A
Staff: Lisa Posternak
Env. Doc: Exempt from CEQA review pursuant to CEQA Guidelines Section 15061(b)(3)
Proposal: Request for Zone Change to add Vacation Rental Exclusion (X) Combining Zone to 64 parcels with access from Morningside Mountain Drive, Vigilante Road, Oso Trail, Heaven Hill Road, Sobre Vista Road, Springfield Road, and High Grove Lane in Glen Ellen
Location: 64 parcels along Morningside Mountain Drive, Vigilante Road, Oso Trail, Heaven Hill Road, Sobre Vista Road, Springfield Road, and High Grove Lane in Glen Ellen
APN: Various
District: 1
Zoning: See Exhibit A, Attachment A of the Staff Report for the zoning of all parcels in the subject area

Staff presentation. **Vanessa Starr** presented the staff report, which is incorporated herein by reference.

Commissioner Cook asked for clarification about noticing. **Planner Starr** stated that there was a list of 32 proposals, the owners and those within a 300' radius of the properties were notified by mail.

Commissioner Cook was pleased to hear that the application was brought forward and that all the neighbors had been contacted.

Chair Fogg asked what the notice stated, and if enough information was provided so recipients could understand what was going on. **Planner Starr** stated it described the public hearing, project description, date and place of the hearing, and included a map of the affected parcels. **Deputy Barrett** noted that the questionnaire was sent out by the applicant and PRMD staff then notified the effected parcels and surrounding neighbors. The purpose of the hearing is to bring forward the exclusion zone that was initiated by both owners and staff. **Chair Fogg** stated that the final decision will be made by the Board of Supervisors, and it is possible for citizen groups to initiate such a zone change. **Counsel Thomsen** stated that each speaker should indicate who they represent.

Commissioner Lowry asked for additional information about the original proposals and what was added, and **Planner Starr** brought up a map to show the Commissioners that was closing the gaps. .

Commissioner Reed asked for clarification that existing approved Vacation Rentals would not be affected by this item. Staff Starr said that was correct, they would be protected under the Vacation Rental ordinance until the property is sold, transferred, or the permit is revoked with three strikes.

Commissioner Kelley asked for clarification about the blue parcels of the map. **Planner Starr** indicated that those represented property owners who were opposed to adding the exclusion zone.

Commissioner Cook, concerned that some may not know what was happening, asked about how a property would be excluded if they desired. Would they be excluded automatically from the combining zone, **Planner Starr** said that if the commission determined that a parcel does not meet the criteria, it could be removed from the recommendation. **Deputy Barrett** noted that this a legislative act, and it is

important to have consistency with residential zoning. One vacation rental might not be a problem but when you get many in an area that can be. What we would like to see is a cohesive neighborhood.

Chair Fogg commented that it was important as we develop the ordinance to remember that the decision impacts the affected people's property rights. **Planner Starr** stated that access through Arnold Drive was another factor in the staff analysis.

Public hearing opened at 4:29 PM

Bob Testau, 3350 Vigilante Rd., made a presentation on behalf of the applicant. He noted that they are 100 percent in agreement with staff's recommendation. First, he said that any increase in the number of vacation rentals in the area will have a negative impact on the rural residential character of the neighborhood. Second, the quality and conditions of the roads are inadequate. Third, the vast majority of homes are owned by people who purchased there because of the rural quality and live there as their primary residence. There is much ready-made fuel on the ground. Prior transient visitors have already displayed a lack of behavior consistent with the rural nature, such as sharing the road and care of the local residents. They view the house as a place to use. The surrounding community is invisible to them. Residents have been run off the road by visitors. The roads are very narrow and are privately maintained. The significant increase in traffic because of vacation rentals will have a lasting impact. At a recent meeting with the fire department, he noted that it would require 19 feet of space on the roads, and this creates a fire hazard for everyone.

The owners of the vacation rentals are not living in the area full time or assimilating into the area. The rural nature of the area needs to be protected, and Mr. Testau supported the project and said that the Vacation Rental aspect erodes the rural residential quality of the area.

The residents in the area are very supportive of the rural area, which has been long established as a private rural residential, owner occupied neighborhood. He has lived in the area for that 20 years and are very close to their neighbors, who are also long-time residents.

Chair Fogg asked if anyone from the opposition had a presentation. No one came forward.

Susan Costello, Glen Ellen, purchased her home with Dr. Davidow with the understanding that the area was zoned rural residential, and not for transient occupancy. She expressed concern about traffic, road and fire safety, and stated that the commercial use was not appropriate in the zone. There are hotels and other places for visitor serving uses. The residents have their property rights also, and the commercial businesses, which is what vacation rentals are, are not supported in the General Plan. She supported the exclusion zone. She is afraid to use the road due to its lack of turnouts and the increase in traffic.

Don Van Staaveren, Kenwood, thanked staff for their work on this project. He has lived on Morningside Road for more than 40 years, and added that many of the homes have been lived in by multiple generations of families. Others purchased their properties because of the residential character of the neighborhood, which is quiet and beautiful. To allow more vacation rentals in the area will drastically change the area. He supported the exclusion zone.

David Noland, Glen Ellen, was not notified about this hearing. He recently bought the house with the intent to rent the house before they retire. He employs a property manager to oversee his rentals and he intend to be a good neighbor. They limit the number of people allowed, and if there are complaints, the renters are held liable and will lose their deposit. The property management firm has people within

15 to respond to any complaints. If people manage their rentals properly, then there should not be issues.

Mark Davidow, Glen Ellen, strongly supported the exclusion overlay zone for all the reasons expressed. The recent fire strengthened his opinion about this.

Julie Olsen, Glen Ellen, supports the exclusion zone. Said has experienced changes in the road usage with drivers who go too fast and refuse yield to traffic. The fire risks are more real, the area is heavily wooded, and after the October fires, the neighbors helped save their homes. This would not have happened if the homes had been rented as vacation rentals.

Ricardo Capretta, Glen Ellen, said it is important to note that Sobre Vista Road is a county-maintained public road that does not have the problems of other roads, and their situation is much worse. Hardcore reality is that services like AirB&B are heavily impacting their area. The numerous properties down the hill are the ones being greatly affected by vacation rentals. He fully supported the staff recommendation. Housing stock has been lost, and there is lack of affordable housing. This is the time to support the exclusion zone.

Hal Arbit, Sonoma, passed out a letter from Sonoma County Fire about a site visit which addresses the criteria under discussion. The parcel is not involved in the criteria for exclusion in the proposal.

Gerri Brinton, Glen Ellen, did not receive a notice regarding the hearing. She did not understand the process or how the proposal was initiated. What is the neighborhood? It is unclear. What is the criteria? Tourists need a place to stay and it is important to local economics. On the roads there are 15 MPH signs posted, and there are places to turn out. Brinton opposed the zone change on her property. If vacation rentals are to be excluded, it should be applied Countywide. It should not be able to be decided by neighbors. Everyone who lives in the area is aware of the fire hazards and maintain their properties. Brinton stated that the traffic impact from vacation rentals is minimal.

Betty Sharer, Glen Ellen, said there are now three vacation rentals on their mountainside. The horror of the October fires have made her think how safety on the road due to the access needed for fire trucks. Gridlock can easily occur, and more vacation rentals could seriously impact the area. Absentee owners don't have as much involvement in keeping up the area.

Ali Tabibian, said that he and his wife have been harassed because they bought a vacation rental. The area has always involved a lot of transient use, and renters are being unfairly judged. Long term residents resent the vacation rentals. The neighborhood has consistently had this type of activity. He is tired of being picked on. The problem is the way the people on the inside are thinking, not those who come to the vacation rentals. Mr. Swain even had a bed and breakfast at one time.

Barry Swain, Glen Ellen, referred to Mr. Tabibian's comment. Swain's bed and breakfast had nothing in common with a vacation rental. They had one cottage and had rules: No walking on roads, no kids or pets, and there were no complaints. Neighbors were not even aware of them. A vacation rental can have ten people sleeping and 14 during the day. Swain was tired of the Mr. Tabibian using him as an example.

Public hearing closed at 5:25 PM

Commission Discussion:

Chair Fogg said this is a debate that can be held on multiple different levels. The area is beautiful and attracts tourists. Rural character needs to be protected and is a valid argument. The inadequate road

access is a big concern. Mr. Tabibian's permit was approved 15 months ago, and approved vacation rentals can continue to operate if they follow the rules. Chair Fogg expressed concern about the apparent view that the Commission has not been fair and equitable. He also wanted input from CalFire and local fire departments about the adequacy of the roads. There are a lot of different comments about the roads – some say it is only seven feet wide in places, others say it is wide. Chair Fogg wanted more third party advice that involves the entire affected area. The roads need to support wide tanker trucks in cases of fire, especially in light of recent fires. We need to prepare for future fires.

Commissioner Reed stated that extensive debate about vacation rentals has occurred. Similarly, concerns were discussed during that public hearing portion. The Board adopted the Ordinance in 2016, and he now wondered what findings could be made for exclusion from the ordinance. Commissioner Reed expressed concern about testimony about the road safety and fire truck access and supported the staff recommendation.

Commissioner Cook expressed concern about the apparent inadequacy of noticing. She expressed concern about how the proposal had been morphed by staff from the original proposal, which feels excessive. She felt that more structure should be built in and more neighbors involved. Since it is not her district, she deferred to the District 1 commissioner. Commissioner Cook was torn on the matter.

Commissioner Kelley concurred and felt more neighbors should have been involved. Policy could use a requirement for neighbors to seek approval from each of the neighbors in the affected zone. Road issues need to be fully researched for quantity of added cars and safety and sight issues. Housing stock is also an issue, and there can be issues when there is no oversight by the homeowner. Commissioner Kelley expressed sympathy for the conflicts that have occurred in the community. She asked if Mr. Arbit had applied for a vacation rental permit, and Planner Staff said he had not. Commissioner Kelley asked staff for a summary of the timeline involved in getting a vacation rental permit approved. **Planner Starr** commented that the timeline varies. There is currently a moratorium which is to end Feb. 5th, but it normally it takes approximately a month to go through the process. Commissioner Kelley asked why the additional 32 parcels were added and expressed concern that the new parcel owners were not present. Planner Staff stated that staff trying to avoid pockets in the area and everyone should have gotten a notice and there were postings done. Commissioner Kelley was open to the idea of supporting the proposal.

Commissioner Lowry asked what defines a long-term rental as compared to vacation rentals. **Planner Starr** replied a long-term rental is defined in the TOT Ordinance as 31 days or more. **Commissioner Lowry** noted the various complaints about the County's noticing. **Deputy Barrett** stated that staff keeps a list of all noticed neighbors and from the Assessors Rolls and a clerk keeps an affidavit of the noticing and copies of the mailing labels. Commissioner Lowry stated that there is a conflict between people coming and going and property right issue. It seemed to him that vacation rentals are not a residential use, but more of a commercial use. Property rights advocates state that they should be able to do this, but the land use is potentially being changed. For this reason, the government has the right and responsibility to regulate that. It is a very subjective and controversial issue. He supported the staff recommendation but stated a new way to develop notification needs to be created.

Chair Fogg concurred that noticing could be improved, but for this application, he stated that he does not believe the Commissioners have enough information on the road and the fire issues for this proposal. A decision needs to be made for this application, and he supported the staff's recommendation 51-49 percent.

Changes to Draft Conditions: Staff is to get more information on the road and fire.

Sonoma County Planning Commission Draft Minutes
February 1, 2018

Action: Commissioner Fogg motioned to recommend approval to the Board of Supervisors for a Zone Change as recommended by staff. Seconded by Commissioner Kelley and passed with a 5-0-0 vote.

Appeal Deadline: N/A

Resolution No.: 18-001

Vote:

Commissioner Reed	Aye
Commissioner Cook	Aye
Commissioner Kelley	Aye
Commissioner Lowry	Aye
Commissioner Fogg	Aye

Ayes: 5

Noes: 0

Absent: 0

Abstain: 0

January 31, 2018

Sonoma County Planning Commission Members;
Ms Lisa Posternak, Permit and Resource Management Department
(PRMD) Project Planner

RE: Morningside Mtn., Vigilante Rd., Oso Trail, Heaven Hill Rd., Sobre Vista Rd., et al, request to add Vacation Rental Exclusion (X) Combining Zone

My name is Julie Oleson. Thirty-six years ago, my husband and I bought 8 acres at 1700 Morningside Mtn. and built our modest 3 bedroom 2 bath home.

I agree with the recommendation by Ms Posternak, that the requested **exclusion should be approved**. It makes sense that the area between the already existing Exclusion Overlay in Sobre Vista to the South and the Sonoma Developmental Center (SDC) to the North be consistently designated an Exclusion Overlay.

My two major reasons for excluding vacation rentals in our neighborhood are 1), the increased traffic on our inadequate one-lane roads; and 2), the increased safety issues from fire risks.

Of the 3 vacation rental permits that have been granted in our area, only the Vigilante Rd permit has been in use for over a year. With just this “tip of the iceberg”, we are already experiencing changes in our road usage. Many of our homes are second homes that have historically generated very few trips on the road. It isn't just the noticeable increase in volume, which is a much bigger impact on a one-lane road where drivers have to find a place to pull off and maybe back-up to get by each other. Unfortunately, too many of these visitors just don't know the conventions of driving on a one-lane winding road. We seem to be having confrontations with drivers, who are not only dangerously speeding, but refusing to move off the paved portion of the road.

The fire risks are now so much more real and greater than most of us could ever have imagined.

We learned after the October fires, that our Morningside neighborhood was saved by a group of private neighbors who fought the fires to the west of Arnold Dr just north of SDC, with help from the SDC Fire Dept. Without them, our neighborhood would be gone too. Most of it is heavily wooded

and steep, even though we have all done our best to clear “defensible space” around our homes.

The night the fires started, I got calls from my neighbors, warning me they could see fire, across the valley. We called SDC and learned it wasn't on their property, yet. It was very windy, so I started loading my car. In a couple of hours I got the red alert to evacuate, on my cell phone. While I was calling my neighbors to tell them about the alert, which none of them had gotten, our power went out. So we evacuated in the dark. As neighbors, we all helped and supported each other, throughout our 10-day evacuation. If our neighborhood were filled with vacation rentals, we wouldn't have had that network. There would also have been a high volume of traffic, with drivers trying to evacuate who were unfamiliar with our dark narrow roads with steep ravines, making it impossible for access by emergency vehicles, if that had been necessary.

Future fire seasons will likely present similar risks to last year. And, of course, there is the possibility that visitors from other areas just aren't as hyper-vigilant about fire, as we have all become, especially in our wooded, steep rural residential area.

Thank you,
Julie Oleson
1700 Morningside Mtn
Glen Ellen, CA 95442



Sonoma County Planning Commission **STAFF REPORT**

Sonoma County Permit and Resource Management Department

2550 Ventura Avenue, Santa Rosa, CA 95403

(707) 565-1900 FAX (707) 565-1103

FILE: ZCE17-0008
DATE: February 1, 2018
TIME: 1:10 PM
STAFF: Lisa D. Posternak, Project Planner

Board of Supervisors Hearing will be held at a later date and will be noticed at that time.

Appeal Period: 10 calendar days (remove if item goes to the BOS for final decision)

SUMMARY

Appellant: N/A

Applicant: Barry & Donna Swain

Owner: Various

Location: 64 parcels along Morningside Mountain Drive, Vigilante Road, Oso Trail, Heaven Hill Road, Sobre Vista Road, Springfield Road, and High Grove Lane in Glen Ellen.

Supervisorial District No.: 1

Subject: Zone Change to add Vacation Rental Exclusion (X) Combining Zone

PROPOSAL: Request for Zone Change to add Vacation Rental Exclusion (X) Combining Zone to 64 parcels with access from Morningside Mountain Drive, Vigilante Road, Oso Trail, Heaven Hill Road, Sobre Vista Road, Springfield Road, and High Grove Lane in Glen Ellen.

Environmental Determination: Exempt from CEQA review pursuant to CEQA Guidelines Section 15061(b)(3), which exempts projects that have no potential for having a significant effect on the environment because the proposal only limits certain uses of existing residential parcels with no new development or construction.

General Plan: Land Intensive Agriculture, Diverse Agriculture, Resources and Rural Development, Rural Residential

Specific/Area Plan: N/A
Land Use: N/A

Ord. Reference: Section 26-79-005 [Vacation Rental Exclusion (X) Combining Zone]

Zoning: See Exhibit A, Attachment A for the zoning of all parcels in the subject area

Land Conservation**Contract:** N/A**Application Complete
for Processing:**

June 16, 2017

RECOMMENDATION:

Recommend that the Planning Commission adopt the attached Resolution recommending the Board of Supervisors approve the requested Zone Change to add the Vacation Rental Exclusion (X) Combining Zone to 64 parcels in Glen Ellen.

EXECUTIVE SUMMARY

Proposal to add the Vacation Rental Exclusion (X) Combining Zone to 64 parcels totaling about 768 acres that take access from Morningside Mountain Drive, Vigilante Road, Oso Trail, Heaven Hill Road, Sobre Vista Road, Springfield Road, and High Grove Lane in Glen Ellen. The proposed rezone area has inadequate road access due to substandard private roads; and a significant fire hazard due to moderate to steep topography, inadequate road access, and fire prone forest vegetation.

ANALYSIS**Background:**

The Board of Supervisors adopted the Vacation Rental Exclusion (X) Combining Zone (Sonoma County Code Section 26-79-005) on March 15, 2016. The Board determined that applying the Vacation Rental Exclusion (X) Combining Zone to exclude vacation rentals on a case-by-case basis would provide a strategic tool to ensure a balance between the economic opportunity that vacation rentals provide and the residential character of neighborhoods. The adopted ordinance allowed staff to accept applications to add the Vacation Rental Exclusion (X) Combining Zone to one or multiple parcels in areas that meet one or more of the adopted criteria set forth below:

- a) There is inadequate road access or off-street parking;
- b) The prevalence of vacation rentals is detrimental to the residential character of neighborhoods;
- c) The housing stock should be protected from conversion to visitor-serving uses;
- d) There is a significant fire hazard due to topography, access or vegetation;
- e) The residential character is to be preserved or preferred; and
- f) Other areas where the Board of Supervisors determines that it is in the public interest to prohibit the establishment and operation of vacation rentals.

All uses permitted in the respective base zone are still permitted, except for the establishment, operation, placement, or construction of a vacation rental. Hosted rentals, which are the rental of one room in a single-family dwelling or a legally established guest house, can still be permitted in the Vacation Rental Exclusion (X) Combining Zone.

Project Description and Area Characteristics:

Staff proposes to add the Vacation Rental Exclusion (X) Combining Zone to 64 parcels totaling about 768 acres that take access from Morningside Mountain Drive, Vigilante Road, Oso Trail, Heaven Hill Road, Sobre Vista Road, Springfield Road, and High Grove Lane in Glen Ellen. These parcels include those parcels included in the Applicant's original proposal and parcels with similar characteristics between the proposal area and the Sobre Vista development which also has the X Zone. **Exhibit A, Attachment A** shows the existing and proposed zoning, and **Attachment B** shows the location of these 64 parcels. Each parcel would retain its current base zoning and combining zones.

The proposed rezone area has moderate to steep topography, fire prone forest vegetation, and substandard private roads. It is in a Moderate Fire Hazard Severity Zone (2017 Sonoma County Hazard Mitigation Plan).

The area includes three existing permitted Vacation Rentals: 1) 3380 Vigilante Road, 054-110-047 (ZPE17-0008); 2) 100 Oso Trail (054-110-045 (TVR17-0389); and 3) 2600 Morningside Mountain Drive, 054-110-031 (TVR17-0401), which would be allowed to continue until transferred or sold.

Surrounding Land Use and Zoning:

North: 498-acre and 512-acre parcels owned by the State of California zoned Public Facilities (PF) occupied by the Sonoma Developmental Center; and one parcel about 24 acres zoned DA.

South: Sobre Vista rural residential development and X Zone.

East: Rural residential parcels that take access from Arnold Drive.

West: 172-acre parcel with residence, vacant 80-acre parcel zoned Resources and Rural Development (RRD), and camp.

DISCUSSION OF ISSUES

Issue #1: General Plan Consistency

Because the proposal affects only transient use of existing residential properties with no new development or construction, it is consistent with the Land Use policies of the General Plan. Similarly, the applicable Local Guidelines and the Scenic Resources (SR) overlay have no impact on the proposal because it does not involve or enable any new development.

The specific policy and program in the General Plan Housing Element that relate to this proposal include:

Policy HE-1k: Continue to regulate the use of existing residences on residential lands for vacation rentals.

Housing Element Program 6: Review Vacation Rental Ordinance Program Description: The County will review and consider revisions to the vacation rental ordinance to limit conversion of permanent housing stock and make vacation rental uses more compatible, and to facilitate enforcement when necessary.

Approval of the proposed Zone Change to add the Vacation Rental Exclusion (X) Combining Zone appears consistent with Policy HE-1k as it limits the conversion of existing residences for vacation rentals.

Issue #2: Zoning Consistency

The Vacation Rental Exclusion (X) Combining Zone may be placed on parcels where one or more of the following criteria are met:

- a) There is inadequate road access or off-street parking;
- b) The prevalence of vacation rentals is detrimental to the residential character of neighborhoods;
- c) The housing stock should be protected from conversion to visitor-serving uses;
- d) There is a significant fire hazard due to topography, access or vegetation;
- e) The residential character is to be preserved or preferred; and
- f) Other areas where the Board of Supervisors determines that it is in the public interest to prohibit the establishment and operation of vacation rentals.

Inadequate Road Access or Off-Street Parking

The proposed rezone area contains about seven miles of substandard private roads. These roads do not meet current private road standards in Sonoma County Code, Chapter 13 (Fire Safe Standards) and Chapter 25 (Subdivision Ordinance) as to width, shoulders, and number and location of turnouts and turnarounds. These physical deficiencies combined with increased traffic from vacation rental guests who would be unfamiliar with the road constraints could affect road safety.

Parcels in the rezone area range from 0.45 to 222.75 acres and contain sufficient space for off-street parking. Inadequate off-street parking does not appear to be an issue in the rezone area.

Protection of Housing Stock from Conversion to Visitor-Serving Uses

The 2014 General Plan Housing Element speaks to the trend increasing use of permanent residential units and lands for vacation uses, such as when single-family homes and condominiums are removed from the housing stock to be used as vacation rentals, which could lead to a loss of residential lands to visitor-serving uses. Objective HE-1.5 of the Element is to limit the loss of existing housing stock to visitor-serving uses. Housing Element Program 6 limits the loss of residential lands and certain types of residential uses to visitor-serving uses.

In some areas of the County application of the Vacation Rental Exclusion (X) Combining Zone could ensure protection of the County's housing stock. While the rezone area is dominated by upscale homes, allowing their use as vacation rentals removes them from the permanent housing inventory.

Significant Fire Hazard

There is a significant fire hazard in the proposed rezone area. The area is in a Moderate Fire Hazard Severity Zone (2017 Sonoma County Hazard Mitigation Plan) and has moderate to steep topography, inadequate road access due to substandard private roads, and fire prone forest vegetation. Property owners and long-term renters are aware of and attentive to the fire danger. Short-term renters may not be aware of the fire danger or as careful with their actions. Therefore, the presence of short-term renters could increase the risk of fire in the rezone area.

Preservation of Neighborhood Residential Character

The presence of vacation rentals, a type of visitor-serving use, in a residential neighborhood can change the character of that neighborhood. Neighborhood character refers to the look and feel of an area and

includes the activities that occur there. Properties in the proposed rezone area consist mainly of relatively large properties with large custom homes set-back from the road. Vacation rentals would not necessarily change the outward appearance of the properties and homes. However, vacation rentals would change the type and amount of human activity on the properties, potentially increasing nuisances such as traffic, noise, and garbage dumping, affecting the character of the neighborhood. The Vacation Rental Exclusion (X) Combining Zone could preserve the residential character of the proposed rezone area.

Issue #3: Existing Permitted Vacation Rentals in the X Zone Area

After the effective date of any rezone to add the X Combining Zone, no vacation rental permit application will be accepted for establishment or operation of a vacation rental on any X zoned property. Existing vacation rentals which are fully permitted and current on Transient Occupancy Taxes (TOT) will be allowed to continue until sale or transfer of the property, at which time the vacation rental permit is automatically expired. A vacation rental permit may also be revoked for repeated violations of the vacation rental performance standards, as set forth in the Vacation Rental Ordinance (26-88-120), and would not be able to resume as a vacation rental.

New applications for vacation rentals in the area may be accepted after February 3 when the moratorium on vacation rentals expires. Any applications that are deemed complete prior to the effective date of the proposed X Combining Zone would be approved as a ministerial permit if they meet the standards. As described above, these permits would be subject to expiration upon sale or transfer of the property or revocation for non-compliance with the standards.

Issue #4: Comments Received From Property Owners in the X Zone Area

Staff has received objections to the proposed rezone from four property owners in the subject area, one of which is the owner of an existing vacation rental permitted in December 2017. The issues raised include the following:

- One parcel should not be included in the rezone because it has access from a private road - High Grove Lane - that meets fire safety standards, and it has flat to moderate topography and minimal fire prone forest vegetation.
- The subject area contains large parcels that provide space and privacy among homes, decreasing the likelihood of neighbors experiencing nuisances from vacation rental users.
- Sufficient regulation exists to revoke vacation rental permits that are abused.
- Loss of property rights and value.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission take the following actions:

1. Hold a public hearing and take public testimony on addition of the X Combining Zone to the proposed rezone area;
2. Determine the area and parcels to be included in the X Combining Zone;
3. Adopt the attached Resolution recommending that the Board of Supervisors approve a rezone of the attached list of parcels.

Permit Sonoma GIS staff will be present at the hearing to revise the proposed X Combining Zone area as necessary per the Planning Commission's direction.

FINDINGS FOR RECOMMENDED ACTION

1. The proposed rezone is consistent with the Sonoma County General Plan.
2. The addition of the Vacation Rental Exclusion (X) Combining Zone is consistent with the Zoning Code and meets the applicable criteria based on the following facts. The particular circumstances in this case are:
 - a) The subject area has inadequate road access (about 7 miles of substandard private roads without pullouts) to support additional vacation rental uses. These physical deficiencies combined with increased traffic from vacation rental guests who would be unfamiliar with the road constraints could affect road safety.
 - b) The subject area is in a Moderate Fire Hazard Severity Zone and has moderate to steep topography, inadequate road access due to substandard private roads, and fire prone forest vegetation. Additional vacation rental uses may exacerbate the fire danger because of the volume of guests and their unfamiliarity with fire risks.
3. The proposed rezone is exempt from CEQA pursuant to CEQA Guidelines, section 15061(b)(3), in that no physical changes or changes in use are proposed that could have an adverse effect on the environment because the proposal only limits certain uses of existing residential parcels with no new development or construction.

LIST OF ATTACHMENTS

Exhibit A: Draft Ordinance with Attachment A (APN List) and Attachment B (Maps)

Exhibit B: Public Correspondence

Exhibit C: Draft Resolution

Separate Attachment for Commissioners: N/A

ORDINANCE NO. ()

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING THE OFFICIAL ZONING DATABASE OF THE COUNTY OF SONOMA ADOPTED BY REFERENCE BY SECTION 26-02-110 OF THE SONOMA COUNTY CODE, BY RECLASSIFYING CERTAIN REAL PROPERTY BY ADDING THE X (VACATION RENTAL EXCLUSION) COMBINING DISTRICT ON 64 PARCELS TOTALLING 792.51 ACRES LOCATED AT 2028, 3353, 3350, 3434, 3444, 3454, 3475, 3535, 3577 AND 3600 VIGILANTE ROAD, GLEN ELLEN; 51, 55, 77 AND 100 OSO TRAIL, GLEN ELLEN; 1000, 1200, 1400, 1407, 1500, 1700, 1741, 1750, 1877, 1900, 2000, 2010, 2100, 2205, 2207, 2500 AND 2600 MORNINGSIDE MOUNTAIN DRIVE, GLEN ELLEN; 1255, 1304/06, 1311, 1321, 1350, 1390, 1395, 1400, 1403, 1470, 1496/1500, 1550, AND 1650 HEAVEN HILL ROAD, GLEN ELLEN; 2244/46, 2299/2397, 23333, 2337, 2343, 2345, 2355/2357, 2369, 2375/95, 2391, 2399, 2403, 2411/13, 2417, AND 2425 SOBRE VISTA ROAD, GLEN ELLEN; 3050 HIGH GROVE LANE, GLEN ELLEN; AND 0 SPRINGFIELD ROAD, GLEN ELLEN; APNS: 054-100-003 AND -012, 054-110-011, -016, -025, -031, -038, -039, -042, -044, -045, -046, -047, -048 AND -049; 054-110-021, -022, -023, AND -028; 054-120-016, -017, -018, -025, -027, -028, -029, -030, -035, -036, -038, -039, -040, -041, -042, AND -043; 054-400-017; 133-070-006, -013, -014, -017, -025, -027, -028, -030, -031, -034, -035, -043, -044, -047, -051, -057, -058, -059, -060, -061, -062, -064, -065, AND -066; AND 133-010-021, -022, AND -063.

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

SECTION I: The Official Zoning Database (OZD) of the County, adopted by reference by Section 26-02-110 of the Sonoma County Code, is amended by reclassifying the following real property from the existing zoning designations to the zoning designations set forth in Exhibit "A" attached hereto and incorporated herein by this reference. File No. ZCE17-0008. The Director of the Permit and Resource Management Department is directed to reflect this amendment to the OZD of the County as shown on Sectional District Map No.

SECTION II: The Board of Supervisors makes the following findings about the Proposed Project:

1. The proposed rezone is consistent with the Sonoma County General Plan.
2. The addition of the Vacation Rental Exclusion (X) Combining Zone is consistent with

the Zoning Code and meets the applicable criteria based on the following facts. The particular circumstances in this case are:

- a) The subject area has inadequate road access (about 7 miles of substandard private roads without pullouts) to support additional vacation rental uses.
- b) There is a significant fire hazard in the subject area - it is in a Moderate Fire Hazard Severity Zone and has moderate to steep topography, inadequate road access due to substandard private roads, and fire prone forest vegetation. Additional vacation rental uses may exacerbate the fire danger.

SECTION III: The Proposed Project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the State CEQA guidelines.

SECTION IV: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION V: This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in the *Press Democrat*, a newspaper of general circulation, published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma, introduced on the X day of X, 2018, and finally passed and adopted this X day of X, 2018, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin: ___ Rabbitt: ___ Gore: ___ Hopkins: ___ Zane: ___

Ayes: _____ Noes: _____ Absent: _____ Abstain: _____

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and

SO ORDERED.

Chair, Board of Supervisors
County of Sonoma

ATTEST:

Sheryl Bratton,
Clerk of the Board of Supervisors

Vacation Rental Exclusion (X) Combining Zone Parcel Consideration

Parcel No.	Current Zoning	Potential Zoning	Situs Address
054-100-003	DA B6 10, LG/MTN RC50/50 SR	DA B6 10, LG/MTN RC50/50 SR X	3275 & 3277 Vigilante Rd
054-100-012	DA B6 40, RRD B7, LG/MTN RC50/50 SR	DA B6 40, RRD B7, LG/MTN RC50/50 SR X	None
054-110-009	RR B6 10, RC50/50 SR	RR B6 10, RC50/50 SR X	None
054-110-011	DA B6 10, LG/MTN RC50/50 SR	DA B6 10, LG/MTN RC50/50 SR X	3577 Vigilante Rd
054-110-016	DA B6 10, LG/MTN RC50/50 SR	DA B6 10, LG/MTN RC50/50 SR X	3585 Vigilante Rd
054-110-021	RR B6 10, SR	RR B6 10, SR X	None
054-110-022	RR B6 10, RC50/50 SR	RR B6 10, RC50/50 SR X	1400 Heaven Hill Rd
054-110-023	RR B6 10, RC50/50 SR	RR B6 10, RC50/50 SR X	1403 Heaven Hill Rd
054-110-025	RR B6 10, SR	RR B6 10, SR X	2100 Morningside Mountain Dr
054-110-028	RR B6 10, RC50/50 SR	RR B6 10, RC50/50 SR X	None
054-110-031	DA B6 20, LG/MTN SR	DA B6 20, LG/MTN SR X	2600 Morningside Mountain Dr
054-110-038	DA B6 10, SR	DA B6 10, SR X	2207 Morningside Mountain Dr
054-110-039	DA B6 10, RC50/50 SR	DA B6 10, RC50/50 SR X	51 & 55 Oso Trl
054-110-042	LIA B6 50 Z, LG/MTN RC50/50 SR	LIA B6 50 Z, LG/MTN RC50/50 SR X	2500 Morningside Mountain Dr & 3535 Vigilante Rd
054-110-044	DA B6 10, RC50/50 SR	DA B6 10, RC50/50 SR X	3454 Vigilante Rd
054-110-045	DA B6 10, RC50/50 SR	DA B6 10, RC50/50 SR X	100 Oso Trl
054-110-046	DA B6 10, RC50/50 SR	DA B6 10, RC50/50 SR X	77 Oso Trl
054-110-047	DA B6 10, LG/MTN RC50/50 SR	DA B6 10, LG/MTN RC50/50 SR X	3380 & 3388 Vigilante Rd
054-110-048	DA B6 10, RC50/50 SR	DA B6 10, RC50/50 SR X	3444 Vigilante Rd



Parcel No.	Current Zoning	Potential Zoning	Situs Address
054-110-049	DA B6 10, LG/MTN RC50/50 SR	DA B6 10, LG/MTN RC50/50 SR X	3350 & 3353 Vigilante Rd
054-110-050	DA B6 10, LG/MTN RC50/50 SR	DA B6 10, LG/MTN RC50/50 SR X	3475 Vigilante Rd
054-120-016	RR B6 10, RC50/50 SR	RR B6 10, RC50/50 SR X	1500 Morningside Mountain Dr
054-120-017	RR B6 10, SR	RR B6 10, SR X	1400 Morningside Mountain Dr
054-120-018	RR B6 10, SR	RR B6 10, SR X	2010 Morningside Mountain Dr
054-120-025	RR B6 10, RC50/50 SR	RR B6 10, RC50/50 SR X	1700 Morningside Mountain Dr
054-120-027	RR B6 10, SR	RR B6 10, SR X	2000 Morningside Mountain Dr
054-120-028	RR B6 10, SR	RR B6 10, SR X	1900 Morningside Mountain Dr
054-120-029	RR B6 10, RC50/50 SR	RR B6 10, RC50/50 SR X	1750 Morningside Mountain Dr
054-120-030	RR B6 10, SR	RR B6 10, SR X	1877 Morningside Mountain Dr
054-120-035	RR B6 10, SR	RR B6 10, SR X	1407 Morningside Mountain Dr
054-120-036	RR B6 10, SR	RR B6 10, SR X	None
054-120-038	RR B6 10, RC50/50 SR VOH	RR B6 10, RC50/50 SR VOH X	1200 Morningside Mountain Dr
054-120-039	RR B7, SR	RR B7, SR X	1623 Morningside Mountain Dr
054-120-040	RR B7, SR	RR B7, SR X	None
054-120-041	RR B7, RC50/50 SR	RR B7, RC50/50 SR X	None
054-120-042	RR B7, RC50/50 SR	RR B7, RC50/50 SR X	1741 Morningside Mountain Dr
054-120-043	RR B7, RC50/50 SR	RR B7, RC50/50 SR X	1395 Heaven Hill Rd
054-400-017	RR B6 10, SR	RR B6 10, SR X	1000 Morningside Mountain Dr
133-010-021	DA B6 20, LG/MTN RC50/50 SR	DA B6 20, LG/MTN RC50/50 SR X	2244 Sobre Vista Rd
133-010-022	DA B6 20, LG/MTN SR	DA B6 20, LG/MTN SR X	None
133-010-047	RRD B6 40, LG/MTN SR	RRD B6 40, LG/MTN SR X	2403 Sobre Vista Rd

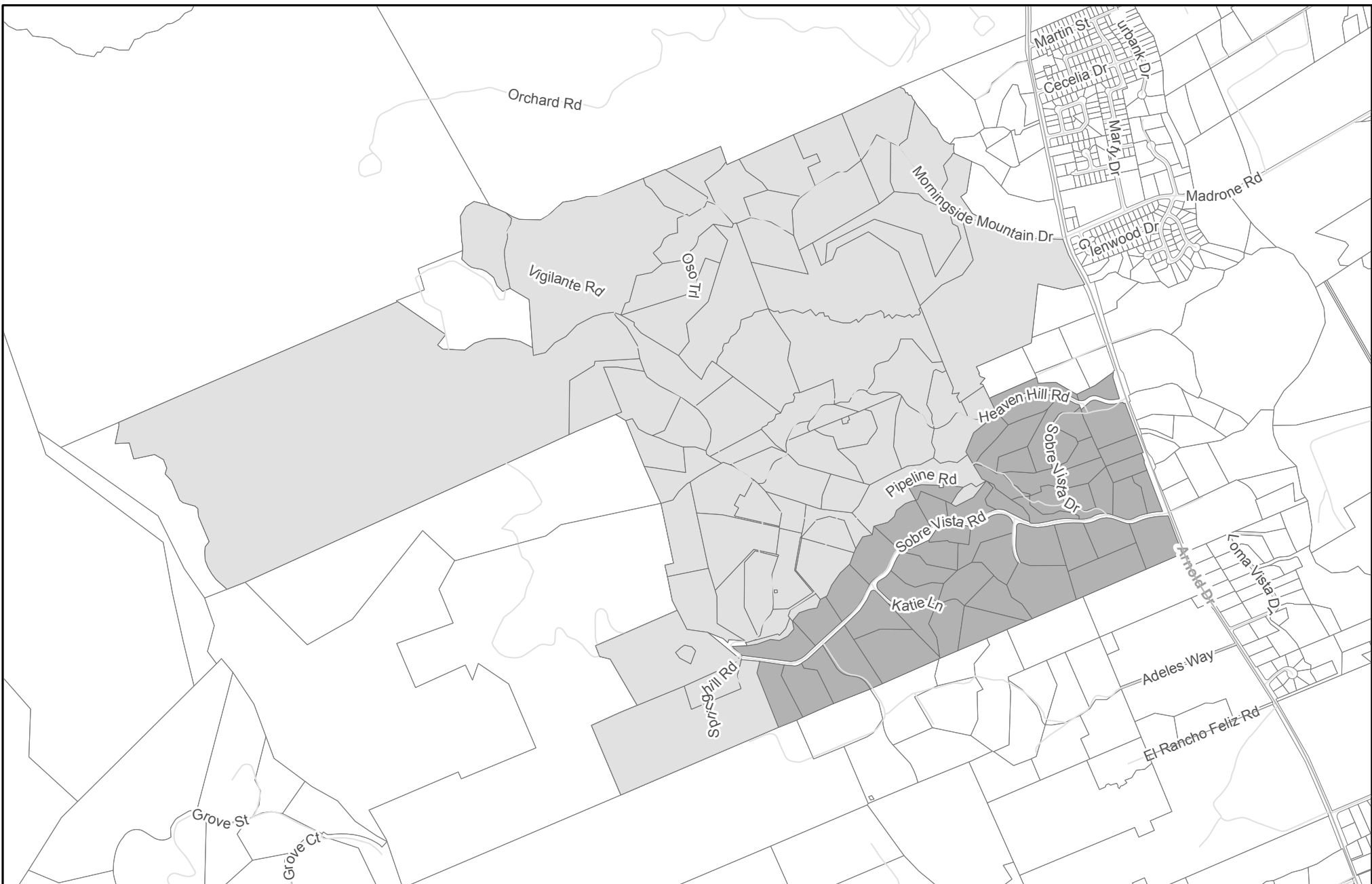


Parcel No.	Current Zoning	Potential Zoning	Situs Address
133-010-063	RRD B6 40, LG/MTN SR	RRD B6 40, LG/MTN SR X	None
133-070-006	RR B6 10, RC50/50 SR	RR B6 10, RC50/50 SR X	1470 & 1740 Heaven Hill Rd
133-070-013	RR B6 10, SR	RR B6 10, SR X	1255 Heaven Hill Rd
133-070-014	DA B6 10, SR	DA B6 10, SR X	2355 Sobre Vista Rd
133-070-015	RR B6 4, SR	RR B6 4, SR X	1505 Sobre Vista Rd
133-070-017	RR B6 10, RC50/50 SR	RR B6 10, RC50/50 SR X	1855 Heaven Hill Rd
133-070-025	DA B6 10, LG/MTN SR	DA B6 10, LG/MTN SR X	2403 Sobre Vista Rd
133-070-026	RR B6 10, SR	RR B6 10, SR X	None
133-070-027	RR B6 10, SR	RR B6 10, SR X	1390 Heaven Hill Rd
133-070-028	RR B6 10, SR	RR B6 10, SR X	1400 Heaven Hill Rd
133-070-030	DA B6 10, SR	DA B6 10, SR X	2399 Sobre Vista Rd
133-070-031	DA B6 10, SR	DA B6 10, SR X	2369 Sobre Vista Rd
133-070-034	DA B6 10, SR	DA B6 10, SR X	None
133-070-035	DA B6 10, SR	DA B6 10, SR X	None
133-070-036	DA B6 10, SR	DA B6 10, SR X	None
133-070-043	RR B6 10, SR	RR B6 10, SR X	2343 Sobre Vista Rd
133-070-044	RR B6 10, SR	RR B6 10, SR X	2345 Sobre Vista Rd
133-070-047	DA B6 10, LG/MTN SR	DA B6 10, LG/MTN SR X	2425 Sobre Vista Rd
133-070-050	RR B6 10, SR	RR B6 10, SR X	1400 Sobre Vista Rd
133-070-051	DA B6 10, LG/MTN SR	DA B6 10, LG/MTN SR X	2395 Sobre Vista Rd
133-070-057	DA B6 10, LG/MTN RC50/50 SR	DA B6 10, LG/MTN RC50/50 SR X	None
133-070-058	DA B6 10, RC50/50 SR	DA B6 10, RC50/50 SR X	2411 & 2413 Sobre Vista Rd



Parcel No.	Current Zoning	Potential Zoning	Situs Address
133-070-059	RR B6 10, SR	RR B6 10, SR X	1309 Heaven Hill Rd
133-070-060	RR B6 10, RC50/50 SR	RR B6 10, RC50/50 SR X	1319 Heaven Hill Rd
133-070-061	RR B6 10, SR	RR B6 10, SR X	1304 & 1306 Heaven Hill Rd
133-070-062	RR B6 10, SR	RR B6 10, SR X	1350 Heaven Hill Rd
133-070-064	DA B6 10, SR	DA B6 10, SR X	2397 Sobre Vista Rd
133-070-065	DA B6 10, LG/MTN SR	DA B6 10, LG/MTN SR X	2391 Sobre Vista Rd
133-070-066	RR B6 10, SR	RR B6 10, SR X	1496 & 1500 Heaven Hill Rd
133-070-067	RR B6 10, SR	RR B6 10, SR X	None





*X Vacation Rental
Exclusion Combining District
Glen Ellen, ZCE17-0008*




County of Sonoma


Permit and Resource Management Department

2550 Ventura Avenue, Santa Rosa
California 95403



Base Map Data

-  Glen Ellen Proposed X Addition
-  Sobre Vista X Vacation Rental Exclusion Combining District
-  Parcel

 Main Arterial Street

 Street



Map is a representation of zoning as contained in the Sonoma County Official Zoning Database and progressive amendments hereto as of June 20, 2017.



From: [Bill](#)
To: lisa.posternak@sonoma.county.org
Cc: [Lisa Posternak](#); "[Bill Brinton](#)"
Subject: FW: ZCE17-0008
Date: Sunday, January 21, 2018 4:40:41 PM

I keep getting bounces, have you received this?

Bill

Submitted by Bill and Gerry Brinton, as a preface to a meeting to discuss the Memo herein. Opposition to Zone Change to add a Vacation Rental(VR) Exclusion(X) Combining Zone, File ZCE17-0008, Hearing Dated February 1, 2018, 1:10PM

Wrong For Sonoma County Now...

The Proposed Permanent Vacation Rental Exclusionary Zone Is Bad for Sonoma...

Our Philosophy: Do not make changes in a fragile post fire infrastructure when our future is confusing and very uncertain. Does this guide your thinking? I hope so. VR had nothing to do with the fire. Fix the Post Fire Issues, and Focus.

Gerry and Bill Brinton, residents of Morningside Mountain Drive and holders of a Vacation Rental Permit, strongly believe the proposed VR Exclusion Zone is very bad for Sonoma County at this time and will cause economic and long term harm to the County. (See Footnote A. for some biographical info on Bill and Gerry Brinton)

General comments regarding the Vacation Rental Exclusionary Zone Policy:

1. The Policy the Supervisors established of allowing VR, now allows a wholesale permanent change in the zoning of everyone's property based on standards so vague(eg "Fire prone" means anywhere in California) changing the zoning because of a filing initiated by a few, in the absence of gross abuse of the current permits, does not seem to be a democratic action or fair. Guilt before a trial? Isn't it better to say: Innocent till proven guilty? Is this the messaging you want to our best customers: the tourists?
2. Why institute a perpetual and permanent change in zoning for all *in anticipation of abuse* of the Vacation Rental system? We found no record of reported, verifiable infractions in our area of 768 acres.
3. There are sufficient regulations in place to revoke any VR permits that are abused. The County must do it's job.
4. Vacation Rentals help the economy in Sonoma. (See Footnote B for some market currents of move-out post disaster) The county relies on tourism for much of its revenue and jobs. Limiting the supply of VR for visitors perpetuates the idea that this is a disaster area with a message to 'stay away' fostering negative economic impact on the workers, families and businesses of the county.
 - a. A friend in businesses driven by tourism has reported a loss of \$1,000,000 in future bookings due to perceptions regarding damage to the wine country already. Without the capability of providing some limited housing opportunities for visitors through the vacation rental system, the economy of the County will suffer.

5. As the price of real estate increases, taxes paid to Sonoma also increase. Some buyers, are only able pay more when they can derive a small bit of extra income. So, they buy and want to occasionally rent.
6. Property values decline after disasters and thus does County cash flow from real estate property taxes declines and will not be robust.
7. When purchasing a property, many avoid those properties that come under CC&R regulations. This policy imposes CC&R type restrictions after the fact on those who do not want them.
8. Shutting off all rentals in an area says: Do not come here. It is more prudent to wait and see how this plays out with potential Tourists, our lifeblood.

Specific Comments regarding this Proposed Exclusionary Zone:

1. We understand, in dense population areas, where setbacks are measured in 10-20' increments or smaller, VR can be an issue. But, the neighborhoods included in the 768 acres in this proposed exclusionary zone are composed of large parcels (average size is 12 acres), providing privacy and space between and among the homes. There is typically little or no meaningful impact on the residents of one parcel by the visitors to a neighboring parcel.
2. The high value of these parcels means that the pricing of any vacation rental properties will limit the population to those that likely will respect the property and the values of the neighborhood. The owners will be selective in renting to maintain the value of their property.
3. The applicants site Fire Probability as the reason for an exclusionary zone. All of Sonoma is a potential fire area and there is no demonstrated causal connection between Vacation Rentals and wildfire.
4. This same anti-VR group, once again led by Barry Swain with the same tired arguments that failed earlier, that filed for this exclusionary zone, lost 5-0 at the Board of Zoning Adjustment (BZA) when they appealed an approved Vacation Rental to the BZA in May, 2017. In fact, at that hearing, the Planning Staff recommended acceptance of VRs and the BZA saw no reason to overrule the granting of VR status to the Tabibian family, who by the way, have been a poster family for how this should work and just happen to live across the street from applicant.

So, WHAT TO DO? Conclusions:

1. WE ARE NOT OUT OF THE WOODS IN RECOVERY FROM THE EFFECTS OF THE FIRES.
TAKE A MORE MEASURED, THOUGHTFUL APPROACH WITH A 5 YEAR BREATHER IN GRANTING EXCLUSIONARY ZONES IN THE ABSENCE OF ABUSE. AND GET THE DARN COUNTY BACK ON ITS FEET WITH STABILITY, SUSTAINABILITY, AND BETTER SMALL BUSINESS STRENGTH AFTER ONE ITS MOST DISASTORUS TIMES IN ITS HISTORY.
2. ENFORCE THE VERY ADEQUATE LAWS YOU HAVE PUT ON THE BOOKS WITH REVOCATION FOR POOR PERFORMANCE BY ANY VACATION RENTAL OPERATOR.
3. AND IF YOU MUST PROCEED WITH CREATING EXCLUSION TO VACATION RENTALS, LET THOSE THAT WANT TO KEEP THEIR PROPERTY FREE OF RESTRICTIONS DO SO.
4. AND LET THOSE THAT WANT AN EXCLUSION RESTRICTION PUT A RESTRICTION ON THEIR OWN PROPERTIES.

Footnotes:

- A. Gerry and I have substantial experience in assisting communities in need and remain available to assist Sonoma in the future. We realize messaging to the public and policies are extremely important.

The examples of where we have been actively involved locally and nationally are numerous, too long to list here, where we have taken active roles with management, advice AND funds.

One or two with which you might not be familiar: Gerry is past Chairman of Sutter Health on the Operating Board(Non-Foundation) and

served on various subsidiary boards of Sutter for 30 years.

Post Katrina, Post BP oil spill, New Orleans where in 2010, with Tulane University Medical School and the Ruth Chris Steakhouse Foundation as our Partners, Gerry and I established a Federally Chartered Health Clinic, that created jobs for pre-medical nurse practitioners from Delgado Community college and other areas, and excellent medical services where there was none, in the Treme area on Broad Street. Later, Whole Foods joined us in this community and other businesses as well that is well on it's way to recovery.

It now serves several thousand patients per month and was one of the first institutions to return to this devastated area after the disasters. Medical infrastructure was a disaster post Katrina and BP, Mercy Hospital, a 500 bed facility, was shuttered, population reduced as people moved on(Happening here in Sonoma and we notice similarities developing here already) so we saw the need and filled it with excellent partners, ideas and funds. Access Health of Louisiana now runs this clinic and has been extremely helpful to residents. This clinic opened in June, 2012.

B. Yesterdays Headline, page 1, *Press Democrat*: FEMA HOUSING DEMAND LOW said Supervisor Shirley Zane on this subject: referring to the lack of demand for FEMA housing (My comments in paren) “ Which means people either are finding housing(Good), staying with friends(short term only. you know the adage about ‘overstaying a welcome!) OR they are moving out of the area”. The move out, who no one wants to acknowledge, is happening, will only accelerate as people will leave. It is one of those immutable laws of post disaster areas: people leave. And this will put pressure on many fronts. We saw it directly happen in New Orleans, for example, New Jersey, Florida, etc.

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From: [Katie Olding](#)
To: [Lisa Posternak](#)
Subject: FW: Certification Invoice
Date: Friday, January 19, 2018 10:29:01 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

From: Ann Wray [mailto:wrays2010@yahoo.com]
Sent: Friday, January 19, 2018 10:21 AM
To: Katie Olding <Katie.Olding@sonoma-county.org>
Subject: RE: Certification Invoice

Hi, Katie,
Yes, I understand. We will not be doing rentals in the future again.
Ann

[Sent from Yahoo Mail on Android](#)

On Fri, Jan 19, 2018 at 10:18 AM, Katie Olding
<Katie.Olding@sonoma-county.org> wrote:

Hello Ann,

Are you planning to no longer rent short term at all, or just for 2018? If we expire your permit, you would have to reapply for a permit all over again in order to operate again. I believe that there is a zone change application in the process for your area to no longer allow vacation rental use. Therefore, if the zone change is approved and we expire your permit, you would not be allowed to apply again in the future.

Best,

Katie Olding

Planner I

www.PermitSonoma.org

County of Sonoma

Planning Division | Comprehensive Planning

2550 Ventura Avenue, Santa Rosa, CA 95403

Direct: 707-565-1391 | Office: 707-565-1900

Fax: 707-565-1103



***OFFICE HOURS:** Permit Sonoma's public lobby is open Monday through Friday from 8:00 AM to 4:00 PM, except Wednesdays, open from 10:30 AM to 4:00 PM.*

From: Ann Wray [<mailto:wrays2010@yahoo.com>]
Sent: Thursday, January 18, 2018 1:04 PM
To: PRMD-VacationRentals <PRMD-VacationRentals@sonoma-county.org>
Subject: Re: Certification Invoice

Hi, Katie,

As our situation has changed, we will not be operating a vacation rental in 2018. Do I need to send back our permit? Is there some form to use? We will not be paying the certification fee or the info update fee. Please advise as to how to proceed. Thank you.

Ann Wray

From: PRMD-VacationRentals <PRMD-VacationRentals@sonoma-county.org>
To: "wrays2010@yahoo.com" <wrays2010@yahoo.com>
Sent: Thursday, January 18, 2018 10:02 AM
Subject: Certification Invoice

Hello Ann,

I also noticed that the phone number currently listed on permit ZPE11-0604 is 707-971-

9275. To avoid violation of the Vacation Rental Ordinance Performance Standards, the 24-hour contact phone number must be accurately listed on the vacation rental permit. The owner must ensure the 24-hour contact phone number listed on the vacation rental permit is up-to-date by following the instructions listed on the “Update Property Manager or 24-hour Contact on Permit” section of our website:

<http://sonomacounty.ca.gov/PRMD/Regulations/Vacation-and-Hosted-Rentals/Property-Manager-Notification/>

Permit Sonoma charges a Vacation Rental Noticing fee of \$85.00 to process your information update. Please allow two weeks for processing; an invoice with payment instructions will be sent to the owner email address provided and you will have 30 days to submit payment once the invoice is received.-

To be clear, the Property Manager Certification costs \$65. If the permit requires an update, it will cost the owner an additional \$85 to process that change. Once the County receives payment for the update, the County will notify the neighbors to provide them with the current 24-hour contact information.

Let me know if you have any questions.

Katie Olding

Planner I

www.PermitSonoma.org

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Fax: 707-565-1103



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From: Katie Olding **On Behalf Of** PRMD-VacationRentals
Sent: Thursday, January 18, 2018 10:00 AM
To: 'wrays2010@yahoo.com' <wrays2010@yahoo.com>
Subject: Certification Invoice

Hello Ann,

Congratulations! You have passed the Sonoma County Property Manager Certification Course! We appreciate that you've taken the time and trouble to learn about the County's vacation rental rules and property manager responsibilities. Vacation Rentals managed by knowledgeable individuals and professionals have fewer complaints and make better neighbors.

An invoice for the course fee is attached to this email. Please remit payment within 30 days. Once payment is received, you will be officially registered as a Certified Property Manager!

Note: Cash and credit card payments are only accepted in person.

When paying by check, please make payable to "PRMD" and include "PMR18-0115" in the memo line.

Please mail the payment to the following address:

ATTN: Vacation Rentals
Permit Sonoma
2550 Ventura Avenue
Santa Rosa, CA 95403

Best,

Katie Olding

Planner I

www.PermitSonoma.org

County of Sonoma

Planning Division | Comprehensive Planning

2550 Ventura Avenue, Santa Rosa, CA 95403

Direct: 707-565-1391 | Office: 707-565-1900

Fax: 707-565-1103



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From: [Hal Arbit](#)
To: [Lisa Posternak](#)
Cc: [Hal Arbit](#)
Subject: vacation exclusion zone protest e-mail 1
Date: Thursday, January 18, 2018 3:07:52 PM
Attachments: [2018_01_18_14_59_38.pdf](#)

Lisa,

Attached is a parcel map and 9 photos that correspond to 9 points on the parcel map. The 9 photos will be sent in additional e-mails labeled e-mail 2 and e-mail 3.

Please e-mail me or call (996 4423) if you want to discuss or if you have suggestions.

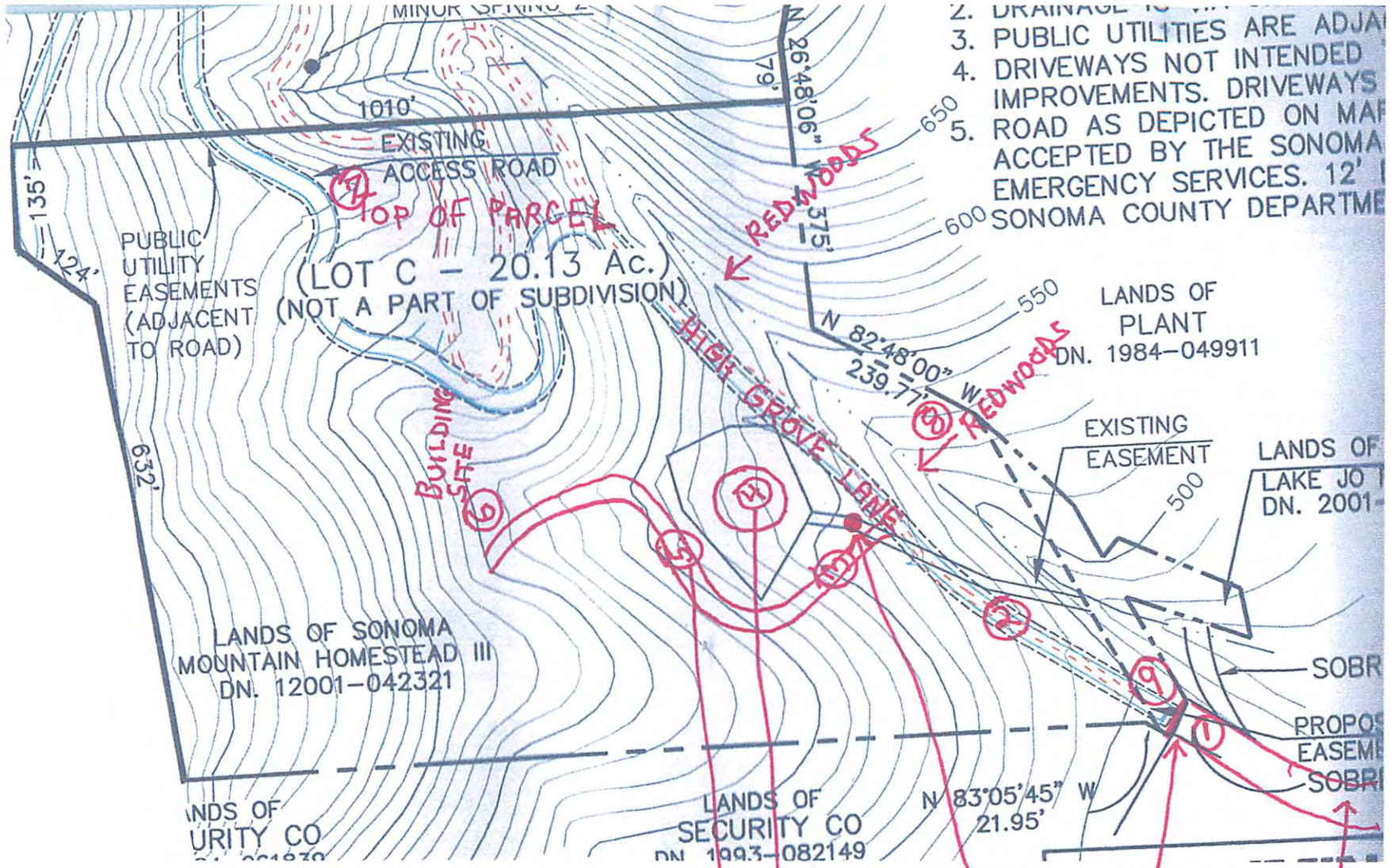
Hal Arbit

The points that I would like to make are:

1. Sobre Vista Road (a public road) dead ends at my gate where the private road (High Grove Lane) to access the parcel (133-010-063) begins. The private road meets all fire safe standards, is paved, and is 22 feet wide. All fire equipment can access the parcel and have ample room to turn around.
2. There is a fire hydrant on this parcel as well as access to an 80,000 gallon water storage tank.
3. Much of the parcel has minimum vegetation. The topography is flat to 20 degree sloping.
4. I live on an adjacent parcel so this is not a case of an absentee landlord. I go past this parcel every time I leave or enter my property/residence.
5. I have workers on this and the adjacent 3 parcels 7 days a week.
6. No smoking or outdoor grills are allowed on the property.

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2. DRAINAGE TO ...
3. PUBLIC UTILITIES ARE ADJACENT
4. DRIVEWAYS NOT INTENDED
5. IMPROVEMENTS. DRIVEWAYS TO BE
6. ROAD AS DEPICTED ON MAP
7. ACCEPTED BY THE SONOMA COUNTY DEPARTMENT OF
8. EMERGENCY SERVICES. 12' WIDE
9. SONOMA COUNTY DEPARTMENT OF

DRIVE-WAY TO BUILDING SITE
 WATER HYDRANT
 GATE TO PROPERTY
 SOBRE VISTA ROAD
 80,000 GALLON WATER STORAGE TANK

From: [Hal Arbit](#)
To: [Lisa Posternak](#)
Cc: [Hal Arbit](#)
Subject: e-mail 2 photos 1-4
Date: Thursday, January 18, 2018 3:11:14 PM

Yellow hydrant is in photo 3 in the bottom left

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From: [Hal Arbit](#)
To: [Lisa Posternak](#)
Cc: [Hal Arbit](#)
Subject: e-mail 3
Date: Thursday, January 18, 2018 3:13:39 PM

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From: [Tom Grasshoff](#)
To: [Lisa Posternak](#)
Subject: ZCE17-0008
Date: Tuesday, January 23, 2018 12:44:09 PM

Lisa Posternak

I would like to once again make my support for the proposed exclusionary zone known.

Since my previous letter which is attached the concern has been made reality. That concern of course is FIRE!! The area qualifies for the X-zoning by meeting two of the criteria listed under Sec 26-79-005.-Purpose, namely (a) and (d).

Previous letter to Gary Helfrich, dated 7/18/17:

Gary Helfrich,

As a resident of this area for over 40 years at 3577 Vigilante Road I would like to register my support for creating this Exclusion Zone. I think it is a matter of safety and preservation in this relatively inaccessible, fire prone, forested area.

I am sorry that the rules governing short term rentals do not require neighbor notification before granting such a use permit. The environmental and zoning implications of such a change should not be taken as a routine matter.

I believe short term visitors will not show the due diligence required. The high cost of rent and the large occupancy load permitted encourages partying and reckless behavior. We have all heard the horror stories.

Please come and look for yourself if you haven't already.

Thank you,

Tom Grasshoff

Thanks again,
Tom

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From: [Susan Costello](#)
To: [Jennifer Gray](#); [Susan Gorin](#)
Cc: [Jennifer Barrett](#); [Lisa Posternak](#); [Victor.Reus@ucsf.edu](#); [barryswain@vom.com](#); [Steve sherer](#); "[Don Van Staaveren](#)"; [bob@shastevineyard.com](#); [swainzy@vom.com](#)
Subject: File ZCE17-0008
Date: Wednesday, September 06, 2017 12:21:47 AM
Attachments: [image001.png](#)

Susan and Jennifer,

The latest update is, I met privately with Bill and Gerrie Brinton last Saturday for the purpose of trying to build a bridge and try to find a solution to the constant hostility they've perpetrated on our mountain which has caused tremendous animosity and conflict, as well as suspicion.

In that meeting it became clear through our discussion that the Brinton's remain against the application for the Exclusion Overlay Zone, while the majority of homeowner's here support the Exclusion Overlay Zone for all of the reasons we've detailed in the past: incongruous and incompatible with the character of the neighborhood, private one lane road with hairpin turns that cannot handle increased usage, fire risk, noise, security, etc. We agreed to disagree at the end of the meeting, but I want to express some thoughts I have post meeting with the Brinton's and with Susan Gorin:

1. While the Brinton's have plenty of weight to throw around Sonoma County, money and influence, up here on our mountain they cannot and should not have any greater voice than ONE household. Just like the areas around us who received an Exclusion Overlay Zone, all voices were heard equally, and the decision was based on impact to the character of the neighborhood, ingress/egress resulting from road issues, and more. The Brinton's donate plenty of money to Sonoma County, which we applaud, and the bulk of us don't have their influence or assets, but we must all be treated equally and the majority of us stand together for the Exclusion Overlay Zone, as demonstrated by the Application. We have substantiated our Application with relevant concerns....concerns that are universal to areas like Sobre Vista and all of the other areas that freely received the EOZ. Those do not get to be over-ridden by one family with deep pockets and a loud voice.
2. The Brinton's have a biased viewpoint motivated by their own for-profit project at the top of the mountain. They expressed quite clearly that they want to expand the footprint of their Event Property (the former camp) with improvements to the site and additional number of days that events are held. They are also stating that they want to pay to remove part of the tree canopy all along our road, which they have no jurisdiction over, as well as filling in gullies alongside Morningside Mountain with large boulders which again, they have no right to do. All of this would be done to benefit them in expanding their Event rental business on their property. While these growth plans were expressed to me, they have also sent emails to other homeowners on the mountain completely denying that they have had any events at their property.
3. The majority of homeowner's are disgruntled by the Vacation Rental, as well as Events held on the mountain. The vacation rental adds 10+ cars on an already dangerous road. The Events at the Brinton's inflicts extreme traffic over a course of 3-4 days (catering supplies, event planning trucks bringing supplies in, then the Event with all of the traffic that brings, and then

removal of the accessories). Our road cannot handle all of this and it puts tremendous strain on those of us who want to leave or come home, as we cannot use the road. This is wholly unacceptable considering the texture of our area. We have a private and gated road. The gate was put there many years ago due to the number of transients coming up the mountain, loitering, smoking, drinking and theft incidents. The noise emanating from the event site is excessive. And the concerns that drivers coming from an event like this could be inebriated and not able to navigate our 90 degree turns, putting the rest of us at risk, is unacceptable.

In closing, the power that the Brinton's have in our County has absolutely nothing to do with the matter at hand on Morningside Mountain. The homeowner's here are not interested in making some sort of exception for the Brinton's, in part because of the lack of trust but also because it sets a precedent and is unequal. While we have homeowners on the Mountain who give large sums to the Land Trust, CASA, and a variety of other causes, philanthropies have no place in the matter of the exclusion overlay zone. We all want assurance that a judgement will not be made based on whether one donates to the hospital, the Green Center, CASA, or the Southern Poverty Law Center. Nor will it be based on who has leverage over PRMD because of personal connections, which we've already witnessed at the Appeal hearing. The majority of people here have made their desires very clear. And those desires happen to dovetail with the very issues that you apparently espouse: sufficient quantity of housing, cohesive communities, safe roads, defensible space in high fire zones, neighborhood character, and preserving the beauty of our fragile area and its rich history.

Please confirm that you've received this email. And also please advise how we can accelerate the date of our Hearing.

Thank you and again, thank you kindly for meeting with us last Thursday. We thoroughly appreciate your support of our cause and your keen understanding of the issues.

With gratitude, Susan

Susan Costello...the key to home.

Senior Mortgage Loan Consultant

EverBank

One Embarcadero Center, Suite 2440

San Francisco, CA 94111

o: 415.419.1230

f: 415.296.6463

susan.costello@everbank.com

NMLS ID: 293132



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To: [Gary Helfrich](#); [Jennifer Gray](#)
Cc: [Susan Skinner](#); ["Bob Duste"](#); [An Steve Sherer](#); ["Barry Swain"](#); [D Swain](#); ["Reus, Victor"](#); [Mark Davidow](#)
Subject: interesting event on Morningside Mountain Road - file number ZCE17-0008
Date: Tuesday, July 11, 2017 9:49:11 PM
Attachments: [image001.png](#)

Just for your general information, I was returning from ParkPoint Health Club this evening at 8:23 pm and when I turned onto Morningside Mountain a fire truck with lights blazing was at the gate/key pad trying to figure out how to get in. I went up to the firemen and asked them what was going on. They said someone had called in that there was a trail of white smoke coming from somewhere on the mountain, but the firemen didn't know how to get through the gate to go investigate. I asked them "wouldn't you just mow the gate down with your truck if there is a fire?" They responded "no...we have a call into the Battalion Chief and wait for him to instruct us once he finds out what the gate code is."

Again I asked "so if there is a fire up on the mountain or other emergency, you wouldn't just break the gate down with your truck?" They said "no, we can't do that." They asked me for the gate code for their records in the future, which I promptly gave to them.

I drove up to my property and stood out on the street to wait for them to go up, investigate and come back down. When they came back down I asked them what they found? Thankfully there was no fire evident on the mountain, and in the meantime the Battalion Chief contacted them and told them that there is a key that works the security pad entry system to override the system and allow the fire department and police through the gate. The fireman also stated that "this road is not as bad as some they've been on but they were going very slowly and could not have travelled it quickly because of the condition and turns." The fireman who was driving also stated that a car was coming up as he and his partner were driving down and there was no way for that person to pull off the road....clearly this is a one-lane road with no way to pass. He went on to say that increased use from people unfamiliar with the fire risk in an area like ours (especially since a fire coming up through our area would go right up the mountain and on to Jack London Park and the town of Glen Ellen) could be a big problem since the topography of our area makes fighting a fire difficult both on the ground and in the air.

Thankfully there was no emergency but had there been, not knowing how to get through the gate and wasting precious time trying to figure it out could have been devastating. As you know, in a fire or other life/death emergency, minutes can mean survival or demise. When you permit increased usage of an area, especially by people who don't understand how to care for a fragile ecosystem like ours, the likelihood of a disaster increases, as evidenced by what just happened at Diamond A Ranch. The majority of us who live on the mountain do not want to see this happen to our area.

Please put this in your file.

Best, Susan Costello

Susan Costello...the key to home.
Senior Mortgage Loan Consultant

EverBank

One Embarcadero Center, Suite 2440

San Francisco, CA 94111

o: 415.419.1230

f: 415.296.6463

susan.costello@everbank.com

NMLS ID: 293132



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final 9/12/17

WILLIAM W. BRINTON
19201 HIGHWAY 12, NO. 402
SONOMA, CALIFORNIA 95476

Telephone: 707-996-6502

E-mail: bill@lasonrisafamily.com

September 11, 2017

CONFIDENTIAL

Ms. Lisa Posternak, Planner [VIA E-MAIL ONLY TO lisa.posternak@sonoma.county.org]
Sonoma County and County Legal Department

Re: **OPPOSITION TO APPLICATION TO EXTEND "X" ZONING
TO MORNINGSIDE MOUNTAIN DRIVE AREA**

Dear Ms. Posternak:

INTRODUCTION

I am a longtime resident of Morningside Mountain Drive. I, along with others residing within the subject area, am opposed to extending the "X" Zoning District to Morningside Mountain Drive. At the time of the hearing, I formally request time, in an amount equal to the Applicants, to present arguments for fairness.

This application is a rehash of the failed appeal of a permit approval for a vacation rental in the district, on which the Board voted unanimously (5-0) to deny the appeal. In this application, the same applicants are now seeking a zoning change but again have not established any facts to support their claims.

The following are the salient points of my opposition to the application to extend the County's "Vacation Rental Exclusion Combining District" to cover properties on Morningside Mountain Drive and Vigilante Road (herein the "Area"). The "X Vacation Rental Exclusion Combining District," section 26-79-005 is referred to herein as the "Ordinance."

FACTUAL BACKGROUND OF THE FAILED APPEAL

Previously, Staff recommended denial, and the Board of Zoning Adjustments denied the appeal of these same applicants, upholding the Vacation Rental Zoning Permit approval for 3380 Vigilante Road (File ZPE17-0008, Appellant Barry Swain and VR Permit Holder Ali Tabibian).

Mr. Swain and his supporters had falsely alleged the Vacation Rental Zoning Permit was issued in violation of laws and regulations and Section 26-88-120 of the Sonoma County Code (among other fabricated claims such as a violation of CEQA). Appellant

WILLIAM W. BRINTON

Ms. Lisa Posternak, Planner
Sonoma County
September 11, 2017

failed to present any evidence supporting these claims, and none of the Appellant's claims were established. After preparation of an extensive six-page report, the Staff recommended the appeal be denied. A public hearing was held on May 18, 2017, after which the Board *unanimously* denied the appeal in a vote of 5-0. Having lost the appeal, the same applicants predictably now seek to change the zoning.

In its Resolution denying the appeal, the Board made findings of fact that the permit was issued in accordance with Section 26-88-120 of the Sonoma County Code and that each of the stringent permitting requirements had been met. The Board also noted that the Applicant had been provided with the Performance Standards and that no violation of the Performance Standards had been raised or reported. And no complaints to County had been presented or investigated because there were none. In our country, it is usually innocent until proven guilty.

THE PERFORMANCE STANDARDS ARE SUFFICIENT

This contested application for "X", a down zoning of the neighborhood, is an attempt to circumvent the Performance Standards in the ordinance, under which the Area in question presents no criteria suggesting disqualification as a vacation rental zone. Applicants seek to add their own *subjective* criteria to the X zoning ordinance to advance their application, but they have presented no evidentiary facts in support of their beliefs.

Not satisfied with either the Staff's or the Board's findings denying the previous appeal of the permit, Mr. Swain and his supporters have now changed tactics to obtain an otherwise prohibited rehearing on issues they have already lost after the full hearing on May 18, 2017. Realizing that they could not prevail on a Writ of Mandate to the Superior Court (because the criteria in the ordinance had clearly been met and their appeal was clearly without merit), Mr. Swain's group has now shifted their focus to attack the properly issued permit by means of an application for a zoning change to the Board of Zoning Adjustments in the County's Permit and Resource Management Department. The applicants now seek to revisit their defeated appeal by including the 3380 Vigilante Road property in the Vacation Rental (X) Zone, along with all other properties in the Area, and thereby prevent vacation rentals in the entire Area.

Not willing to pay for the application themselves, unnamed persons amongst the applicants took funds from the road maintenance account of the residents of Morningside Mountain Drive and Vigilante Road, without authority, to fund the application. The miscreants were forced to repay the road maintenance funds.

As with his previous appeal, the application of Mr. Swain and his followers to rezone this Area should be denied.

WILLIAM W. BRINTON

Ms. Lisa Posternak, Planner
Sonoma County
September 11, 2017

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The application seeks to erode consistency in the current planning and zoning policies. The applicants have asked for exceptional treatment due to the imagined impact increased traffic might have on the cost of maintaining a private road. No evidence has been offered in support of this claim. In order to advance this claim, the applicants would have to prevail on Staff to do a traffic study, as applicants are unwilling to fund the traffic study themselves. Were such a study conducted, the results might well be informative, but not material to the application, as the ordinance does not give consideration to private roads any different from that for public roads.

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Applicants now re-raise the same issues which they raised without success in the permit appeal. None of these factors is a basis under which the zoning for the Area should be changed. Each is discussed below.

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Furthermore, the two private roadways servicing the Area meet the Sonoma County Fire Safety Ordinance; Article IV of the County Fire Code; and Article V of the Fire Safe Standards of Chapter 13 of the Sonoma County Code, Section-13-30. Thus, the roads meet County standards and are not a basis on which a zoning change should be made.

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Contrary to the applicants' protestations, as recently as August 27, 2017, events established the defensibility against fire of the Area and the suitability of the road for emergency vehicles. The applicants and their supporters have harped on these two issues, but on August 27, 2017, they proved themselves wrong.

On that date, one of the supporters of the application, who is asserting fire danger and an inadequate roadway as a basis for the "X" zoning change was illegally burning vegetation with a blowtorch on his property at 1741 Morningside Mountain Drive, and the illegal fire escaped his control and spread. While such conduct is truly inexplicable, the response of Sonoma Valley Fire District illustrates that the applicants' claims regarding fire danger and an inadequate roadway are grossly exaggerated if not patently false.

The fire agencies received the report of the wild fire at 12:19:34. Fire equipment arrived at the scene of the fire within five minutes at 12:24:29, apparently having no trouble with the fire equipment on the roadway which the applicants claim is inadequate. No less than six (6) fire units responded (an additional two were dispatched but canceled as unneeded while en route), with none of the units having any difficulty climbing up the road and immediately accessing the fire. The fire personnel dispatched brought the fire under control in less than 14 minutes at 12:37:52 and left.

The temperature at the time of the burn was 97 degrees Fahrenheit, and the humidity was at record lows. In spite of these very dangerous fire conditions, once fire equipment and personnel were on scene, the blaze was fully under control in just 14 minutes and less than 19 minutes from being dispatched.

Obviously, these events establish the adequacy of the road and the defensibility of the Area against wildfire. The existence of vacation rentals in the Area will neither increase nor diminish the fire danger of the area. The clear restrictions in the Performance Standards and the reporting system for violations indicate that the road and the fire danger is not a basis for rezoning.

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4. There Are No Increased Hazards. Applicants wrongly assert that the County has increased hazards in the Area. Applicants have it wrong. There is *no greater hazard* presented to the landowners or the public than was present prior to enactment of the unified X exclusion zoning ordinance, as there has not been any change in the Area's zoning; the zoning is exactly the same as it was, and the County has not increased hazards. If this argument would be made, all of California would be a X Zone as the rule is so broad as to be inaccurate or meaningful.

Contrary to applicants' claims, the Board has increased safety and quality of life considerations and reduced dangers and inconvenience by adopting more stringent permitting requirements for vacation rentals and by the establishment of strict Performance Standards (going back to March 2016). These two factors establish that the County has reduced hazards, not increased them.

The actual experience of the operating vacation rental establishes that all requirements for the operation of a vacation rental in the Area have been met. The application for a zoning change should be denied.

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7. The presence of vacation rentals is not detrimental to the residential character of the neighborhood under subsections (b) and (e) of the Ordinance. Unlike the heavily populated areas already included in the Exclusion District, this Area is a neighborhood with 10 acre average lot sizes and a very low density, with most residences on substantial acreage and most homes placed hundreds, if not thousands, of feet distant from each other and from the road. The residential character is not going to change if vacation rentals are not excluded from this Area, as vacation rentals in this location will simply have no effect on the character of the neighborhood.

8. Pertinent to subsection (a) of the Ordinance, the road is among the best maintained and safest private roads in the County. It presents no dangers to reasonable drivers. It is very lightly traveled, about a private residential vehicle every 10-20 minutes. Demonstration of this to follow. It has many turnouts and turnaround locations, about 70 on Morningside and 19 on Vigilante (see my U-Tube video and presentation in the recording of the May 18 event.) Any additional vehicles from potential vacation renters (assuming the traffic counts will be substantially the same, as capacity is static) will not present any safety issues, nor cause additional congestion, excess traffic, nor noise inconvenience to owners, whose homes are in most cases an appreciable distance from the roads. The adequacy of the road for emergency vehicles is well established by the fire of August 27, 2017. (See Section 2, above.)

9. Also under subsection (a) of the Ordinance, there will be no parking issues presented by vacation renters. Every property has either or both of the following: significant driveways and/or expansive garages and private parking areas on the parcel. The applicants complain there is no on-street parking; however, on such large lots, on-street parking is not necessary to accommodate vacation renters.

10. Under subsections (c) and (e) of the Ordinance, there will be little or no loss of residential housing stock from vacation rentals nor the loss of the residential character of the properties in the Area. Virtually all the homes are owner occupied and are of a significantly high value. Such residences are *not* likely to be converted to full-time vacation rentals but rather would most likely accommodate only temporary and/or partial vacation rentals. Thus, there is

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Respectfully submitted,


Bill and Gerry Brinton

CC Raymond Erlach, ESQ.

Lisa, some additional points I would like to make:

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From: [Cooper, Brett](#)
To: [Gary Helfrich](#)
Subject: File No. ZCE17-0008
Date: Monday, June 26, 2017 7:55:36 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

Mr. Helfrich,

We received your letter today confirming receipt of an application for a ZCE to add a vacation exclusion zone to 30 parcels along Morningside Mtn Drive in Glen Ellen.

I own the property at 2000 Morningside Mtn. Drive and want to inform you that we did not consent to be a part of and do not support the application for a ZCE for our parcel. Any indication in the application that we support this is a misrepresentation.

Please let me know the process for formally opposing this application.

Thank you,

Brett Cooper

2000 Morningside Mtn. Dr.
Glen Ellen, CA 95442

BRETT COOPER

Partner

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From: [Tabibian](#)
To: [Gary Helfrich](#)
Subject: File No ZCE17-008 Property Addresses on Vigilante, Oso Trail and Morningside Mountain Drive
Date: Monday, June 26, 2017 4:01:05 PM
Attachments: [Highlighted points against Exclusion Zone File ZCE17-008.pdf](#)

Hi Gary,

Thank you for the notice by mail of the application by Barry & Donna Swain for a ZCE to add a Vacation Exclusion Zone to 30 parcels. We live on Vigilante Road and intend to dispute this application vigorously and to the full extent of the regulation / law.

Could you kindly answer two questions:

1. Is there a written document that describes the process and evaluation criteria you will use in your evaluation? I will request a meeting with you once I've had a chance to review the written materials.
2. We already hold a vacation rental permit at 3380 Vigilante. My understanding is that the issuance of an Exclusion Zone grandfathers our existing permit. Is this correct?

Your answer to "2" will **not** change our desire to vigorously oppose a VEZ. To understand why, **please note that the applicants for approximately 13 years used to run a high-frequency bed and breakfast out of the second dwelling of their home at 3475 Vigilante Road. Ms. Swain was in fact for a time the President of the Sonoma B&B Association.** This makes irrelevant any claims to unique traffic or fire considerations in this neighborhood. The applicants left out this fact during a 10 minute presentation to the County committee during their challenge of our vacation rental permit.

I've attached our written statement to the review board. I've added yellow highlights so you don't have to read the whole things, and red comments for clarity. I believe you'll find them highly relevant to your review.

Best regards,

Ali Tabibian
3380/3388 Vigilante Road

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3380 Vigilante Road

Response of Owner to Appeal of Vacation Rental Permit

We would like to begin by saying we are law abiding residents of Sonoma and San Francisco. We have previously complied with permit requirements for the construction on our Sonoma property, which we acquired as raw land in 2009. We have now complied with the required vacation rental permit process. We do not intend to run a vacation rental as a business, nor for maximum revenue nor for very frequent occupancy, and neither do we intend to take maximum advantage of flexibilities afforded us under the permit. This is our second home so that our children, ages 8 through 14, enjoy outdoor space. The rentals will help defray some costs and prevent the house from sitting empty too much, which is wasteful in its own way.

Out of respect for the County process, we are responding in detail herein to the claims of the appellants and their handful of supporters (the “protestors”), even though claims that “visitors unfamiliar with roads/terrain, present heightened fire risks, increased liabilities, and adverse effects on real estate values” are obviously since what we are doing is consistent with the historical usage patterns in this neighborhood, which include bed and breakfast and vacation rentals for most of the last 20 years. Also, a number of the people who’ve written protest letters live over a mile away from our property.

The protestors simply want to have less people around and have hundreds of acres to themselves as much as possible, regardless of the consequences to others and in spite of factual evidence, including their own activities. We feel the protestors are manipulating established County norms to deny us our property benefits and deny the County taxes and tourist business.

Thank you,
Ali Tabibian and Ann Akichika

No density or workforce housing impact. While we understand and appreciate certain issues with vacation rentals, including the impact in higher density neighborhoods and the impact on affordable and workforce housing, the Morningside Mountain / Vigilante area (the “hill”) is very different. The lot sizes are very large (currently zoned for a minimum of 10 acres), with large single family housing, frequently with pools and tennis courts, and almost no children in any household. The hilliness means very few lines of sight between dwellings. In other words, very low density, low impact on neighbors, and not relevant to affordable/workforce housing. Please see Exhibit A, a lot line map of the area.

3475 Vigilante

Consistent with decades of typical use. ~~Vacationers and paying part timers~~ are nothing new in this neighborhood. The appellants, the Swains, whom we like very much personally, ran a bed and breakfast for over a decade right across from our property. Two houses are both previously and currently vacation properties on Morningside Mountain road, and the Valley of the Moon Boys Camp (sleepover) operated at the top of the hill for years. The neighborhood that we are all attracted to has for decades safely had part time paying visitors as part of its fabric. Please see Exhibit B. Therefore, extensive experience shows that arguments regarding risks associated with non-resident presence on the hill (fire hazards, road issues) are false.

This hill is neither a home-owners association nor a county road. The lots on this hill are not part of an HOA, and neither is the road such a creation. Our property, and presumably all properties in this area, has an easement from our lot through Arnold Drive. These easements form roads (Vigilante and Morningside) that give us and presumably other lot owners complete rights of lawful use without interference from any other property owners. We have for seven years promptly paid our share of maintenance (determined before our arrival via arbitration).

3353 Vigilante Road

Vigilante & Morningside Road

No impact on expected road and neighborhood usage. We are part-time residents and do not want our dwelling to be rented all the times we are absent. So the total usage would be less than would be expected if we were full time residents. Note this road sees frequent commercial and heavy vehicle usage due to the presence of vineyards, including one right across from our property run by the Duste's, who we believe are one of the protestors.

No unique road hazard. The protestors make the Morningside and Vigilante roads sound barely manageable by a mountain goat. Anybody with a drivers license can navigate these roads, as is evidenced by decades of use without notable accident rates.

We are giving renters access via Monringside Road and parts of Vigilante (not Sobre Vista). This is a paved and well-maintained road with plenty of turnouts all the way to our property from Arnold. In a couple small stretches without turnouts, one driver would have to back up a bit: on these lightly traveled roads this has happened to us once in seven years of part time residence. If the protestors, feel a road that has been adequate for decades now has shortcomings, we are happy to discuss improvements. Here are typical uses of the road, all of which mean occasional renters are quite capable of using the roads:

- Numerous residents and their gardeners, etc.
- Three sizable vineyards, including one with a driveway right across from ours, use the same roads
- Garbage trucks, delivery vehicles, UPS, FedEx, utility trucks, etc. use the roads daily
- We constructed our dwelling and a pool, with no issues for heavy equipment access

No unique fire risks. In terms of neighborhood fire risk, as noted above, this neighborhood has been and continues to be used for a mix typical of Sonoma: residents, some part-time / paying guests (bed and breakfast, vacation rentals and a sleepover camp) and a number of vineyards, with no distinguishing fire history. The protestors can describe the vegetation and shrubbery all they want, but there's nothing unique about this hill, other than above-average moisture since it catches morning fog. That there's some special fire danger has no basis in fact or experience. Please note further:

- Based on emails to us, at least some of the protestors are well aware of others' rental activity for years, but never raised these arguments before.
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High sensitivity on our part to neighborhood safety. Our house in San Francisco was put out of commission for 18 months due to a fire caused by a careless neighbor, so nobody is more

sensitive to fires than we are. When building on our Vigilante property, the fire department recommended a fire hydrant with a dedicated water supply even though with our pool we were technically compliant. We installed a hydrant and dedicated tank. We have the newest house on the hill, fully sprinklered, 24-hour alarm and fire monitoring by Bay Alarm, hose bibs all around the structures with hoses in a visible area, and built to the most recent fire protection standards and materials, and no fireplaces even indoors.

Furthermore, as we have repeatedly pointed out to the whole neighborhood, in writing beginning February 11, (Exhibit C) we have no intention of allowing outdoor fires, we have no outdoor fire pit, and we do not even have fireplaces inside our home. We don't know why the permit mentions outdoor fires and we did not apply for such a right.

Two of the protestors, Ms. Susan Costello and Ms. Susan Skinner continue to tell our neighbors about our "outdoor fires" well after we made the points above in writing. Furthermore, on two occasions they have written to the community accusing our children/guests of having gone up a neighbor's driveway with firecrackers. The neighbor who is being mis-quoted regarding the firecracker issue is available to refute these totally baseless charges.

We are desirous of safe, quality renters. Beyond the permit's requirements, we have additional restrictions on guests: no parties are allowed, no renters under the age of 25, no pets and no smoking inside or outside, and a three day minimum stay. Occupancy limits are set lower than those allowed on major holidays by the permit. We expect usage patterns to be mainly about on-site enjoyment not walking around the neighborhood: our lot is 10 acres with a seasonal stream, scores of redwoods, ~5,500 square foot conservatively irrigated lawn, a large pool with probably 1,500 square feet of deck space, and a 3000+ square foot home,. We would expect the typical renter to be like us: a family with children looking to enjoy a home with some outdoor space.

The protestors refer to anyone who doesn't live on the hill as "anonymous" and "strangers" and keep stating that outsiders are incompetent drivers, wreck-less with fires and somehow incapable of getting around on the hill's ordinary roads, and "unsavory characters looking for intrusive opportunities ... speeders, inebriated drivers, and looky loos". Presumably this includes the thousands of people who go by on Arnold Drive.

The protestors are concerned about seeing people they don't know while walking. While we're sensitive to the nature of the neighborhood (we live there too), billions of people every day walk by people and cars they don't know without incident, including in rural areas. The average person is not bad person, and furthermore, our renters identities, addresses, credit cards, etc. are known to us, which is much better than the feared "anonymous" person.

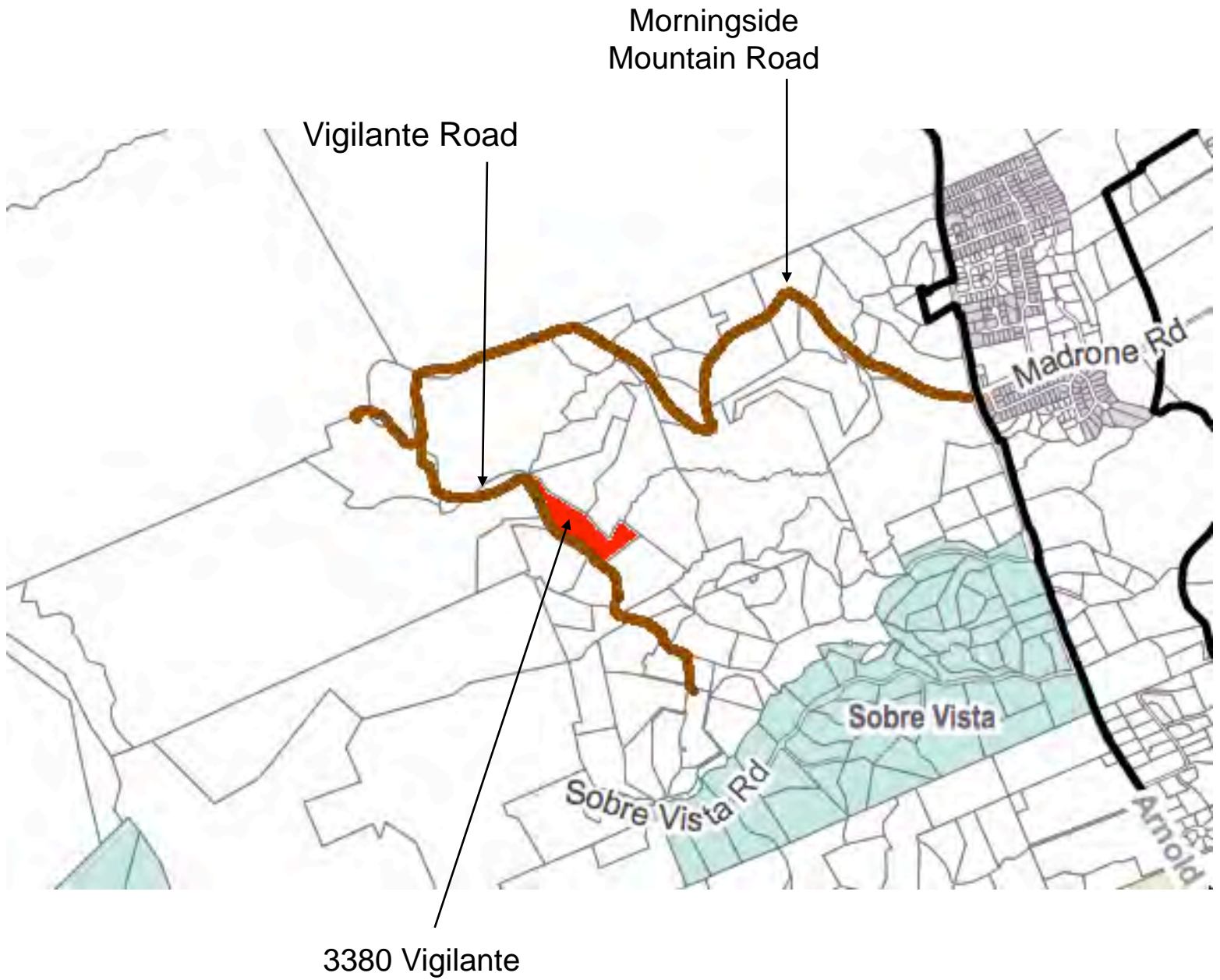
Claims regarding property value sound like a cynical ploy. Whatever the various studies on the impact of vacation rentals might say, they hardly ever apply to this kind of neighborhood. Also, if the protestors are really concerned about property value, why are they suddenly trying to manufacture a fire risk? Re-classifying the area as such a location could hardly help with insurance rates and property values.

* * *

Below please find some facts about the protestors who we understand have written letters:

1. Sharon and Bob Duste, 3350 Vigilante Road, live across from us. About 200 horizontal feet, a steep elevation change, Vigilante Road and vegetation/vines separate our two structures. They run a vineyard with the associated commercial vehicle traffic.
2. Barry and Donna Swain. 3475 Vigilante Road, live roughly across from us. We have absolutely no problem with them personally, but it should be noted that they ran a high-frequency bed and breakfast for over 10 years without visitors creating incidents on the road. About 700 feet separates our structures with no line of site.
3. Susan Skinner and Robert Heisterberg, live at 100 Oso Trail, a dead-end side road. Traffic to our property does not go past their property. Technically we share a property line, but it would take probably 20 minutes to walk a hilly path around a small hill to get to their entrance. There is absolutely no line of site between our structures. Also, they have been aware that other vacation rentals have operated on this property, but never raised any of these fire and road use issues with the County to our knowledge.
4. Betty & Steve Sherer, 1750 Morningside Mountain Road. The Sherer's are about 1.2 miles from us, and given the hilliness it's doubtful anyone from our property would be walking to and from their location. We understand their need for quick evacuation in case of a fire, and note they are about 1/2 mile for Arnold (about 3/4 miles closer than us). Of course they are welcome to go past our property and out Sobre Vista in case of an emergency. We have access rights through Sobre Vista (almost no one else on Morningside and Vigilante does) and we have brought up to that road association the issue of making sure any gates are consistent with emergency fire exit for non-members (unlike Heaven Hill, which has a padlocked gate on that potential escape route). We don't believe the Sherer building has a line of site to Morningside Mountain Road given their lengthy driveway.
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Exhibit A: Large lots, Low Density



3380 Vigilante Road

Response of Owner to Appeal of Vacation Rental Permit

We would like to begin by saying we are law abiding residents of Sonoma and San Francisco. We have previously complied with permit requirements for the construction on our Sonoma property, which we acquired as raw land in 2009. We have now complied with the required vacation rental permit process. We do not intend to run a vacation rental as a business, nor for maximum revenue nor for very frequent occupancy, and neither do we intend to take maximum advantage of flexibilities afforded us under the permit. This is our second home so that our children, ages 8 through 14, enjoy outdoor space. The rentals will help defray some costs and prevent the house from sitting empty too much, which is wasteful in its own way.

Out of respect for the County process, we are responding in detail herein to the claims of the appellants and their handful of supporters (the "protestors"), even though claims that "visitors unfamiliar with roads/terrain, present heightened fire risks, increased liabilities, and adverse effects on real estate values" are obviously since what we are doing is consistent with the historical usage patterns in this neighborhood, which include bed and breakfast and vacation rentals for most of the last 20 years. Also, a number of the people who've written protest letters live over a mile away from our property.

The protestors simply want to have less people around and have hundreds of acres to themselves as much as possible, regardless of the consequences to others and in spite of factual evidence, including their own activities. We feel the protestors are manipulating established County norms to deny us our property benefits and deny the County taxes and tourist business.

Thank you,
Ali Tabibian and Ann Akichika

No density or workforce housing impact. While we understand and appreciate certain issues with vacation rentals, including the impact in higher density neighborhoods and the impact on affordable and workforce housing, the Morningside Mountain / Vigilante area (the "hill") is very different. The lot sizes are very large (currently zoned for a minimum of 10 acres), with large single family housing, frequently with pools and tennis courts, and almost no children in any household. The hilliness means very few lines of sight between dwellings. In other words, very low density, low impact on neighbors, and not relevant to affordable/workforce housing. Please see Exhibit A, a lot line map of the area.

3475 Vigilante

Consistent with decades of typical use. ~~Vacationers and paying part timers~~ are nothing new in this neighborhood. The appellants, the Swains, whom we like very much personally, ran a bed and breakfast for over a decade right across from our property. Two houses are both previously and currently vacation properties on Morningside Mountain road, and the Valley of the Moon Boys Camp (sleepover) operated at the top of the hill for years. The neighborhood that we are all attracted to has for decades safely had part time paying visitors as part of its fabric. Please see Exhibit B. Therefore, extensive experience shows that arguments regarding risks associated with non-resident presence on the hill (fire hazards, road issues) are false.

This hill is neither a home-owners association nor a county road. The lots on this hill are not part of an HOA, and neither is the road such a creation. Our property, and presumably all properties in this area, has an easement from our lot through Arnold Drive. These easements form roads (Vigilante and Morningside) that give us and presumably other lot owners complete rights of lawful use without interference from any other property owners. We have for seven years promptly paid our share of maintenance (determined before our arrival via arbitration).

3353 Vigilante Road

Vigilante & Morningside Road

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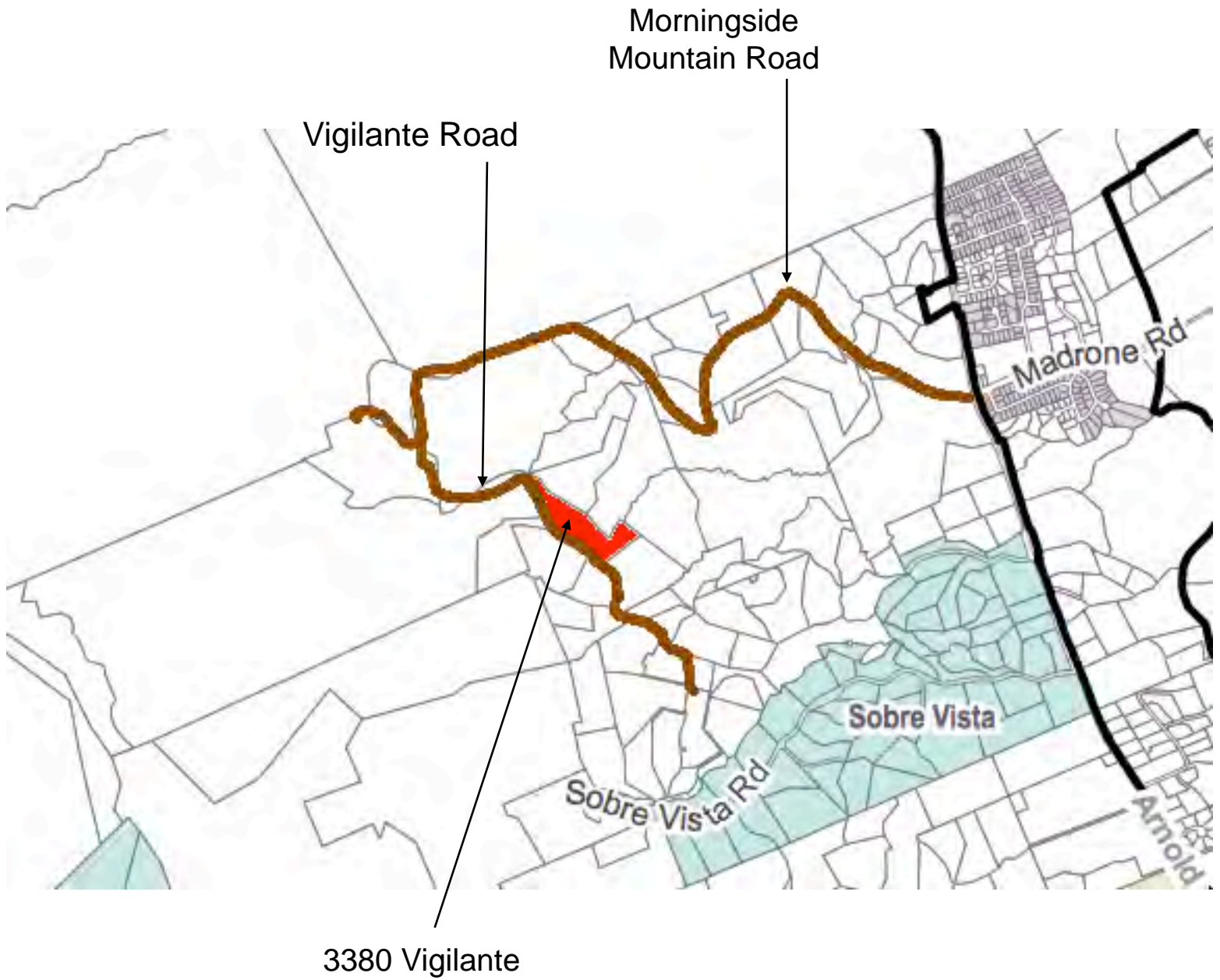


Exhibit C: Moderate Utilization, No Fires

Subject Re: Turnkey rental

Date February 11, 2017 at 2:47:28 PM PST

From Tabibian <tabibian1@gmail.com>

To Susan Costello <susan.costello@everbank.com>

Cc Barry Swain <barryswain@vom.com>; Bob Duste <bob@shastevineyard.com>; Brenda Buckerfield <bmaebuck@beerepurves.com>; Brett Cooper <brettedcooper@gmail.com>; Casey Frank <letters@caseyfrank.com>; David Matson <davidimatson@aol.com>; Don & Margo VanStaaveren <mvanstaa4@gmail.com>; Eve Niquette <eniquette@mindspring.com>; Gerry Brinton <gerry@lasonrisafamily.com>; James Fontanilla <james.fontanilla@gmail.com>; Jane Reardon <jmreardon@mac.com>; Julie Oleson <jaoleson@pacbell.net>; Kirk Lester <kirk@rklester.com>; Lisa Capretta <lisa@capretta.com>; Mark Davidow <marksd1946@yahoo.com>; Mary Athearn <mathearn3@aol.com>; Mike McCune <mike.mccune@ucsf.edu>; Norm Wray <wrays2010@yahoo.com>; Oakley Olson <oakleyolson@comcast.net>; Paulabbunting@gmail.com <paulabbunting@gmail.com>; Ricardo Capretta <rcapretta@capretta.com>; Sandy & Sallie Ballantine <suethebums@aol.com>; Steve Rosenblatt <steve@sonomastone.com>; Steve Sherer <sherer600@yahoo.com>; Tom Grasshoff <rikeandtom@yahoo.com>; Victor Reus <vir@itsa.ucsf.edu>; Zhenya Yoder <zhenya@me.com>

I ran into Barry Swain today and he suggested I distribute the highlights of our conversation, excluding the part about my complaints which you've heard before.

We are not subletting our house to Turnkey so that they may maximize the days rented. Our intent is not for this house to be always occupied. This is still primarily a second home mainly so that our children, currently ages 8 through 14, have outdoor space. Turnkey manages the house for whatever rentals come in through their system for periods when we are not there. As one example, we have blocked all weekends in June and July for our personal use, so I doubt anyone will rent the house during that time period. The ideal outcome is that we have long-term (e.g. month-long) renters, hopefully that repeat annually, during some of the open spaces in our calendar. This helps defray some of the cost of the house and not have it sit empty, which is wasteful in its own way. We used to rent the same house close to Sonoma town for many summers.

I don't know why the permit mentions outdoor fires. We made no elections to get this item and we are not a fan of fires, indoor or out. We are not permitting outdoor fires of any nature, and for safety reasons, did not build indoor fireplaces either. Fire extinguishers are supplied. This is new construction with extensive sprinkler systems. We have a hydrant with a dedicated 2000 gallon tank in addition to the pool being available for fire suppression. Barry made a good point about smokers. We will add a non-smoker provision to the rental agreement.

Events (e.g. weddings) are not allowed and no on-street parking is necessary as our lot can handle the four-vehicle overnight maximum easily. This is a sizable house on 10 acres. Pets are not allowed. Adult guests must be over the age of 25. External areas are under video surveillance and recording, and the interior under electronic noise measurement. Turnkey is available locally to respond, and their 800 number is responsive including on weekends.

Regards, Ali

From: [Ricardo Capretta](#)
To: [Gary Helfrich](#)
Cc: [Jennifer Gray](#); [Lisa Capretta](#)
Subject: Zoning Exclusion Zone
Date: Thursday, July 13, 2017 1:36:19 PM

Dear Gary,

Hope all is well. As you well know, we are the first property to the south within the Morningside Mountain Drive community. We have had more than one encounter with speeding vehicles coming down Morningside Mountain and almost colliding with us as we leave our driveway. In all three cases, I did not recognize the speeding car – it obviously seemed to be a guest visiting the neighborhood. The bottom line reality of this private street is that it is a very substandard street – approximately 12 feet wide in most areas – and also very windy with many blind curves. Additionally, in some cases, like adjacent to my property, the road has drainage channels that are open and deep and also create another unique and dangerous road condition. As a result of this substandard road, when downhill traffic meets uphill traffic, someone needs to pull off to the side of the road. The residents always do this courteously and with a friendly wave – guests do not – even though we have signs posted informing guests of how to navigate a head on conflict condition.

In summary, this is not a community that should be supporting very short term vacation rentals where unfamiliar guests don't understand the very sensitive constraints of this neighborhood. Thirty day or longer rentals seem to be a much more appropriate fit for the Morningside Mountain Drive community. I fully support the Morningside Mountain Drive community receiving the exclusion status for vacation rentals. It is completely appropriate considering the road conditions.

Thank you Gary.

Ricardo & Lisa Capretta
1200 Morningside Mountain Drive
Glen Ellen, CA

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ROBERT AND SHARON DUSTÉ

July 14, 2017

Gary Helfrich
PRMD
2550 Ventura Avenue
Santa Rosa, CA 95403

RE: VACATION RENTAL EXCLUSION ZONE

We have lived on Vigilante Road off Morningside Mountain Road since 1998 giving us almost 20 years experience with the character and issues of this community. Based on this experience, we feel very strongly that this community is unsuitable for vacation rentals for numerous reasons, a few of which are outlined below.

1. The property referenced is 2 miles from Arnold Drive. There are NO fire hydrants on either Morningside Mountain or Vigilante Road. Fire trucks and sheriffs are at minimum 20-30 minutes response time away. While some residents have water tanks for fire fighting, they are located behind locked gates and poorly marked, and would require fire personnel to access them via Jerrold boxes that would further delay response.

We, in fact, had a fire at our residence in 2010 in the early morning hours. Fire trucks from downtown Sonoma took over 30 minutes to respond and then became lost on Morningside Mountain and Oso Trail, requiring me to drive down the hill to meet them and lead them back to our house. Fortunately, my wife and I were able to keep the fire contained to the house while waiting for them to arrive.

All permanent residents and property owners are acutely aware of the high fire danger, particularly during the summer and fall tourist season. There is no adequate method of ensuring that transient renters will fully comply with stated rules, and in fact, based on reports from other neighborhoods, renters can be expected to smoke outdoors and disregard posted notices restricting smoking to designated areas.

With huge amounts of fuel material on the ground throughout the community, a fire once out-of-control would have the potential to rage over many hundreds to thousands of acres with a natural funnel into adjacent Jack London Park. The opportunity for loss of life and property is massive.

2. Vigilante Road is an extremely narrow single-lane road with steep, unprotected drop-offs into a treacherous ravine. There are several blind, hairpin turns. There are NO turnouts. At night it is particularly dark with virtually no lighting along or near the road.

Morningside Mountain Road is also a single-lane private road with blind corners where sudden encounters with vehicles often occur. Transient visitors regularly exceed speed limits by a significant factor and are not familiar with our local driving rules. It is difficult enough to enforce rules currently with contractors, relatives and friends that are invited to visit; it would be impossible to convey and enforce rules to multi-vehicle renters with whom we have no contact details.

Conversations with associates in neighborhoods with vacation rentals have confirmed that renters often ignore signs and drive aggressively with little regard for locals. Neighbors have

July 14, 2017

already reported being literally driven off the road by vehicles barreling down the road making no attempt to yield.

3. Vigilante Road and Morningside Mountain Road are not designed for the volume of traffic that vacation rental guests will demand. The level of maintenance of the roads is suitable for the current usage level of permanent residents and casual property owners, but will not sustain high volume traffic of vacation renters making multiple trips per day with 5-8 vehicles that would be allowed.

The road edges are susceptible to excess wear and tear from increased need to pass where no turnouts exist, and along a lengthy section of Vigilante Road (approximately 1000 ft. with 7 ft. width) where the unprotected road edge drops a vertical 35-40 ft. into a ravine with a steep embankment on the other side. Cars meeting in this section must back up 500' or more, and at night in pitch darkness, to navigate sharp turns at either end. Unfamiliar visitors attempting to do this will be subjecting themselves and their passengers to significant risk.

With these concerns in mind, we respectfully ask that you give favorable consideration to the application for an exclusion zone in this difficult to access remote community that the majority of local residents and property owners vigorously feel is unsuitable for this use.

Thank you for your consideration.

Regards,

Robert and Sharon Duste

From: [Tom Grasshoff](#)
To: [Gary Helfrich](#)
Cc: Jenifer.Garret@sonoma-county.org
Subject: Vigilante/Morningside Road Exclusion Zone
Date: Tuesday, July 18, 2017 2:48:20 PM

Gary Helfrich,

As a resident of this area for over 40 years at 3577 Vigilante Road I would like to register my support for creating this Exclusion Zone. I think it is a matter of safety and preservation in this relatively inaccessible, fire prone, forested area.

I am sorry that the rules governing short term rentals do not require neighbor notification before granting such a use permit. The environmental and zoning implications of such a change should not be taken as a routine matter.

I believe short term visitors will not show the due diligence required. The high cost of rent and the large occupancy load permitted encourages partying and reckless behavior. We have all heard the horror stories.

Please come and look for yourself if you haven't already.

Thank you,

Tom Grasshoff

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From: [Reus, Victor](#)
To: [Gary Helfrich](#)
Subject: Morningside Mt Rd/Vigilante Exclusion Zone
Date: Tuesday, July 11, 2017 2:22:00 PM

I and my wife, Kira Tiedgens, are writing in strong support of the Exclusion Overlay Zone for Vigilante Rd/Morningside Mt Rd. We have lived at 3585 Vigilante Rd. for 31 years and are very much concerned by the recent efforts to create vacation rental properties and event centers in an area that does not have adequate infrastructure for these actions and which place our entire community (and Sonoma Mt itself) at markedly higher fire danger risk.

There are multiple reasons why this exclusion is warranted:

1. The area is extremely isolated, with very limited and marginal road access, a reason many of us were drawn to it in the first place. Our property, a hundred yards from the already approved vacation rental, sits at the end of 2.2 miles of single lane private road, entered by a 24 hr. locked gate. The road is highly circuitous, at most 10 feet wide, with no lights or reflectors, and, on Vigilante, has several blind 90 degree turns, with no shoulders, and is bordered on one side by a 30' ravine. Halfway down the road, there is no paving at all. All homeowners agreed on a 15 mile a hour speed limit in recognition of the risks. Vacation rentals and event centers in this area would markedly damage the character of this neighborhood, where people have for years walked freely on a road (more path) with few to no cars, in appreciation of the solitude and quiet. Vacation rentals that can sleep 10-12, and welcome more for celebratory events, would dramatically increase road traffic and noise, as well as liability, from individuals who do not know the road, may be intoxicated from visiting vineyards, weddings, etc., and in general are likely to be unwilling to observe or be insensitive to local speed limits and general ambience. The road has already experienced a fatality, as well as fender benders and people running off the road by themselves.
2. One consequence of the above, as well as the fact that the area is 600-800' above the valley floor, heavily forested, and the highest populated housing on Sonoma Mt., is that the fire danger is constantly high, and made even more so as a result of our recent winter and spring undergrowth and the historic build up of deadfall and dying brush. We who live in this area are ever attentive to this, but transient visitors are unlikely to be, as our continuing experience has proven. We have encountered visitors, some invited and some trespassing, who have tossed cigarettes or joints into the brush, who have parked their overheated cars in high dead grass, and who have responded to our concerns with abuse and scorn. The admonition by our current rental landlord that renters cannot smoke in the house actually increases the overall risk rather than mitigates it, in that it forces smokers outside, into the area where the risk is greatest. Were a fire to occur, it would likely be catastrophic; The terrain is very steep above us, without road access, and without available hydrants or easily accessed wells, most of which do not have fire hose fittings. The SDC and Jack London State Park would probably be threatened quickly, given the limited road access described, for fire engines especially.
3. We are aware that several of our neighbors have lodged opposition to this

petition, although our surveys indicate that they are very much in the minority. One of them has the already approved vacation rental, and the other is currently trying to develop an event center that, if approved, could bring a recurring large number of people into this neighborhood, people who would be viewing it as a daytime theme park, and who would be unmonitored and unlikely to recognize the very fragile nature of the environment and the the responsibilities that come with stewardship. We hope and trust that this application is approved.

Please contact us if any additional information would be helpful.

Victor and Kira

Victor I. Reus, M.D.
Distinguished Professor of Psychiatry
University of California, San Francisco
School of Medicine
UCSF Weill Institute for Neurosciences
Langley Porter Psychiatric Institute, Rm. 469
401 Parnassus Avenue
San Francisco, California 94143
phone:415-476-7478
fax:415-476-7404

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From: [Reus, Victor](#)
To: [Gary Helfrich](#)
Subject: Fw: Morningside Mt Rd/Vigilante Exclusion Zone
Date: Tuesday, July 11, 2017 3:26:14 PM

I just sent the message below, but realized that since it is a matter of public record it should not include my title and work address. Please use the version below. Thanks.

Victor I. Reus, M.D.
Kira Tiedgens

From: Reus, Victor
Sent: Tuesday, July 11, 2017 2:21 PM
To: Gary.Helfrich@sonoma-county.org
Subject: Morningside Mt Rd/Vigilante Exclusion Zone

I and my wife, Kira Tiedgens, are writing in strong support of the Exclusion Overlay Zone for Vigilante Rd/Morningside Mt Rd. We have lived at 3585 Vigilante Rd. for 31 years and are very much concerned by the recent efforts to create vacation rental properties and event centers in an area that does not have adequate infrastructure for these actions and which place our entire community (and Sonoma Mt itself) at markedly higher fire danger risk.

There are multiple reasons why this exclusion is warranted:

1. The area is extremely isolated, with very limited and marginal road access, a reason many of us were drawn to it in the first place. Our property, a hundred yards from the already approved vacation rental, sits at the end of 2.2 miles of single lane private road, entered by a 24 hr. locked gate. The road is highly circuitous, at most 10 feet wide, with no lights or reflectors, and, on Vigilante, has several blind 90 degree turns, with no shoulders, and is bordered on one side by a 30' ravine. Halfway down the road, there is no paving at all. All homeowners agreed on a 15 mile a hour speed limit in recognition of the risks. Vacation rentals and event centers in this area would markedly damage the character of this neighborhood, where people have for years walked freely on a road (more path) with few to no cars, in appreciation of the solitude and quiet. Vacation rentals that can sleep 10-12, and welcome more for celebratory events, would dramatically increase road traffic and noise, as well as liability, from individuals who do not know the road, may be intoxicated from visiting vineyards, weddings, etc., and in general are likely to be unwilling to observe or be insensitive to local speed limits and general ambience. The road has already experienced a fatality, as well as fender benders and people running off the road by themselves.
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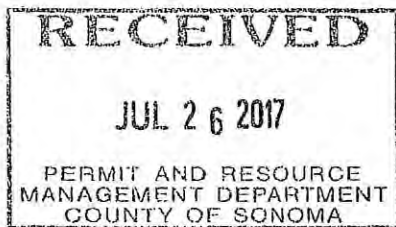
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Please contact us if any additional information would be helpful.

Victor and Kira

*Victor Reus M.D.
Kira Tiedgens
3585 Morningside Mt Rd.
Glen Ellen, Ca. 95442*

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July 24, 2017

Mr. Gary Helfrich
PRMD
2550 Ventura Avenue
Santa Rosa, CA 95403

Re: Vacation Rental Exclusion Zone
ZCE17-0008

Dear Mr. Helfrich,

We, like most others on our mountainside, feel strongly that this area should be placed in a vacation rental exclusion zone that prevents any additional permits. Our reasons are as follows:

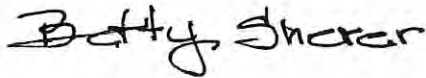
- Our properties are located on two privately maintained and gated roads that do not meet the County maintenance standards and requirements. In particular, the width of the 7 foot wide roads in most places is not adequate for the passage of more than one vehicle.
- The roads both have blind curves which severally limit visibility in many places.
- No street lights or fire hydrants are present as there are on Sobra Vista which is already an adjacent exclusion zone.
- Various species of trees abound –Oaks, Redwoods and Manzanita are obvious and offer magnificent views from the valley floor. The loss to fire would be tragic.
- Fire season is now in full swing as witness the vacation rental fire recently in Diamond A and major fires all across California. Preservation of the adjacent Open Space Ridge Trail and Jack London Park are vital.

- Uninformed short-term renters may not be aware or even care how to effectively resolve a fire or medical emergency on our mountainside.
- Inclement weather also poses a concern with trees falling and unstable hillside earth on upper Morningside and Vigilante.
- Short term renters may not be familiar with safe country road conduct.

We could continue but the prime benefit of this area being an exclusion zone is not only for the current residents but also for the benefit of future generations living and visiting in our Sonoma Valley.

Thank you for reading this and considering our deep concerns.

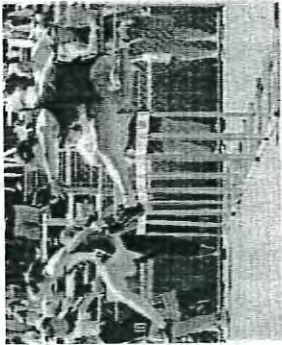
Very truly yours,



Steve and Betty Sherer
1750 Morningside Mt. Rd.
Glen Ellen, CA 95442

Many hurdles to cross

■ Sonoma Valley High School came on in leaps and bounds this weekend at the North Coast Section track meet in Larkspur. **PAGE B1**



Health: Take your breath away
Learn 'hands-only' CPR training. **A2**

Music: Carrtunes' long-awaited debut
CD was 30 years in the making. **B2**

Schools: Queens of the desert
Library project brings books to Morocco. **B4**

Tuesday, May 23, 2017

The Sonoma Index-Tribune

OUR 138TH YEAR SERVING SONOMA VALLEY

Sonoma Valley, California ■ SonomaNews.com

An edition of The Press Democrat

Disputed vacation rental 'a total loss' after nighttime inferno

Eight guests at Diamond A property all safe

By **CHRISTIAN KALLEN**
INDEX-TRIBUNE STAFF WRITER

A fire destroyed a three-story vacation home in Sonoma Valley's Diamond A neighborhood early Sunday morning, displacing eight vacationers and sparking questions about a long-standing dispute between the property

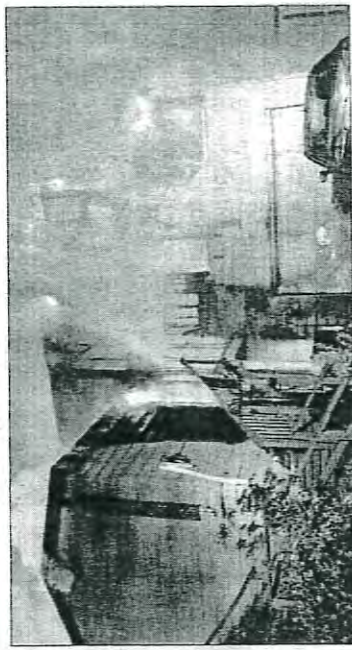
owners and the Sonoma County Permit and Resource Management Department, or PRMD.

The property, at 18932 View Crest Drive, suffered extensive damage, according to Sonoma Valley Fire and Rescue Authority Chief Steve Akre. He said neither the cause nor the point of origin

has yet been determined, pending investigation.

Multiple calls came to Sonoma Valley Fire and Rescue at about 1:31 a.m., including at least one from one of the vacationers staying at the house and from several

See *Fire*, A4



TED HASSLER/SFVR

A fire reported at 1:30 a.m. on Sunday, May 21, almost completely destroyed a three-story vacation rental home in the Diamond A subdivision west of Sonoma. The fire was contained within an hour by Sonoma Valley Fire & Rescue personnel and other responding departments. The eight vacationers were unharmed but lost their clothes and IDs in the blaze.

August 16, 2017

Dear Lisa,

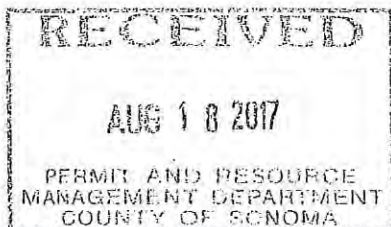
My wife, Margo, and I are 41 year residents of Morningside Mountain Drive. We, and our neighbors are looking to have a VR exclusion zone placed on our neighborhood.

Morningside Mountain Drive is a very narrow, windy road. Fire danger - extreme -, traffic, emergency vehicles access are all serious concerns. As well as the peaceful environment being jeopardized by increased noise from Vacation Rentals.

Thank you so much for your time and we urge you to consider granting this exclusion. If you have any questions please do not hesitate to contact or call me. 707-331-2794

Thank you

Don Van Staaveren



Sept 4, 2017

Dear Ms Posternak:

RE: ZCE17-0008

Thank you for your time and hard work. I'm writing you following up on letters I sent to the supervisors and to you. My letters are supporting a VR Exclusion Zone for Morningside Mountain Drive. As a 41 year resident on Vigilante Road (beginning when it was still named Heaven Hill Rd) and Morningside Mt. Dr. I'm very anxious about increased traffic and safety and fire danger. Our road is a twisty one lane road with few turnouts. Our road is a private road maintained by the property owners. There are approximately 30 owners on MMD. Of those ~ 30 I know of only 4 to 5 who do not support the exclusion overlay. Fire and safety are major concerns for those of us who live here fulltime as well as those who have second homes here. Also, a fragile road like MMDr. can not support increased traffic both for road structure and safety reasons. Transient guests and visitors tend to drive too fast and send the rest of us ducking for cover.

Thank you so much for your time. Please grant us the VR Exclusion Overlay.

Any questions please call me at 707-331-2794

Thank you, Don Van Steeveren

Resolution Number

County of Sonoma
Santa Rosa, California

DATE: February 1, 2018
ZCE17-0008, Lisa Posternak

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, FINDING THE PROJECT EXEMPT FROM CEQA AND RECOMMENDING APPROVAL OF THE ZONE CHANGE TO THE BOARD OF SUPERVISORS AS REQUESTED BY BARRY & DONNA SWAIN, FOR PROPERTIES LOCATED AT 2028, 3353, 3350, 3434, 3444, 3454, 3475, 3535, 3577 AND 3600 VIGILANTE ROAD, GLEN ELLEN; 51, 55, 77 AND 100 OSO TRAIL, GLEN ELLEN; 1000, 1200, 1400, 1407, 1500, 1700, 1741, 1750, 1877, 1900, 2000, 2010, 2100, 2205, 2207, 2500 AND 2600 MORNINGSIDE MOUNTAIN DRIVE, GLEN ELLEN; APNS: 054-100-003 AND -012, 054-110-011, -016, -025, -031, -038, -039, -042, -044, -045, -046, -047, -048 AND -049, 054-120-016, -017, -018, -025, -027, -028, -029, -030, -035, -036, -038, -039, -040, -041 AND -042, 054-400-017; AND RECOMMENDED BY THE PERMIT AND RESOURCE MANAGEMENT DEPARTMENT PLANNING DIVISION FOR PROPERTIES LOCATED AT 1255, 1304/06, 1311, 1321, 1350, 1390, 1395, 1400, 1403, 1470, 1496/1500, 1550, AND 1650 HEAVEN HILL ROAD, GLEN ELLEN; 2244/46, 2299/2397, 23333, 2337, 2343, 2345, 2355/2357, 2369, 2375/95, 2391, 2399, 2403, 2411/13, 2417, AND 2425 SOBRE VISTA ROAD, GLEN ELLEN; 3050 HIGH GROVE LANE, GLEN ELLEN; AND 0 SPRINGFIELD ROAD, GLEN ELLEN; APNS: 054-110-021, -022, -023, -028; 054-120-043; 133-070-006, -013, -014, -017, -025, -027, -028, -030, -031, -034, -035, -043, -044, -047, -051, -057, -058, -059, -060, -061, -062, -064, -065, AND -066; 133-010-021, -022, AND -063.

WHEREAS, the applicant, Barry & Donna Swain, filed an application with the Sonoma County Permit and Resource Management Department to add the Vacation Rental Exclusion Combining District (X Zone) to the zoning of 578.53 acres located at 2028, 3353, 3350, 3434, 3444, 3454, 3475, 3535, 3577 and 3600 Vigilante Road, Glen Ellen; 51, 55, 77 and 100 Oso Trail, Glen Ellen; 1000, 1200, 1400, 1407, 1500, 1700, 1741, 1750, 1877, 1900, 2000, 2010, 2100, 2205, 2207, 2500 and 2600 Morningside Mountain Drive, Glen Ellen; APNs: 054-100-003 and -012, 054-110-011, -016, -025, -031, -038, -039, -042, -044, -045, -046, -047, -048 and -049, 054-120-016, -017, -018, -025, -027, -028, -029, -030, -035, -036, -038, -039, -040, -041 and -042, 054-400-017, Supervisorial District No.1; and

WHEREAS, the Permit and Resource Management Department Planning Division recommended expanding the rezone area to include 213.98 acres located at 1255, 1304/06, 1311, 1321, 1350, 1390, 1395, 1400, 1403, 1470, 1496/1500, 1550, and 1650 Heaven Hill

Road, Glen Ellen; 2244/46, 2299/2397, 23333, 2337, 2343, 2345, 2355/2357, 2369, 2375/95, 2391, 2399, 2403, 2411/13, 2417, and 2425 Sobre Vista Road, Glen Elen; 3050 High Grove Lane, Glen Ellen; and 0 Springfield Road, Glen Ellen; APNs: 054-110-021, -022, -023, -028; 054-120-043; 133-070-006, -013, -014, -017, -025, -027, -028, -030, -031, -034, -035, -043, -044, -047, -051, -057, -058, -059, -060, -061, -062, -064, -065, and -066; 133-010-021, -022, and -063

WHEREAS, this project has been found to be categorically exempt from CEQA Guidelines; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held a public hearing on February 1, 2018 at which time all interested persons were given an opportunity to be heard; and

WHEREAS, the Planning Commission recommends that the Board of Supervisors find the project exempt from CEQA.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission makes the following findings:

1. The proposed rezone is consistent with the Sonoma County General Plan.
2. The addition of the Vacation Rental Exclusion (X) Combining Zone is consistent with the Zoning Code and meets the applicable criteria based on the following facts. The particular circumstances in this case are:
 - a) The subject area has inadequate road access (about 7 miles of substandard private roads without pullouts) to support additional vacation rental uses. These physical deficiencies combined with increased traffic from vacation rental guests who would be unfamiliar with the road constraints could affect road safety.
 - b) The subject area is in a Moderate Fire Hazard Severity Zone and has moderate to steep topography, inadequate road access due to substandard private roads, and fire prone forest vegetation. Additional vacation rental uses may exacerbate the fire danger because of the volume of guests and their unfamiliarity with fire risks.
3. The proposed rezone is exempt from CEQA pursuant to CEQA Guidelines, section 15061(b)(3), in that no physical changes or changes in use are proposed that could have an adverse effect on the environment because the proposal only limits certain uses of existing residential parcels with no new development or construction.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors approve the requested Zone Change.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary of the Planning Commission as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner _____, who moved its adoption, seconded by Commissioner _____, and adopted on roll call by the following vote:

Commissioner
Commissioner
Commissioner
Commissioner
Commissioner

Ayes: Noes: Absent: Abstain:

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.

Glen Ellen X Zone

Board of Supervisors

April 3, 2018



WHAT IS THE X ZONE?

Vacation
Rental
Exclusion
Combining
Zone (X)

Areas Where X Zone Applied:

- ❑ **Inadequate road access or off-street parking**
- ❑ **Significant fire hazard**
- ❑ **Prevalence of vacation rentals**
- ❑ **Preserve residential character**
- ❑ **Protect housing stock**
- ❑ **Other areas where Board determines in public interest**

HOW DOES PROCESS WORK?

Changes
to Zoning

Zone Changes Initiated by:

- ▣ **Board Resolution of Intention**
- ▣ **Planning Commission Recommendation**
- ▣ **Individuals for area or neighborhood**



X ZONE PROPOSAL

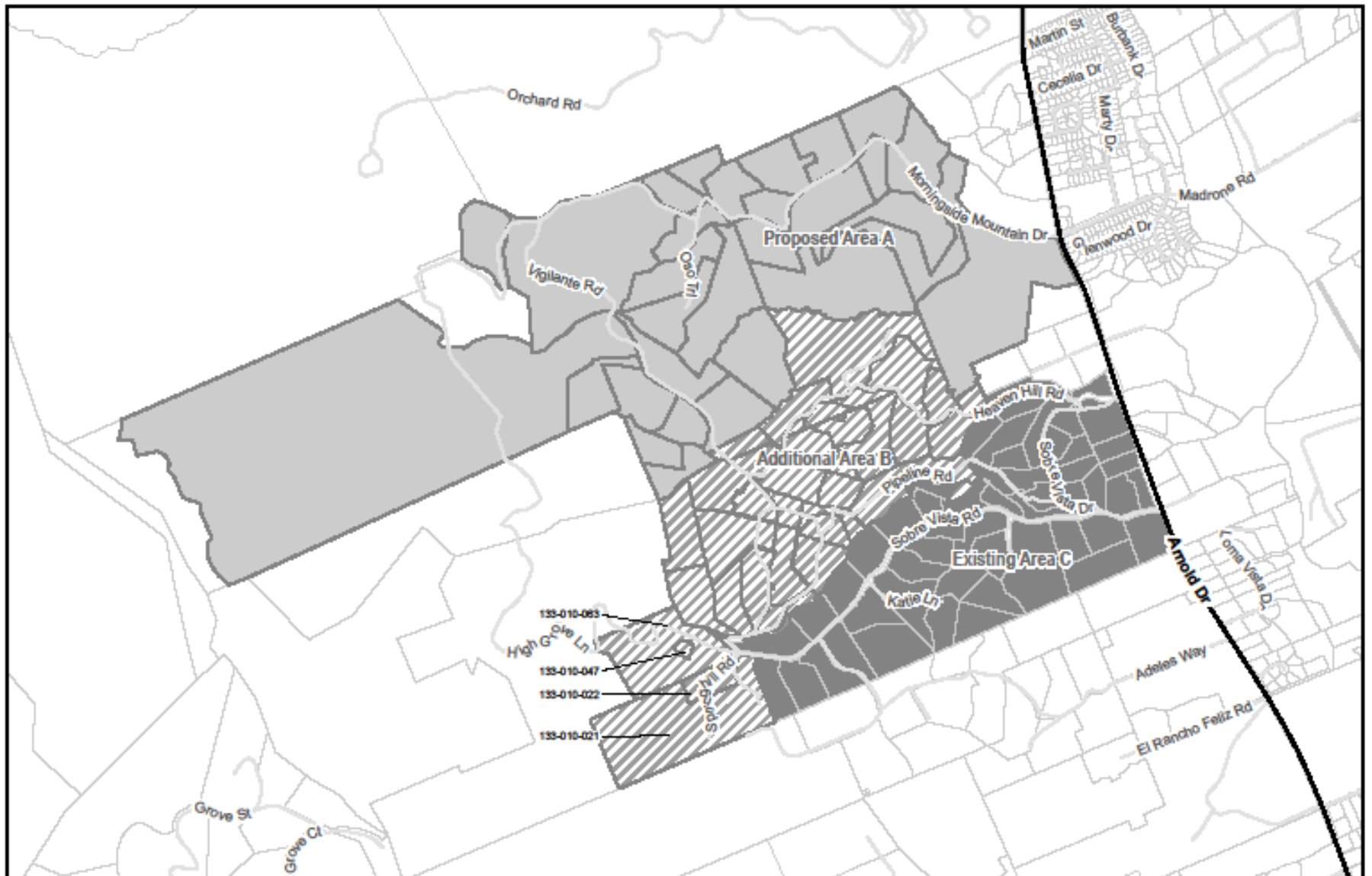


- **Applicant Proposed: Area A**







32 parcels along Morningside Mountain Drive, Vigilante Road, Oso Trail

- **Staff & PC: Additional Area B**

32 parcels with similar characteristics along Heaven Hill Road, Sobre Vista/Pipeline Road, High Grove Lane



Base Map Data

- | | | | |
|---|--|---|----------------------|
|  | Area A - Proposed Rezone Area |  | Parcel |
|  | Area B - Additional Rezone Area |  | Main Arterial Street |
|  | Area C - Existing X Combining Zone (Sobre Vista) |  | Street |

*Proposed X Vacation Rental Exclusion Combining District
Glen Ellen, ZCE17-0008*
County of Sonoma

Permit and Resource Management Department

2550 Ventura Avenue, Santa Rosa
California 95403



PLANNING COMMISSION RECOMMENDATION

- **Rezone Area A & Area B**
- **Provide data on roads**
- **Enhance public noticing**

ROAD ACCESS

□ **Proposed Area A**

- ***Sonoma Valley Fire & Rescue Authority: insufficient Morningside Mountain Drive, Vigilante Road, Oso Trail***

□ **Additional Area B**

- **Insufficient Heaven Hill Road and Pipeline Road**
- ***County Fire & Emergency Services: sufficient 2-way High Grove Lane (APN 133-010-063) and Sobre Vista Road (APNs 133-010-021, -022, -047)***

PUBLIC NOTICING

- **Improved map on notice to show Areas A & B**
- **Mailed larger notices with list of affected parcels to owners and surrounding area**
- **Posted larger, colored notices at entrances to roads in Areas A and B**
- **Published notice with map**

POLICY OPTIONS

- ***Option 1 - Rezone Areas A & B (or portion)***
- ***Option 2 – Rezone Area A Only (or portion)***

Questions?

