

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

**TUESDAY**

**FEBRUARY 5, 2019**

**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://sonomacounty.ca.gov/Board-of-Supervisors/>. 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](mailto: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. For transit information call (707) 576-RIDE or 1-800-345-RIDE or visit or <http://www.sctransit.com/>

**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.

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**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. CONSENT CALENDAR**

**HUMAN RESOURCES**

**AND**

**AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT/  
SONOMA COUNTY WATER AGENCY**

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

**AND**

**COMMUNITY DEVELOPMENT COMMISSION**

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

1. Amendments to Salary Resolution Number 95-0926:  
Adopt a Concurrent Resolution amending use of accrued sick leave for extra-help employees covered by Salary Resolution Number 95-0926.
2. Side Letter to the Memorandum of Understanding between the County of Sonoma and Service Employees' International Union, Local 1021:  
Adopt a Concurrent Resolution approving a Side-Letter Agreement that addresses use of accrued sick leave and training for Extra-Help employees represented by SEIU, and agreement for the County and SEIU to meet annually and discuss Extra-Help usage.
3. Occupational Safety and Health Consulting Agreements:
  - A) Authorize the Human Resources Director to execute agreements with Briotix Health, BSI Services & Solutions, California Industrial Hygiene Services, The Cohen Group, Harris & Lee Environmental Services, NV5, Ramboll US Corporation, Safety Center and Wood Environmental & Infrastructure Solutions to provide occupational safety and health consultation services effective through December 31, 2021, in various amounts from \$75,000 up to \$200,000, with an option to renew for an additional two year term at the discretion of the Human Resources Director.
  - B) Authorize the Human Resources Director to increase the spending cap by up to \$50,000 per term on any of the agreements as necessary.
4. Miscellaneous Classification, Compensation, and Allocation Changes:
  - A) Adopt Concurrent Resolutions reflecting the recommendations of completed classification studies and other position allocation changes:
  - B) Adopt a Concurrent Resolution amending the Salary Resolution No. 95-0926, Appendix A – Salary Tables, to amend the salaries for two existing classifications and to establish three new classifications and salaries, effective January 29, 2019.  
Adopt a Resolution amending the Department Allocation Tables of the District Attorney's Office, the Fire and Emergency Services Department, the Information Systems Department, and the Sheriff's Office, effective January 29, 2019.

**SONOMA COUNTY WATER AGENCY**

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

5. Addition of Department Information Systems Manager at Sonoma Water:  
Adopt a resolution effective February 5, 2019 adding 1.0 Department Information Systems Manager to assist with oversight and management of Sonoma County Water Agency Information Technology needs, with a focus on improving cyber security and ensuring continuity of services to customers.
6. Regional Water Supply Resiliency Study:  
In an ongoing effort to improve the region's water supply resiliency and reliability, authorize Sonoma County Water Agency's General Manager to execute a professional services agreement with Jacobs Engineering Group, Inc. (Consultant) to prepare a regional water supply reliability study through December 31, 2019, in the not-to-exceed amount of \$163,728.
7. Design Engineering Services for the Santa Rosa Creek Crossing Project:  
In an ongoing effort to provide a reliable source of drinking water to the Sonoma Water Service Area and implement a key project in the 2018 Local Hazard Mitigation Plan: Authorize Sonoma County Water Agency's General Manager to execute an agreement with Mott MacDonald for engineering design services and assistance during bidding and construction for the Santa Rosa Aqueduct at Santa Rosa Creek Crossing Project through March 31, 2022 in the not-to-exceed amount of \$420,555. (Third District)

**SONOMA COUNTY WATER AGENCY**

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

**AND**

**COUNTY COUNSEL**

8. Legal Services Agreement for Bond Counsel:
  - A) Authorize the County Counsel to execute the Agreement for Bond and Disclosure Counsel Services with Jones Hall, a Professional Law Corporation (\$100,000); agreement terminates on December 31, 2019.
  - B) Adopt a Resolution authorizing adjustments to the Board Adopted Budget for Fiscal Year 2018-2019 for the Sonoma County Water Agency, in the amount of \$100,000.(4/5<sup>th</sup> Vote Required)

**CLERK-RECORDER-ASSESSOR**

9. Voting System Replacement Funding Agreement:  
Adopt a Resolution authorizing the County Clerk-Recorder-Assessor to enter into a contract proposed by the California Secretary of State, in order to seek maximum reimbursement allowable by the agreement.

**COUNTY ADMINISTRATOR**

10. Recovery Update:  
Receive an update on the status of recovery operations, planning and seeking of funding opportunities following the October 2017 Sonoma Complex Fires. (Informational Only)

**COUNTY COUNSEL/ COUNTY ADMINISTRATOR**

11. California Public Utilities Commission Proceedings:
- A) Authorize the County Counsel to execute a legal services agreement with Goodin, MacBride, Squeri & Day, LLP to provide legal advice and representation in California Public Utilities Commission proceedings involving wildfire management and mitigation and related matters up to a not-to-exceed amount of \$150,000.
  - B) Adopt a resolution authorizing a budgetary adjustment to the 2018-2019 Final Budget to transfer appropriation from General Fund Contingencies in the amount of \$150,000 to the County Administrator Office of Recovery & Resiliency budget for the legal services agreement and \$50,000 to County Counsel budget for related County Counsel services.
- (4/5th Vote Required)

**GENERAL SERVICES**

12. Boyes Hot Springs Area Parking and Parking Enforcement:
- Consider the following recommendations relating to parking on several County owned and managed properties in the Boyes Hot Springs area in order to establish and enforce public short-term parking for the area.
- A) Authorize the Director of General Services to evaluate and, based on conditions assessment, neighborhood and stakeholder input, and other relevant considerations, revise the county property plan as necessary to reflect appropriate parking and vehicle regulations for the subject property(s), in accordance with Sonoma County Municipal Code section 18-1.
  - B) Adopt a resolution approving budget adjustment to the FY 18-19 Budget in the amount of \$16,681 to add a limited term (2 years) 0.5 FTE Community Services Officer I and assignment of appropriate fleet vehicle, using District 1 Community Investment Measure L Funds for the purpose of enforcing parking regulations on County property along the Highway 12 corridor in the Boyes Hot Springs area, with an estimated annualized cost of \$50,582.
- (4/5th Vote Required)(First District)

**HEALTH SERVICES**

13. Contracting for Behavioral Health Services:
- Receive update on redesign of the mental health delivery system and approve contracting out of behavioral health services to network providers.
14. California Health Facilities Financing Authority Peer Respite Care Grant Program:
- Adopt a resolution accepting a Peer Respite Care Grant Program award of \$750,000 from the California Health Facilities Financing Authority for a peer respite care facility and authorizing the Department of Health Services Director to execute the grant agreement.

**HUMAN SERVICES**

15. Contract Amendments for Child Welfare Services:
- A) Authorize the Human Services Department Director to approve a \$40,000 increase to the California Parenting Institute contract for Parent Orientation & Parent Mentoring for a new contract total of \$316,780 which is used to provide services to families involved in Child Welfare Service.
  - B) Authorize the Human Services Department Director to approve a \$50,000 increase to the California Parenting Institute contract for Resource Family Training Services for a corrected contract total of \$158,000 for housing and support services to former foster youth.

**REGIONAL PARKS**

16. Spud Point Marina Fuel Piping Replacement – Award Bid:
- A) Approve the specifications, plans, and forms for the construction of the Spud Point Marina Above-Ground Fuel Piping Replacement Project
  - B) Award the bid for construction for the Spud Point Marina Above-Ground Fuel Piping Replacement Project to enhance visitor amenities and replace aging infrastructure, to Balch Petroleum & Builders, Inc. in the amount of \$492,000, and authorize the Chair of the Board to execute the contract.
  - C) Adopt a resolution authorizing the transfer of \$200,000 from the General Fund Deferred Maintenance Fund to supplement project funding to be repaid from the Spud Point Enterprise Fund over a period of five fiscal years.  
(4/5<sup>th</sup> Vote Required)(Fifth District)

**APPOINTMENTS/REAPPOINTMENTS**

17. Approve the Reappointment of Bill Smith and Jenny Gomez to the Dry Creek Valley Citizens Advisory Council for a two year term ending December 31, 2020. (Fourth District)

**PRESENTATIONS/GOLD RESOLUTIONS**

**PRESENTATION ON A DIFFERENT DATE**

18. Adopt a Gold Resolution recognizing the accomplishments of George Rose who is receiving the Nick Frey Community Contribution Award. (Fourth District)
19. Adopt a Gold Resolution recognizing the retirement of Ben Stone from the Economic Development Board on April 30, 2019. (Economic Development Board)

**III. 8:45 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.)

**IV. REGULAR CALENDAR**

**SONOMA COUNTY WATER AGENCY**

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

20. Airport-Larkfield-Wikiup Sanitation Zone Larkfield Estates Collection System Project Approval: The Airport-Larkfield-Wikiup Sanitation Zone Larkfield Estates Collection System Project will provide sewage service to persons displaced by the Sonoma Complex Fires and will promote the transition of individuals into long term shelter with reliable wastewater service.
- A) Approve the Airport-Larkfield-Wikiup Sanitation Zone Larkfield Estates Collection System Project.
  - B) Authorize the Water Agency's General Manager to execute agreements to acquire the property rights needed for construction of Larkfield Estates Collection System Project for the total appraised value of all property rights necessary for the project, estimates at no more than \$55,000 in the form generally provided to the Board, with the approval of County Counsel, and to execute such other documents and take such other actions as are necessary to complete the transactions.
  - C) Authorize the General Manager to offer to reimburse owners up to \$5,000 for an independent appraisal.
  - D) Adopt a Resolution Introducing, Reading the Title of, and Waiving Further Reading of an Ordinance of the Board of Directors of the Sonoma County Water Agency amending sections 3.29 and 3.30 of the Sonoma County Water Agency Sanitation Code.
  - E) Adopt a Resolution Authorizing the Financing Program for sewer construction costs and sewer connection fees for the Larkfield Estates Collection System Project.
  - F) Approve the financing documents for the Financing Program.
  - G) Authorize the General Manager to execute agreements with each applicant within the Project area who commit to connect to the collection system, thereby providing a 30-year sewer construction cost loan for an amount up to the pro-rata share of the design and construction costs.
  - H) Authorize the General Manager to execute agreements with each applicant within the Project area providing a 20-year loan to finance the sewer Connection Fees for Persons Displaced by the Sonoma Complex Fires.
  - I) Approve the Commitment Letter and set date for commitment letters to be received in order to participate in the Project, and set the date for Connection Fee Assessment Agreements and Construction Costs Assessment Agreements to be received in order to participate in the Financing Program.
- (4/5th Vote Required)(Fourth District)

**BOARD OF SUPERVISORS**

21. Fee Waiver:  
Approve fee waiver in the amount of \$4,636 for permit and health fees for the Forestville Youth Park's annual parade, to be held on June 1 & 2, 2019. (Fifth District)

**V. PUBLIC COMMENT ON CLOSED SESSION ITEMS**

## **VI. CLOSED SESSION CALENDAR**

22. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Bradford Burke vs. County of Sonoma Workers’ Compensation Appeals Board Nos. ADJ9536217 & ADJ9557969 (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 – *Brian Parks vs. County of Sonoma Workers’ Compensation Appeals Board Nos. Unassigned* (Government Code Section 54956.9(d)(2).)
24. The Board of Supervisors, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission and the Board of Directors of the Sonoma Valley County Sanitation District will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – California North Bay Fire Cases, San Francisco Superior Court, JCCP 4955 (Government Code Section 54956.9(d)(1).)
25. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – California Public Utilities Commission Proceedings, including Rulemaking 18-10-1007, 18-12-005, 17-05-010, and Application 18-12 009. (Government Code Section 54956.9(d)(1).)
26. The Board of Directors of the Sonoma County Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Alfred Bordessa and Joseph Bordessa, as Successor-Trustees of the Bruno Bordessa and Dorothy Bordessa Revocable Intervivos Trust (Created by Declaration of Trust Dated June 12, 2000) v. The Sonoma County Agricultural Preservation and Open Space District; and, Does 1 through 20, inclusive. Sonoma County Superior Court Case No. SCV 256943 (Government Code Section 54956.9(d)(1).)
27. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation: Sonoma County Association of Retired Employees (SCARE) v. Sonoma County, U.S. District Court Case Number CV-09-4432 CW (Government Code §54956.9(d)(1)).
28. The Board of Supervisors will consider the following in closed session: Conference with Real Property Negotiators – Negotiator for the County: Caroline Judy, Director, General Services Department; Negotiator for the Potential Tenant (PEP Housing): Mary Stompe, Executive Director. Under Negotiation: Terms and conditions of possible lease of County-owned property for PEP Housing at Los Guillicos, Santa Rosa, 95409. (Government Code Section 54956.8.)
29. The Board of Supervisors and the Board of Directors of the Sonoma County Water Agency will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Potter Valley Hydroelectric Project, FERC Project No. 77. (Government Code Section 54956.9(d)(1).)
30. The Board of Supervisors will consider the following in closed session: Conference with Real Property Negotiators – Negotiator for the County: Caroline Judy, Director, General Services Department; Negotiator for the Sonoma County Fair: Becky Bartling, Chief Executive Director, Sonoma County Fair. Under Negotiation: Terms and conditions of real property transaction regarding Sonoma County Fairgrounds. (Government Code Section 54956.8.)

31. The Board of Supervisors, the Board of Directors of the Water Agency, the Board Commissioners of the Community Development Commission, and the Board of Directors of The Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Labor Negotiators: Christina Cramer/Janie Carduff, County of Sonoma, and Rick Bolanos/Heather Coffman, Liebert Cassidy & Whitmore. Employee Organizations: All. Unrepresented employees: All, including retired employees. (Government Code section 54957.6).

## **VII. REGULAR AFTERNOON CALENDAR**

### **32. RECONVENE FROM CLOSED SESSION**

### **33. REPORT ON CLOSED SESSION**

## **GENERAL SERVICES**

34. Campus Parking Changes and Replacement Parking Improvements:  
Consider multiple recommendations relating to parking on the County Government Center campus in order to provide sufficient parking for employees and the public as a result of displacement due to construction of the new State Courthouse.
- A) Authorize General Services Director to take all necessary steps to proceed with parking solutions including creating new spaces on the Mendocino Lot (P26) , Net Fleet Lot (P28), reconditioning the current Probation SAC and Regional Parks' yards, realigning County Center Drive with added street parking, and implementing an assigned parking program.
  - B) Authorize the General Services Director to identify and return to the Board with potential real estate lease(s) to facilitate relocation of the Probation SAC and Regional Parks yard.
  - C) Adopt a resolution authorizing the budgetary transfer of Fleet Accumulated Outlay funds in the amount of \$161,664 to proceed with the cleanup of the Probation SAC and Regional Park's yard to allow for Fleet Motor Pool parking.
  - D) Adopt a resolution authorizing the budgetary transfer of General Fund contingencies in the amount of \$494,259 to proceed with the capital projects needed to expand parking on campus. (4/5th Vote Required)

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

35. 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>)

### **36. ADJOURNMENT**

**NOTE: The next Regular meeting will be held on February 26, 2019, at 8:30 a.m.**

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

**March 12, 2019** - Permit and Resource Management: UPE15-0115 Appeal, Freestone Cheese Shop





## 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 Supervisors of the County of Sonoma, Board of Directors of the Sonoma County Water Agency, Board of Commissioners of the Community Development Commission, and Board of Directors of the Sonoma County Agricultural Preservation and Open Space District

**Board Agenda Date:** February 5, 2019

**Vote Requirement:** Majority

**Department or Agency Name(s):** Human Resources

**Staff Name and Phone Number:**

Janie Carduff, (707) 565-3995

**Supervisorial District(s):**

**Title:** Amendments to Salary Resolution Number 95-0926.

### **Recommended Actions:**

Adopt a Concurrent Resolution amending use of accrued sick leave for extra-help employees covered by Salary Resolution Number 95-0926.

### **Executive Summary:**

This action incorporates changes to the number of accrued Sick Leave hours Extra-Help employees can use in an employee's annual period from thirty-six (36) to forty-eight (48) hours under Salary Resolution 95-0926 (Salary Resolution). This change is consistent with changes agreed to in recent negotiations between the County and Service Employees' International Union Local 1021 (SEIU) for Extra-help classifications represented by SEIU. The change to the Salary Resolution becomes effective upon approval of the Board of Supervisors.

### **Discussion:**

Salary Resolution 95-0926 (Salary Resolution) covers unrepresented Extra-Help employees in the County. Employees hired as Extra-Help in a classification represented by SEIU are covered by the Memorandum of Understanding between The County and SEIU. Also on the Board's agenda today is an item requesting adoption of a side letter agreement between the County and SEIU which includes an increase in the number of hours of accrued sick leave an extra-help employee represented by SEIU can use in an employee's annual period from thirty six (36) to forty eight (48) hours.

This item provides equitable benefits across employee groups within the County.

The County recently concluded meeting and conferring with SEIU regarding Extra-Help issues which included leaves. The County and SEIU agreed to increase the number of earned sick leave hours Extra-Help employees are permitted to use in an annual period from thirty six (36) hours to forty eight (48)

hours. Extra-help employees currently accrue sick leave at a rate of one hour per thirty (30) hours worked up to a maximum accumulation of seventy two (72) hours. This action does not change the number of hours that can be accumulated, only the number of hours that can be used.

**Prior Board Actions:**

Amendments to Salary Resolution, December 11, 2018, Resolution #18-0504  
 Amendments to Salary Resolution, July 10, 2018, Resolution # 18-0260

**Strategic Plan Alignment**      Goal 3: Invest in the Future

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			

**Narrative Explanation of Fiscal Impacts:**

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

1. Concurrent Resolution
2. Attachment A – Amendments to Salary Resolution

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



County of Sonoma  
State of California

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Date: February 5, 2019

Item Number: \_\_\_\_\_  
Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, The Board of Directors of the Sonoma County Water Agency, Sonoma County Agricultural Preservation and Open Space District, The Board of Commissioners of the Sonoma County Community Development Commission, Amending Salary Resolution 95-0926 to change the use of accrued sick leave for Salary Resolution Number 95-0926 for respective Extra-Help employees.**

**Whereas**, Salary Resolution No. 95-0926 provides compensation, benefits, and terms and conditions of employment for Confidential, Unrepresented, Administrative Management, Department Heads, and Elected Officials of the County of Sonoma and other affiliated public agencies under the direction of the Board of Supervisors/Directors/Commissioners; and

**Whereas**, the County wants to provide comparable use of accrued sick leave for all Extra-Help employees; and

**Whereas**, the proposed amendments to the Salary Resolution are consistent with negotiated changes to use of accrued sick leave for extra-help employees represented by SEIU; and

**Whereas**, the County has evaluated all legal requirements under Government Code Sections 23026, 31515.5, 7507, and 31516; and

**Whereas**, the proposed changes to Salary Resolution 95-0926 do not include changes in costs associated with pension or other postemployment benefits, and there are no negative funding impacts to the Sonoma County Employee Retirement Association; and

**Whereas**, Salary Resolution 95-0926 has no specific term and can be amended at any time.

**Now, Therefore, Be It Resolved** that various sections of Salary Resolution 95-0926 are approved, as amended, as outlined in Attachment A which is attached and incorporated by reference herein;

Resolution #

Date:

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**Be It Further Resolved** that the County Administrator, Director of Human Resources, and Auditor-Controller-Treasurer-Tax Collector have the authority to take any necessary administrative actions to implement the provisions of this resolution, including the authority to execute administrative changes to plan documents and the Salary Resolution as needed and/or make corrections of a non-financial nature.

**Supervisors:**

Gorin:

Zane:

Gore:

Hopkins:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

**Amendments to Salary Resolution 95-0926  
February 5, 2019**

**SECTION 23 - SICK LEAVE**

23.2 Sick Leave Benefit for Extra Help Employees

For the purposes of this Section 23.2: “Extra Help” includes employees working in Temporary, Intermittent, Seasonal, or Paid Intern positions, as defined in the County’s Civil Service Rules. The provisions of this section do not apply to Retiree Extra Help, Volunteers or Student Volunteers.

23.2.1 Annual Period- Extra Help: The annual period is a calendar year. For new Extra Help employees who begin mid-year, the annual period begins on the employee’s first day of work, restarts on January 1, and runs on a calendar year basis thereafter.

23.2.2 Eligibility – Extra Help Employees:

Effective July 1, 2015, Extra Help employees are eligible for sick leave benefits as describe in this section 23.2 after thirty (30) calendar days of employment with the County. A break in service does not restart the 30 day eligibility period unless the break is a year or more from the end of the last pay period in which the employee was in paid status.

23.2.3 Accrual - Extra Help Employees:

Extra Help accrue and accumulate sick leave at a rate of 1 hour per 30 hours worked, including overtime (pending further clarification or interpretation of the law), up to a maximum accumulation of seventy-two (72) hours. Accrued sick leave hours, when used, do not accrue additional sick leave hours. Accrual begins from the first day of work, but accrued time may not be used until the first pay period following completion of the 30 day eligibility requirement. Leave may not be used in advance of accrual, and is considered “accrued” on the first day of the subsequent pay period. Hours spent on Jury Duty, County release time, or County approved educational leave or training will count toward accrual of sick leave hours.

23.2.4 Accrual – Restoration Of Accrued Time

When an Extra Help employee separates an assignment and returns to County employment within one year of the termination date, any accrued sick leave remaining on account will be restored to the employee’s Extra Help sick leave bank upon re-hire. If the termination date is in the middle of the pay period, end of pay period date will apply.

23.2.5 Accrual – Change in Employment Status  
Refer to Section 23.3.

23.2.6 Sick Leave – Use, Extra Help

23.2.6.1 Use Limits – Extra Help

Earned sick leave credits may, with the approval of the Department Head, be used by the employee in increments of not less than 1 hour, and not to exceed forty-eight (48) ~~thirty-six (36)~~ hours in the employee's annual period. Accrued paid sick leave must be used prior to using leave without pay for sick leave eligible events except as allowed under CFRA qualifying leaves, below. When used, sick leave hours are not considered hours worked and do not accrue additional hours of sick leave. The hours are included in merit hours.

23.2.6.2 Use – Extra Help, Non- FMLA/CFRA/PDL Leave:

Accrued sick leave for incidents other than FMLA/CFRA/PDL qualifying events may be used as follows:

- A. Employee Illness: during the employee's own incapacity due to illness or injury;
- B. Employee Treatment or Examination: during the time needed by the employee to undergo medical or dental treatment or examination;
- C. Family Member: For diagnosis, care or treatment of an existing health condition of, or preventative care for the employee family member. For leave under this section 23.2.5.2, "family member" is defined as a:
  - 1. child (defined as biological, adopted, or foster child, stepchild, legal ward, or a child to who the employee stands in place of a parent, regardless of age or dependency status);
  - 2. parent (defined as a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in place of a parent when the employee was a minor child);
  - 3. employee's spouse or registered domestic partner;
  - 4. grandparent, grandchild, or sibling of the employee or the employee's spouse or registered domestic partner.
- D. Domestic Violence, Sexual Assault, Stalking: When an employee is a victim of domestic violence, sexual assault or stalking, to work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of themselves or their child(ren); to seek medical attention for injuries caused by domestic violence, sexual assault or stalking; obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking; obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; participate in safety planning or take other actions to increase

safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Use of paid sick leave for any reasons under this section 23.2.5.2 may not exceed ~~thirty-six (36)~~ forty-eight (48) hours in an annual period unless extended by joint action of the employee's Department Head and the Director of Human Resources by reason of exceptional hardships.

California "Kin Care" (Labor Code 233) provides that an employee may use an amount of paid sick leave each calendar year that is equal to the amount of time that would normally accrue in six month period, and may be used in the same manner as other sick leave described in this section 23.2.6.2. Kin Care provisions run concurrent with other protected leaves and do not extend the maximum period of leave to which the employee is entitled to under FMLA or CFRA.

23.2.6.3 Use – Extra Help, FMLA/CFRA/PDL Qualifying Leave:

Extra Help employees may be eligible for protected leave under the family Medical Leave Act (FMLA), the California Family Rights Act (CFRA), or the Pregnancy Disability Act (PDA), for certain, qualifying events. FMLA/CFRA/PDL eligibility requirements are detailed under Section 24.3 and in the County's Medical Leave Policy. The same qualifying reasons, definitions of family members, and eligibility requirements apply to Extra Help and employees in allocated positions, and are outlined in 23.1.3.2, above.

23.2.7 Extra Help Sick Leave – Required Documentation

23.2.7.1 Documentation for Paid Sick Leave: Accrued sick leave used by an employee in each annual period (up to ~~36~~ 48 hours annually) will be applied to and subject to the provisions of all applicable paid sick leave laws. During this period, if the need for paid sick leave is foreseeable, the employee shall provide reasonable advanced notice. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. If the County has reasonable suspicion of sick leave abuse, a signed medical certification may be required for each use of accrued sick leave to the extent permissible by law. If use of time under this section is a FMLA or CFRA qualifying event, medical certification for those programs is required in accordance with the law and as outlined in the Medical Leave Policy (same requirements as Allocated employees).

23.2.7.2 Documentation for Unpaid Sick Leave: For any leave in excess of ~~48~~ 36 hours in an annual period, or any unpaid sick leave, a signed medical certification may be required for each use of leave. Reasonable medical certification of incapacity (if applicable) shall be required for any leave of more than forty-eight (48) hours



duration.

- 23.2.7.3 Reasonable certification may be required, within a reasonable time after the absence, when an unscheduled absence occurs to obtain relief if the employee is a victim of domestic violence, sexual assault, or stalking, in accordance with Section 23.2.6.2(d) of this Agreement. Such certification shall be treated as confidential. Certification may be provided directly to Human Resources and shall not be disclosed to any person except to the affected employee, or as provided by law.

### 23.3 Change in Employment Status – Extra Help to Allocated / Allocated to Extra Help

#### 23.3.1 Extra Help to Allocated Position:

For an Extra Help employee who begins an allocated assignment within one year of separation of an Extra Help assignment, any accrued and unused Extra-Help sick leave hours on account will carry forward with the employee. If the separation date is in the middle of the pay period, pay period end date will apply. Hours carried forward may be used, subject to the following restrictions:

1. Extra Help sick leave hours must be used prior to using sick leave accrued as a regular employee;
2. Extra Help sick leave hours have no cash value; and
3. Extra Help hours are not eligible for conversion to service credit at regular retirement (pursuant to Section 23.4).

The employee's annual period will be changed to the date they start in the new position.

#### 23.3.2 Allocated Position to Extra Help:

For an employee assigned to an allocated position who begins an eligible Extra Help assignment within one year of separation from an allocated position, any accrued sick leave remaining on account will be restored to the employee as Extra Help sick leave, up to the cap of 72 hours, and may be used subject to the limits and provisions for use of Extra Help sick leave outlined in Section 23.2 (Sick Leave Benefit for Extra Help Employees). If an employee returns to an allocated position within one year of separation from an allocated position, the provision of 23.1.2 will apply, except that any sick leave hours used or accrued during the extra help period will be factored against the employees former leave balance. If the separation date is in the middle of the pay period, pay period end date will apply.

The employee's annual period will be changed to the date they start in the new position.

### 23.4 Sick Leave - Conversion at Regular Retirement

For each Unrepresented Administrative Management, Unrepresented Confidential, or other Unrepresented employee separating from County services on regular, non-disability retirement shall convert one-hundred percent (100%) of unused sick leave remaining to such employee's credit at the time of retirement to retirement service credit as provided by Government Code Section 31641.03, excepting that Extra Help sick leave hours are not eligible for conversion to retirement service credit.

23.5 Sick Leave – Payoff at Regular Retirement

Each Unrepresented Administrative Management, Unrepresented Confidential, or other Unrepresented employee who separates from County service on regular non-disability retirement, who reaches 100% of retirement benefit allowed by law, and who is prevented by law from converting some or all of the employee's remaining unused sick leave to service credit under section 23.4 (Sick Leave – Conversion at Regular Retirement), the County shall pay the monetary equivalent of twenty-five percent (25%) of all unused sick leave remaining to such employee's credit at the time of separation, computed on the basis of the employee's base hourly rate. Extra help sick leave is not eligible for this provision.

23.6 Sick Leave – Distribution at Death or Layoff

The County shall pay each employee who separates from County service by death or layoff, the monetary equivalent of 25% of all unused sick leave remaining to such employee's credit as of the time of separation, computed on the basis of such employee's base hourly pay. Extra help sick leave is not eligible for this provision.

23.7 Sick Leave - Distribution at Disability Retirement

The County shall pay each Unrepresented Administrative Management, Unrepresented Confidential, or other Unrepresented employee separated from County service by disability retirement at such employee's base hourly rate for all unused sick leave remaining to such employee's credit as of the time of separation. This Section shall not apply to an employee separated from County service by a service retirement. The County shall not pay an employee under this Section for any sick leave hours donated to the employee by other employees under a catastrophic leave benefit. Extra help sick leave is not eligible for this provision.

23.8 Medical Examinations

An appointing authority may direct any employee to undergo a medical examination to determine the employee's mental and physical capacity to perform the duties of the employee's position. Each determination that an employee is or is not capable of performing the duties of the employee's position will be made available to the appointing authority and the employee concerned. Each such examination shall be paid by the department requesting the examination.



## 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 Supervisors of the County of Sonoma, Board of Directors of the Sonoma County Water Agency, Board of Commissioners of the Community Development Commission, and Board of Directors of the Sonoma County Agricultural Preservation and Open Space District

**Board Agenda Date:** February 5, 2019

**Vote Requirement:** Majority

**Department or Agency Name(s):** Human Resources

**Staff Name and Phone Number:**

Janie Carduff, (707) 565-3995

**Supervisorial District(s):**

**Title:** Side Letter to the Memorandum of Understanding between the County of Sonoma and Service Employees' International Union, Local 1021.

### **Recommended Actions:**

Adopt a Concurrent Resolution approving a Side-Letter Agreement that addresses use of accrued sick leave and training for Extra-Help employees represented by SEIU, and agreement for the County and SEIU to meet annually and discuss Extra-Help usage.

### **Executive Summary:**

The County of Sonoma and Service Employees' International Union Local 1021 (SEIU) agreed to meet and confer during the term of the 2017-2018 Memorandum of Understanding (MOU) extension to address Extra-Help issues. This action incorporates changes in the MOU to include that Extra-Help employees are eligible to attend County training classes with approval from the County, the number of hours of accrued Sick Leave hours Extra-Help employees can use in an employee's annual period is increased from thirty-six (36) to forty-eight hours (48), and the County and the Union will meet annually before budget hearings to review and discuss Extra-Help usage. The County and SEIU met and conferred and reached a Side-Letter Agreement (Attachment A).

### **Discussion:**

Extra-Help employees hired as Extra-Help in SEIU represented job classifications, are represented by SEIU, and covered by the MOU between the County and SEIU. All other Extra-Help job classifications in the County are covered by Salary Resolution.

The County met and conferred with SEIU to address Extra-Help issues identified during negotiations. The County and SEIU reached agreement on a side letter that includes training, usage limits of accrued sick leave, and annual meetings for the County and SEIU to review Extra-Help usage.

Also on the Board’s agenda today is an item requesting an amendment to the Salary Resolution to increase the number of earned sick leave hours Extra-Help employees covered by the Salary Resolution are permitted to use in an annual period from thirty six (36) hours to forty eight (48) hours.

Training – Extra-Help

The County and SEIU met and conferred on training eligibility for Extra-Help employees. The County and SEIU agreed that Extra-Help employees are eligible to attend training classes with advanced approval from the County. If the training is scheduled during the employee’s work, attendance will be considered work time. If the employee is not scheduled to work during non-mandatory scheduled training, attendance is optional and participation is on the employee’s own time.

Sick Leave – Use, Extra-Help

The County and SEIU met and conferred regarding Extra-Help, Sick Leave. The County and SEIU agreed to increase the permitted use of Sick Leave accruals in Extra-Help employees’ annual period from thirty six (36) hours to forty eight (48) hours.

Extra-Help Meetings

The County and SEIU agreed to meet annually prior to budget hearings for the purpose of reviewing and discussing Extra-Help usage.

**Prior Board Actions:**

18-0263, 7/10/18, SEIU MOU Extension

**Strategic Plan Alignment**      Goal 3: Invest in the Future

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
1. Attachment A – Side Letter Agreement between County of Sonoma and SEIU 1021, December, 21, 2018			
<b>Related Items “On File” with the Clerk of the Board:</b>			



County of Sonoma  
State of California

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Date: February 5, 2019

Item Number: \_\_\_\_\_  
Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, The Board of Directors of the Sonoma County Water Agency, Sonoma County Agricultural Preservation and Open Space District, The Board of Commissioners of the Sonoma County Community Development Commission, Approving a Side-Letter Agreement Between the County of Sonoma and The Service Employees' International Union, Local 1021.**

**Whereas**, the Service Employees' International Union, Local 1021, is a recognized employee organization representing bargaining units 01, 05, 10, 25, 80, and 95; and

**Whereas**, the County agreed to meet and confer with representatives of SEIU to address Extra-Help issues; and

**Whereas**, the County and SEIU met and conferred and have reached a tentative agreement on the terms and conditions of a Side-Letter Agreement to be recommended to the Board of Supervisors and Board of Directors for approval; and

**Whereas**, the terms and conditions of the Side-Letter Agreement are within the prescribed authority of this Board; and

**Whereas**, the County has satisfied its obligation under Government Code Section 3505 and the County Employee Relations Policy to meet and confer over the terms and conditions of employment contained in the recommended Side-Letter Agreement (Attachment A);

**Now, Therefore, Be It Resolved** that this Board hereby approves the Side-Letter Agreement (Attachment A), which is attached and incorporated by reference herein.

**Be It Further Resolved** that the terms and conditions of the Side-Letter Agreement shall be effective upon Board approval, except as specified otherwise in the Side-Letter Agreement.

Resolution #

Date:

Page 2

**Be It Finally Resolved** that the County Administrator, Director of Human Resources, and Auditor-Controller-Treasurer-Tax Collector have the authority to take any necessary administrative actions to implement the provisions of this resolution, including the authority to execute administrative changes to plan documents and MOUs as needed and/or make corrections of a non-financial nature.

**Supervisors:**

Gorin:

Zane:

Gore:

Hopkins:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

SIDE LETTER AGREEMENT BETWEEN  
COUNTY OF SONOMA AND  
SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 1021

December 21, 2018

The County of Sonoma ("County") and Service Employees' International Union Local 1021 ("Union"), agreed to meet and confer during the term of the Memorandum of Understanding (MOU), to address extra help issues including definitions, accrual of paid leaves, and path to permanent status.

The County and the Union met and conferred and have agreed to the following changes and additions to the MOU:

New Section:

11.4 Training – Extra Help

Extra-Help Employees are eligible to attend training classes with advanced approval from the County. If the class is scheduled on a day and time when the employee is scheduled to work, attendance at the class will be considered work time. If the employee is not scheduled to work during the time the class is scheduled, attendance at optional classes will be on the employees own time. Mandatory training will be considered work time.

16.2.6 Sick Leave – Use, Extra Help

16.2.6.1 Use Limits – Extra Help

Earned sick leave credits may, with the approval of the Department Head, be used by the employee in increments of not less than 1 hour, and not to exceed ~~thirty-six~~ forty-eight (3648) hours in the employee's annual period. Accrued paid sick leave must be used prior to using leave without pay for sick leave eligible events except as allowed under CFRA qualifying leaves, below. When used, sick leave hours are not considered hours worked and do not accrue additional hours of sick leave. The hours are included in merit hours.

16.2.6.2 Use – Extra Help, Non-FMLA/CFRA/PDL Leave:

Accrued sick leave for incidents other than FMLA/CFRA/PDL qualifying events may be used as follows:



- a) Employee Illness: during the employee's own incapacity due to illness or injury;
  
- b) Employee Treatment or Examination: during the time needed by the employee to undergo medical or dental treatment or examination;
  
- c) For Care of Family Member: For diagnosis, care or treatment of a health condition of, or preventative care for the employee family member. For leave under this section 16.2.6.2, "family member" is defined as a:
  - 1. child (defined as biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in place of a parent, regardless of age or dependency status);
  
  - 2. parent (defined as a biological, foster, or adoptive parent, step parent, a legal guardian, or other person who stood in place of a parent to the employee or the employee's spouse or domestic partner when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in place of a parent to the employee as a child.)
  
  - 3. employee's spouse or domestic partner, as defined in Article 3 of the MOU;

4. grandparent, grandchild, or sibling of the employee or the employee's spouse or domestic partner, as defined in Article 3 of the MOU.

d) Domestic Violence, Sexual Assault, Stalking: When an employee is a victim of domestic violence, sexual assault or stalking, to work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of themselves or their child(ren); to seek medical attention for injuries caused by domestic violence, sexual assault or stalking; obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking; obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; participate in safety planning or take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Use of paid sick leave under this section 16.2.6.2 may not exceed ~~thirty-six~~forty-eight (36) (48) hours in an annual period except as necessary to comply with Kin Care requirements, or unless extended by joint action of the employee's Department Head and the Director of Human Resources by reason of exceptional hardships.

California "Kin Care" (Labor Code 233) provides that an employee may use an amount of paid sick leave each calendar year that is equal to the amount of time that would normally accrue in six month period, and may be used in the same manner as other sick leave as described in this section 16.1.3.1. Kin Care provisions run concurrent with other protected leaves and do not extend the maximum period of leave to which the employee is entitled to under FMLA or CFRA.

### 16.2.6.3 Use – Extra Help, FMLA/CFRA/PDL Qualifying Leave:

Extra Help employees may be eligible for protected leave under the Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA), or the Pregnancy Disability Act (PDA), for certain, qualifying events. FMLA/CFRA/PDL eligibility requirements are detailed under Section 17.3 and in the County's Medical Leave Policy. The same categories of use, definitions, and eligibility requirement for use apply to Extra Help employees and allocated employees, and are outlined in 16.1.3.2, above.

### 16.2.7 Extra Help Sick Leave – Required Documentation

#### 16.2.7.1 Documentation for Paid Sick Leave:

Accrued sick leave used by an employee (up to ~~36~~ 48 hours annually) will be applied to and subject to the provisions of all applicable paid sick leave laws. During this period, if the need for paid sick leave is foreseeable, the employee shall provide reasonable advanced notice. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. If the County has reasonable suspicion of sick leave abuse, a signed medical certification may be required for each use of accrued sick leave to the extent permissible by law. If use of time under this section is a FMLA or CFRA qualifying event, medical certification for those programs are required in accordance with the law and as outlined in the Medical Leave Policy (same requirements as Allocated employees).

#### 16.2.7.2 Documentation for Any Leave in Excess of ~~36~~ 48 Hours:

Documentation for any leave in excess of ~~36~~ 48 hours in an annual period, or any unpaid sick leave, a signed medical certification may be required for each use of leave. Reasonable medical certification of incapacity (if applicable) shall be required for any leave of more than forty-eight (48) consecutive hours duration.

#### 16.2.7.3 Reasonable Certification May Be Required

Reasonable certification may be required, within a reasonable time after the absence, when an unscheduled absence occurs to obtain relief if the employee is a victim of domestic violence, sexual assault, or stalking, in accordance with Section 16.2.6.2(d) of this Agreement. Such certification shall be treated as confidential. Certification may be provided directly to Human Resources and shall not be disclosed to any person except to the affected employee, or as provided by law.


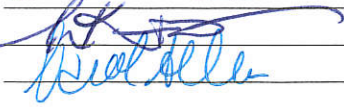
New Section:

18.21 Extra-Help Meetings

The County and the Union will meet annually prior to budget hearings for the purpose of review and discussion of extra-help usage.

1. This Side Letter sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
2. SEIU agrees that the County has met its obligation to meet and confer on the contents of this Side Letter.
3. No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.
4. The waiver of any breach, term or condition of this Side Letter by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

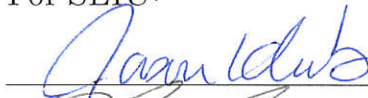
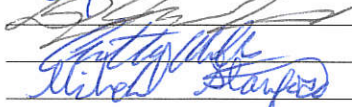
For the County:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

Date

1/9/19

For SEIU:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

Date



## 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:** Sonoma County Board of Supervisors  
Board of Directors of the Sonoma County Water Agency  
Board of Directors of the Sonoma County Agricultural Preservation and Open Space District  
Board of Commissioners of the Community Development Commission  
Board of Directors of the Northern Sonoma County Air Pollution Control District

**Board Agenda Date:** February 5, 2019

**Vote Requirement:** Majority

**Department or Agency Name(s):** Human Resources

**Staff Name and Phone Number:**

Heidi Fowers, Risk Control Manager 565-2940

**Supervisorial District(s):**

All

**Title:** Occupational Safety and Health Consulting Agreements

### **Recommended Actions:**

Authorize the Human Resources Director to execute agreements with Briotix Health, BSI Services & Solutions, California Industrial Hygiene Services, The Cohen Group, Harris & Lee Environmental Services, NV5, Ramboll US Corporation, Safety Center and Wood Environmental & Infrastructure Solutions to provide occupational safety and health consultation services effective through December 31, 2021, in various amounts from \$75,000 up to \$200,000, with an option to renew for an additional two year term at the discretion of the Human Resources Director.

Authorize the Human Resources Director to increase the spending cap by up to \$50,000 per term on any of the agreements as necessary.

### **Executive Summary:**

Safety consulting services are coordinated and administered by Human Resources, Occupational Safety and Health, who utilizes these services directly and/or recommends qualified safety and environmental compliance consultants to departments, districts and agency staff to address specific matters.

To ensure the County receives the best safety consulting and training services at the most competitive rates, and to ensure an adequate number of available resources for the County Safety Management program, Human Resources conducted a Request for Proposals (RFP) on November 9, 2018. Eleven proposals were received and evaluated by Human Resources and County Counsel staff, who selected 9 firms. The selected consultants have specialized qualifications in the areas of occupational safety, industrial hygiene, ergonomics, environmental compliance and training to address County employee safety needs. The agreements are all fee-for-service contracts with no minimum amount of work

guaranteed to any vendor. Fees range from \$75 to \$328 per hour, depending on the level of expertise, experience, and area of specialty.

The requested Board action authorizes the Human Resources Director to;

- a) Execute master agreements for safety consulting services with each of the following nine vendors for a three year term from January 1, 2019 through December 31, 2021, with a contract maximum for each vendor as indicated; Briotix Health (\$200,000), BSI Services & Solutions (\$150,000), California Industrial Hygiene Services (\$200,000), The Cohen Group (\$75,000), Harris & Lee Environmental Services (\$200,000), NV5 (\$100,000), Ramboll US Corporation (\$200,000), Safety Center (\$75,000) and Wood Environmental & Infrastructure Solutions (\$200,000).
- b) Renew any or all of these agreements for an additional two year term, at the Human Resources Director's discretion, based on the service needs of the County – with contract maximums for the additional term as follows; Briotix Health (\$130,000), BSI Services & Solutions (\$100,000), California Industrial Hygiene Services (\$130,000), The Cohen Group (\$50,000), Harris & Lee Environmental Services (\$230,000), NV5 (\$65,000), Ramboll US Corporation (\$130,000), Safety Center (\$50,000) and Wood Environmental & Infrastructure Solutions (\$130,000).
- c) Amend any or all of the agreements to increase the contract maximum by up to \$50,000 per each of the two contract periods as necessary based on the County's service needs.

**Discussion:**

The County of Sonoma has a long history of commitment to providing a safe and healthy workplace in which to deliver governmental services beginning with the inception of the County Safety Program in 1956. The Board adopted a Safety Management Policy and Safety Management Program in 2008 that reaffirms the County's commitment to providing a safe and healthy workplace and defines the responsibilities of department, district and agency heads in implementing and administering the Safety Management Program.

The Safety Management program includes provisions and methods that direct the development of effective programs to manage occupational health and safety, injury prevention, hazardous materials management, fire prevention and emergency preparedness. These programs are developed based on the specific hazards and exposures for each worksite. Examples of specific safety programs include: Aerosol Transmissible Disease (ATD); Bloodborne Pathogens; Confined Space Entry; Construction Safety; Equipment Operation; Emergency Action Plans; Ergonomics; Fall Protection; Indoor Air Quality; Lab Safety; Respiratory Protection Program; and Workplace Violence Prevention.

There are circumstances that warrant the use of safety consultants with expertise in a particular area to develop programs and/or respond to workplace hazards. These vendors were selected based upon their specialized qualifications in the areas of occupational safety, industrial hygiene, ergonomics, environmental compliance, and training to address County employee safety needs. With the establishment of a pool of qualified safety, industrial hygiene, environmental and training vendors, HR is be able to more appropriately provide County departments with the level of service and expertise needed.

As a result of the selection process, HR recommends the County execute agreements, administered by the Human Resources Department with the following nine firms as it is believed that they are best qualified and, accordingly, most appropriate to meet both the anticipated and unanticipated needs of the County. The table below outlines each consultant/vendor and contract limits over the three year term.

<b>Vendor Selected</b>	<b>Years 1-3 Contract Amount</b>	<b>Years 4-5 Contract Amount (as required)</b>
Briotix Health	\$200,000	\$130,000
BSI Services & Solutions	\$150,000	\$100,000
California Industrial Hygiene	\$200,000	\$130,000
The Cohen Group	\$75,000	\$50,000
Harris & Lee Environmental Services	\$200,000	\$130,000
NV5	\$100,000	\$65,000
Ramboll US Corporation	\$200,000	\$130,000
Safety Center	\$75,000	\$50,000
Wood Environmental & Infrastructure Solutions	\$200,000	\$130,000

With the establishment of a pool of qualified safety, industrial hygiene, environmental and training vendors, HR will be able to provide County departments with the appropriate level of professional expertise required.

**Prior Board Actions:**

12/12/2017: Authorized amendments to agreements with Bickmore and Associates Inc., The Cohen Group, SCS Engineers, Briotix (formerly Ergo Concepts), Kathy Burwell, California Industrial Hygiene Services, Ergocation, and Harris and Lee Environmental Services, extending the term of each agreement an additional twelve months from January 1, 2108 through December 31, 2018;  
 12/8/2015: Authorized amendments to agreements with Bickmore and Associates Inc., California Industrial Hygiene Services, Environmental and Occupational Risk Management, Ergo Concepts, Ergocation, Harris and Lee Environmental Services, Kathy Burwell Consulting, the Cohen Group, and SCS Engineers for occupational safety, industrial hygiene, ergonomic and environmental safety services  
 10/28/2014: Authorized amendments to agreements with Environmental and Occupational Risk Management, Ergocation, Harris and Lee Environmental Services, and Kathy Burwell Consulting.

12/4/2012: Authorized initial agreements with Bickmore and Associates, California Industrial Hygiene Services, Environmental and Occupational Risk Management, Ergo Concepts, Ergocation, Harris and Lee Environmental Services, Kathy Burwell Consulting, the Cohen Group, and SCS Engineers.

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

The Human Resources Department, Risk Management Division is responsible for the administration of the County’s Occupational Safety and Health Program, in compliance with California Code of Regulations, Title 8. As an employer the County of Sonoma is committed to provide a safe and healthy workplace in which to deliver critical governmental services and to provide for the protection and well-being of County employees and the public. This aligns with the Strategic Plan’s Mission “To Enrich the Quality of Life in Sonoma County through Superior Public Service”.

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses	\$300,000	\$300,000	\$300,000
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>\$300,000</b>		
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	<b>\$300,000</b>		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			

**Narrative Explanation of Fiscal Impacts:**

Expenditures on these agreements are primarily paid through the Workers’ Compensation Self Insurance program, Dept. #23021500, Account # 51249; however, departments may also request to utilize these services and pay for them out of their respective budgets. There is \$300,000 budgeted for safety consulting services in the FY 2018-19 Adopted Budget. The actual costs depend upon specific projects assigned to each firm.

**Staffing Impacts**

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



<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
Not applicable			
<b>Attachments:</b>			
Not applicable			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Contracts for Services and "Exhibits A – Scope of Services" for each proposed contract			



## County of Sonoma Agenda Item Summary Report

**Agenda Item Number: 4**  
(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 of the County of Sonoma, Board of Directors of the Sonoma County Water Agency, Board of Commissioners of the Community Development Commission, and Board of Directors of the Sonoma County Agricultural Preservation and Open Space District

**Board Agenda Date:** February 5, 2019

**Vote Requirement:** Majority

**Department or Agency Name(s):** Human Resources Department

**Staff Name and Phone Number:**

Spencer Keywood, (707) 565-3568

**Supervisory District(s):**

All

**Title:** Miscellaneous Classification, Compensation, and Allocation Changes

### Recommended Actions:

Adopt Concurrent Resolutions reflecting the recommendations of completed classification studies and other position allocation changes:

1. Adopt a Concurrent Resolution amending the Salary Resolution No. 95-0926, Appendix A – Salary Tables, to amend the salaries for two existing classifications and to establish three new classifications and salaries, effective January 29, 2019.
2. Adopt a Resolution amending the Department Allocation Tables of the District Attorney's Office, the Fire and Emergency Services Department, the Information Systems Department, and the Sheriff's Office, effective January 29, 2019.

### Executive Summary:

The County's Human Resources Department is responsible for managing the County-wide classification and compensation structure. Components of this responsibility include ensuring employees are appropriately classified, administering the County's Compensation Plan, and assisting departments with organizational changes when they involve classification reviews. Regularly, the department conducts classification and compensation analyses, and develops reports and recommendations that are presented to incumbents, unions, departments, and in many situations the Civil Service Commission. Ensuring employees are appropriately classified and having a sound classification plan results in the County's ability to attract and retain a highly qualified, engaged workforce charged with providing the most efficient services possible for our community.

Several times throughout each year, Human Resources coordinates "Miscellaneous Classification and Allocation Change" Items for Board approval, which allow Human Resources and departments to implement the outcomes of classification, compensation, and allocation change recommendations.

In resolutions before your Board today Human Resources requests approval to implement the final recommendations resulting from classification studies in the District Attorney's Office, Fire and Emergency Services Department, and Sheriff's Office, and to amend the salaries of internship classifications, to meet State minimum wage requirements.

**Discussion:**

Classification is a method for categorizing jobs based on duties, responsibilities, and a variety of other factors. A classification plan contains all of the classifications in the agency and forms the basis for setting job expectations, consistent and fair job entrance requirements, equitable compensation, and plays an important role in the budget. Human Resources is responsible for managing the County's classification plan by evaluating job descriptions for vacant, filled, and new positions to ensure that they are assigned to the appropriate classifications. Positions are assigned, or allocated, to departments based on Human Resources' determination of the appropriate classification.

The majority of the County's positions/classifications are in the County's Civil Service System. Therefore, most classification changes and new classifications are reviewed and approved by the Civil Service Commission, and the Board has final approval authority prior to the implementation of any classification changes. However, four agencies (i.e., Agricultural Preservation and Open Space District, Community Development Commission, Sonoma County Fair, and Sonoma County Water Agency) are not governed by the County's Civil Service System, and the Board has sole authority for the related classification and compensation issues. As part of this effort, Human Resources is seeking approval for the following changes in classifications and allocations.

**District Attorney's Office:**

Human Resources received a class study request from the incumbent of a Secretary position assigned to the Auto Theft Task Force Discovery Desk in the District Attorney's Office. At the conclusion of the study, Human Resources found that the classification of Senior Legal Processor is more appropriately aligned with the duties of the position than Secretary, due to its responsibilities for assisting law enforcement by providing timely, accurate information to field investigators, maintaining a vehicle theft database, and providing other support to the task force.

On November 15, 2018, the Civil Service Commission approved the reclassification of the position and the retention of the incumbent in accordance with Civil Service Rule 3.3B.

**Fire and Emergency Services/Emergency Management Department:**

As a result of the Sonoma Complex Fires, the Board directed staff to assess and make recommendations regarding the County's Emergency Management Program and the County's alert and warning program capabilities. At their June 11, 2018, meeting, the Board directed staff to strengthen the emergency service functions by establishing a new department and adding new positions and budget appropriations. At the August 28, 2018, meeting, the Board approved the new classifications of Director of Emergency Management and Community Alert and Warning Program Manager. In coordination with the newly appointed Director of Emergency Management, Chris Godley, Human Resources has completed the classification work for two more classifications, Deputy Director of Emergency Management and Community Preparedness Program Manager.

Deputy Director of Emergency Management

Working under the direction of the Director, the Deputy Director of Emergency Management will be assisting with the overall direction of the department, and will be involved in the planning, organizing, and coordinating a comprehensive range of emergency management programs and services. Responsibilities include assisting the Director in establishing and achieving the department's priorities, goals, and objectives, and implementing quantifiable measurements and milestones to measure success of projects; overseeing administrative functions of

the department; and managing and supervising subordinate staff engaged in assigned emergency management functions.

#### Community Preparedness Program Manager

One of the recommendations of the Emergency Management Program Assessment Report was for the County to implement a sustainable Community Preparedness Program. The goal of the program is to support individuals, households, neighborhoods, and communities in developing disaster resilience. This mission will be accomplished through collaboration between county departments, other public agencies, and stakeholder organizations; and will be coordinated and overseen by the Community Preparedness Program Manager. The Manager will also be responsible for developing and distributing a suite of materials and resources that serve a wide range of public preparedness program needs; delivering public emergency preparedness and community emergency response trainings; and serving as the program liaison with other County departments, agencies, cities, organizations, stakeholders, and work groups, including the Volunteer Organizations Active in Disaster (VOAD).

On January 17, 2019, the Civil Service Commission approved the creation of the two new classifications.

#### *Bargaining Unit, Fair Labor Standards Act (FLSA), and Salary Determinations:*

Pursuant to the County's Employee Relations Policy, Human Resources determined the appropriate bargaining unit for the new classifications to be Bargaining Unit 0050-Administrative Management. The classifications are exempt, pursuant to the guidelines of the Fair Labor Standards Act.

Human Resources researched similar positions in the County's typical comparator counties and did not find sufficient match classes to determine a market based salary. A comprehensive assessment of the Sonoma Complex Fires and the County of Sonoma's Emergency Management Program uniquely inform its commitment to establish positions that address newly identified needs and expertise. Therefore, based on an evaluation of both market data and internal equity factors, Human Resources has determined that the salary for the Deputy Director of Emergency Management should be set at \$11,643/Monthly I-Step, and the ongoing salary administration should be set at 20% below the Director of Emergency Management. Human Resources also determined the salary for the Community Preparedness Program Manager should be set at \$10,585/Monthly I-Step, and the position should be tied to the Community Alert and Warning Program Manager for ongoing salary administration purposes.

The Fire and Emergency Services Department seeks approval to add 1.0 FTE Deputy Director of Emergency Management allocation and 1.0 FTE Community Preparedness Manager allocation to its department allocation table.

#### **Human Resources:**

California Senate Bill 3 (Leno, Chapter 4, Statutes of 2016), which went into effect January 1, 2017, established a schedule in which the State minimum wage will increase from \$10.50/hourly to \$15.00/hourly by January 1, 2021, for employers with 26 employees or more. In accordance with the schedule, the minimum wage in the State of California increased to \$12.00/hourly on January 1, 2019. One classification at the County is now under the minimum wage – Intern High School Extra Help. Therefore, Human Resources recommends increasing the starting hourly wage for Student Intern-High School Extra Help to \$12.00/hourly to meet the State requirement. Human Resources also recommends adjusting the starting wage of the Student Intern Under Graduate Extra Help to \$13.80/hourly to ensure appropriate differentials are maintained between the two intern classification levels.

The California Minimum Wage is distinct from the County's Living Wage Ordinance, which went into effect January 1, 2016. Internship classifications are specifically exempted from this Ordinance. Human Resources is not currently recommending adjustments for any other job classifications because, 1) there are no other classes below

the new State minimum wage; and 2), language in the County's labor agreements representing the classes with a base pay of less than \$15.00/hour ensure the County is compliant with the Living Wage Ordinance.

Human Resources will continue to monitor the County's classification plan and return to the Board annually requesting authority to amend the salaries of positions that are impacted by the increasing State minimum wage rate to ensure compliance with this law.

**Information Services Department:**

The records management industry is rapidly evolving from paper based processes to fully electronic records lifecycle management. To address the increased reliance on technologies in the records management environment, support the growth of eForms, and improve resiliency in the light of the 2017 October complex of fires, the Information System Department's Records Unit must assist customer departments in the evaluation of applications, systems, and business processes. In order to align the Unit's positions with current and anticipated business needs, the Information Systems Department has identified the need to replace a vacant Department Analyst with a Business Systems Analyst. The Business Systems Analyst will provide the skillset, knowledge, and abilities needed to address the changing technical environment and provide additional value to the Department's customers.

The Information Services Department seeks approval to delete one 1.0 FTE vacant Department Analyst allocation and add one 1.0 FTE Business Systems Analyst allocation.

**Sheriff's Office:**

Human Resources received a request from the Sheriff's Office to create a new non-sworn executive management level classification to more evenly distribute the Office's executive management assignments between sworn and non-sworn staff. The request was necessitated due to a shift in the Sheriff Office's priorities. These changes came in response to Board and community expectations, changes in operations and technology, and the implementation of new programs. Human Resources evaluated the Office's organizational structure and determined that the existing executive management team assignments do not support a reasonable span of control. Therefore, the creation of the new classification of Sheriff's Chief of Financial and Administrative Services will allow a civilian manager to assume some of the Office's administrative and technical programs, namely the Telecommunications Bureau and Information Technology Unit, which are currently overseen by a Captain. The position will also be responsible for providing oversight of the Office's other administrative support services, including Payroll, Budget, Accounting, Purchasing, and the Civil Bureau.

On December 20, 2018, the Civil Service Commission approved the creation of the new classification.

*Bargaining Unit, Fair Labor Standards Act (FLSA), and Salary Determinations:*

Pursuant to the County's Employee Relations Policy, Human Resources determined the appropriate bargaining unit for the new Sheriff's Chief of Financial and Administrative Services is Bargaining Unit 0050-Administrative Management, and that this classification should be exempt, pursuant to the guidelines of the Fair Labor Standards Act.

Based on an evaluation of both market data and internal equity factors, Human Resources has determined that the salary for the Sheriff's Chief of Financial and Administrative Services classification should be \$12,001/Monthly I-Step and the ongoing salary administration for the classification should be set at 15% above Department Administrative Services Director.

The Sheriff's Office seeks further approval to add 1.0 FTE Sheriff's Chief of Financial and Administrative Services allocation and delete a vacant 1.0 FTE Administrative Services Officer II allocation from its department allocation list to implement the aforementioned organizational changes.

**Prior Board Actions:**

Throughout the year, Human Resources submits several Miscellaneous Classification, Compensation, and Allocation Change Board Items that require Board approval in order to be fully adopted and implemented.

**Strategic Plan Alignment**      Goal 4: Civic Services and Engagement

These changes support the alignment of the public services provided by the departments with community's needs by ensuring a professionally managed county organization that is accessible, transparent, fiscally responsible, and accountable to the public.

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses	DAO: \$85 FES: \$118,289 ISD: \$1,007 SO: \$13,667	DAO: \$200 FES: \$473,463 ISD: \$4,028 SO: \$32,800	DAO: \$200 FES: \$473,463 ISD: \$4,028 SO: \$32,800
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>\$133,048</b>	<b>\$510,491</b>	<b>\$510,491</b>
<b>Funding Sources</b>			
General Fund/WA GF	FES: \$118,289 ISD: \$1,007 SO: \$13,667	FES: \$473,463 ISD: \$4,028 SO: \$32,800	FES: \$473,463 ISD: \$4,028 SO: \$32,800
State/Federal	DAO: \$85	DAO \$200	DAO \$200
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$133,048</b>	<b>\$510,491</b>	<b>\$510,491</b>

**Narrative Explanation of Fiscal Impacts:**

**District Attorney's Office:** The increase in the projected cost of annual salary and benefits for the reclassification of 1.0 Secretary position to 1.0 Senior Legal Processor is \$85.00 for FY 18-19, and \$200 for FY 19-20 and FY 20-21. The Department will fund the increase with the use of state collected and dispersed vehicle theft DMV fees.

**Fire and Emergency Services:** The ongoing annual cost, including salary and benefits, for the Deputy Director of Emergency Management and the Community Preparedness Program Manager is approximately \$118,289 in FY 18-19, based on filling the positions in April, and \$473,463 for FY 19-20 and FY 20-21. The department will cover these

costs through \$1.25 million funding for approved program change requests for FY18-19 to strengthen the emergency services function of the County, ongoing to maintain staffing levels of the new Department of Emergency Management in subsequent fiscal years.

**Human Resources:** There is no fiscal impact for adjusting the salary ranges for the internship classifications.

**Information Services Department:** The additional salary and benefit cost for replacing the Department Analyst allocation with a Business Systems Analyst allocation is \$1,007 for FY 18/19, and \$4,028 for FY 19-20 and FY 20-21. The department will cover total cost for the Business Systems Analyst allocation through a combination of rates and budgeted general funds.

**Sheriff's Office** For the remaining five months of FY 18-19 the cost will be \$13,667, which will be offset by unanticipated salary savings as a result of other administrative position vacancies resulting in no increase to net cost. No additional appropriations are requested for FY 18-19. The Sheriff's Office proposes to delete an additional vacant administrative position allocation as part of the FY 19-20 budget process to offset the on-going cost of the new Chief position and other administrative changes being contemplated by the Office. This will result in no net cost impact going forward.

**Staffing Impacts**

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Secretary	\$3,800.30-\$4,617.75		(1.0)
Senior Legal Processor	\$3,814.21-\$4,636.89	1.0	
Deputy Director of Emergency Management	\$9,578.00-\$11,643	1.0	
Community Preparedness Program Manager	\$8,708.51-\$10,585.18	1.0	
Department Analyst	\$5,610.87-\$6,819.66		(1.0)
Business Systems Analyst	\$6,090.91-\$7,404.06	1.0	
Administrative Services Officer II	\$7,623.21-\$9,266.81		(1.0)
Sheriff's Chief of Financial and Administrative Services	\$9,872-\$12,001.00	1.0	

**Narrative Explanation of Staffing Impacts (If Required):**

**District Attorney's Office:** The incumbent in the studied Secretary position will be retained in the new Senior Legal Processor position, in accordance with Civil Service Rule 3.3B.

**Fire and Emergency Services:** There are no staffing impacts, as the new allocations will remain vacant until recruitments have been conducted to fill the positions.

**Human Resources:** There are no staffing impacts associated with changing the starting wage for these extra-help internship classifications.

**Information Services Department:** No incumbent is affected by the allocation change as the 1.0 FTE Department Analyst allocation is vacant.

**Sheriff's Office:** No incumbent is affected by the allocation change as the 1.0 FTE Administrative Services Officer II allocation is vacant.

**Attachments:**

1. Resolution 1: Concurrent Resolution amending Salary Resolution No. 95-0926,
2. Resolution 1: Appendix A – Salary Tables.
3. Resolution 2: Resolution amending the Allocation Tables of the District Attorney's Office, the Fire and Emergency Services Department, the Information Services Department, and the Sheriff's Office.

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

1. Classification Study Report by Human Resources on the Position Review of one Secretary at the District Attorney's Office.
2. Classification Study Report by Human Resources on the new job classes of Deputy Director of Emergency Management and Community Preparedness Program Manager for the Emergency Management Department.
3. Classification Study Report by Human Resources on the new job class of Sheriff's Chief of Financial and Administrative Services for the Sheriff's Office.





County of Sonoma  
State of California

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Date: February 5, 2019

Item Number: \_\_\_\_\_  
Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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**Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, The Board Of Directors Of The Sonoma County Water Agency, The Board Of Commissioners Of The Community Development Commission, And The Board Of Directors Of The Sonoma County Agricultural Preservation And Open Space District Amending The County Of Sonoma Salary Resolution No. 95-0926, Appendix A - Salary Tables, Unrepresented – Bargaining Unit 0000, To Adjust The Salaries Of Two Existing Classifications, And Administrative Management – Bargaining Unit 0050, To Establish Three New Classifications And Salaries, Effective January 29, 2019.**

**Whereas**, the Human Resources Department determined the need to adjust the starting wage for the Student Intern-High School Extra Help classification to \$12.00 hourly to meet the increased State minimum wage which went into effect on January 1, 2019, and to adjust the starting wage of the Student Intern Under Graduate Extra Help classification to \$13.80 hourly to maintain an appropriate differential between the two levels; and

**Whereas**, the Human Resources Department conducted a classification study to develop the new classifications of Deputy Director of Emergency Management and Community Preparedness Program Manager to support emergency response and preparedness efforts as a result of the October 2017 Sonoma Complex Fires; and

**Whereas**, Human Resources conducted a classification study for the Sheriff's Office to develop the new classification of Sheriff's Chief of Financial and Administrative Services; and

**Whereas**, pursuant to the Employee Relations Policy, Human Resources recommends all three new classifications be represented by Administrative Management Bargaining Unit 0050; and

**Whereas**, Human Resources determined that the new management classifications are exempt in accordance with the Fair Labor Standards Act; and

**Whereas**, Human Resources analyzed the compensation for the Deputy Director of Emergency Management, the Community Preparedness Program Manager, and the Sheriff's Chief of Financial and Administrative Services and recommends the salaries be set hourly at the beginning range of 5507, 5007, and 5676, respectively and as set forth in Attachment A.

Resolution #1

Date: November 13, 2018

Page 2

**Whereas**, the Civil Service Commission approved establishing the new Emergency Management classifications at their January 17, 2019 meeting, and the Sheriff's Office classification at their December 20, 2018 meeting;

**Now, Therefore, Be It Resolved** that the County Of Sonoma Salary Resolution No. 95-0926, Appendix A - Salary Tables, Unrepresented – Bargaining Unit 0000, be amended to revise the salaries for Student Intern-High School Extra Help and Student Intern Under Graduate Extra Help; and Administrative Management – Bargaining Unit 0050, be amended to establish new classifications and salaries for Deputy Director of Emergency Management, Community Preparedness Manager, and Sheriff's Chief of Financial and Administrative Services, as set forth in Attachment A, Effective January 29, 2019.

**Supervisors:**

Gorin:

Zane:

Hopkins:

Gore:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

**APPENDIX A**  
**Salary Tables**

**UNREPRESENTED - Bargaining Unit 0000**

<b>Job Code</b>	<b>Job Title</b>	<b>A Step Rate</b>
0825	STUDENT INTERN UNDER GRADUATE EXTRA HELP	13.64 13.80
0822	STUDENT INTERN-HIGH SCHOOL EXTRA HELP	10.64 12.00

**ADMINISTRATIVE MANAGEMENT – Bargaining Unit 0050**

<b>Job Code</b>	<b>Job Title</b>	<b>A Step Rate</b>
0774	DEPUTY DIRECTOR OF EMERGENCY MANAGEMENT	\$55.07
0773	COMMUNITY PREPAREDNESS MANAGER	\$50.07
0847	SHERIFF'S CHIEF OF FINANCIAL AND ADMINISTRATIVE SERVICES	\$56.76



# County of Sonoma

## State of California

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Date: February 5, 2019

Item Number: \_\_\_\_\_  
Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Amending The Department Allocation Tables Of The District Attorney's Office, The Fire And Emergency Services Department, The Information Services Department, And The Sheriff's Office, Effective January 29, 2019.**

**Whereas**, at the November 15, 2018, meeting, the Civil Service Commission approved Human Resources' recommendation that one Secretary position be reclassified to Senior Legal Processor in the District Attorney's Office, to appropriately address the full scope of assigned duties, with the retention of the incumbent in accordance with Civil Service Rule 3.3B; and

**Whereas**, at the January 17, 2019, meeting, the Civil Service Commission approved the new classifications of Deputy Director of Emergency Management and Community Preparedness Manager; and

**Whereas**, the Fire and Emergency Services/Emergency Management Department requests the addition of one Deputy Director of Emergency Management allocation and one Community Preparedness Manager allocation in support of the County's emergency response and preparedness efforts; and

**Whereas**, the Information Services Department has determined the need to add one Business Systems Analyst and delete one Department Analyst allocation to address the changing workload needs of the Department's Records Unit; and

**Whereas**, at the December 20, 2018, meeting, the Civil Service Commission approved the new classification of Sheriff's Chief of Financial and Administrative Services Management; and

**Whereas**, the Sheriff's Office has determined the need to add one Sheriff's Chief of Financial and Administrative Services Management allocation to oversee their Fiscal and Administrative Services functions and delete one Administrative Services Officer II allocation;

**Now, Therefore, Be It Resolved** that the Department Allocation Tables of the District Attorney's Office, the Fire and Emergency Services Department, the Information Services Department, and the Sheriff's Office are hereby revised as follows:

Budget Index	Job Class	Class Title	Existing Positions In Class	Change in Position Allocation	New Total Allocation For Class	Duration/ End Date	Salary Range
<b>District Attorney's Office</b>							
18010101	0023	Secretary	1.75	(-1.0)	0.75	Ongoing	2185
18010101	0050	Senior Legal Processor	3.0	1.0	4.0	Ongoing	2193
<b>Fire and Emergency Services Department</b>							
20010100 /50604	0774	Deputy Director of Emergency Management	0.0	1.0	1.0	Ongoing	5507
20010100 /50604	0773	Community Preparedness Program Manager	0.0	1.0	1.0	Ongoing	5007
<b>Information Services Department</b>							
25010111	0826	Department Analyst	3.0	(-1.0)	2.0	Ongoing	3226
25010111	0155	Business Systems Analyst	0.0	1.0	1.0	Ongoing	3502
<b>Sheriff's Office</b>							
30010100	0828	Administrative Services Officer II	2.0	(-1.0)	1.0	Ongoing	4383
30010100	0847	Sheriff's Chief of Financial and Administrative Services	0.0	1.0	1.0	Ongoing	5676

**Supervisors:**

Gorin:                      Zane:                      Gore:                      Hopkins:                      Rabbitt:

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: 5**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Directors, Sonoma County Water Agency

**Board Agenda Date:** February 5, 2019

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Pam Jeane 521-1864  
Michael Thompson 521-1863

**Supervisorial District(s):**

**Title:** Addition of Department Information Systems Manager at Sonoma Water

### **Recommended Actions:**

Adopt a resolution effective February 5, 2019 adding 1.0 Department Information Systems Manager to assist with oversight and management of Sonoma County Water Agency Information Technology needs, with a focus on improving cyber security and ensuring continuity of services to customers.

### **Executive Summary:**

Information Technology Services are an integral part of Sonoma County Water Agency (Sonoma Water) business operations and impact our ability to effectively manage the Operational Technology through which we ensure delivery of services to our customers. As our core functions increasingly rely on technology to operate and as the need for data sharing and transparency continue to grow, network demands and cyber security demands are becoming more and more critical. Expanded access to a more diverse group of users also requires greater focus on security to ensure continuity of service. Sonoma Water believes it is of vital importance to expand its Information Technology Services in order to meet critical needs that impact daily operations and the ability to provide reliable service to customers. Adding a Department Information Systems Manager to assist with oversight and management of Information Technology needs will expand the ability to internally provide end user support as well as develop services and increase the focus on cyber security and continuity of operations.

### **Discussion:**

Sonoma Water recognizes the need to more effectively integrate and align Information Technology goals of data base management, help desk support, network support, software platforms, and Operational Technology needs. Current Information Technology operations are led by an Engineering Programming Manager, aligned under the Computer Instrumentation and Application Support section in our Water/Wastewater Operations Division, who manages two distinct functions; Information Technology Services and Industrial Control Systems. The incumbent Engineering Programming Manager is currently

the sole individual managing resources in these two critical areas, and it has become too expansive and varied to be managed without additional support. There are many essential projects within the Information Technology Services function in addition to ongoing administration and support. These projects include cloud service development, mobile device solutions, cyber security and disaster recovery planning. It is challenging to adequately address and support these needs while also managing and carrying the responsibility for Sonoma Water Industrial Control Systems which includes the Supervisory Control and Data Acquisition System (SCADA) and its unique cyber security demands pertaining to critical infrastructure.

Adding a Department Information Systems Manager to assist with oversight and management of Information Technology needs, including database management and supervision of help desk functions, will expand the ability to internally provide end user support as well as develop services currently being requested, but not currently being fulfilled. This will help consolidate or eliminate duplication of efforts that would be better directed by the Computer Instrumentation and Application Support section.

Sonoma Water intends to align the responsibilities as follows:

Engineering Programming Manager – will be responsible for all Information Technology Systems and Services as described above, as well as the Industrial Control Systems and technology that allow Sonoma Water Operations staff to operate, regulate, adjust, and maintain the water/waste water system. This position will supervise the Department Information Systems Manager, along with staff dedicated to Sonoma Water Industrial Control Systems, including SCADA. A significant focus will be directing the work of staff assigned to the SCADA upgrade which is a complex and critical project. Additionally the Engineering Programming Manager is responsible for ensuring all SCADA maintenance, system security and related installations, repairs and trouble shooting. Another key responsibility is ensuring the integrity of all network communications systems by developing protocols for security and performing analysis and repair of failures in computer and network communication equipment and software.

Department Information Systems Manager – assists the Engineering Programming Manager with the management of all Information Technology systems required for back office services and end user support. The Department Information Systems Manager will report to the Engineering Programming Manager, supervise staff and be responsible for coordinating and managing all supporting functions related to Business Information Systems, including help desk functions, systems planning, installation, trouble-shooting and maintenance of all in-house and contracted-out network and hardware systems and their related installation, maintenance, trouble-shooting and repair. Under the direction of the Engineering Programming Manager, the Department Information Systems Manager will also be responsible for analyzing and coordinating with other Sonoma Water divisions and sections addressing software and hardware needs, and ensuring appropriate overlap and directing staff to provide training and end user support.

The addition of a Department Information Systems Manager in our Computer Instrumentation and Application Support Section will fill the following critical needs:

1. Allow the Engineering Programming Manager to increase SCADA operational efficiency and focus on our SCADA upgrade, reducing the likelihood of a systems failure
2. Provide additional staff oversight, including working with staff on professional development

3. Actively manage the business side of Sonoma Water, i.e. help desk functions and data base management
4. Create needed redundancies in the management and security of our Information Technology Systems
5. Reduce redundant Information Technology functions in other sections
6. Assist with development and implementation of an overarching data management plan
7. Advance the use of new technologies
8. Leverage cloud services

Sonoma Water has consulted with the Human Resources Department, which is supportive of the recommended classification for the body of work described.

Sonoma Water currently has two positions, Deputy Chief Engineer and Senior Network Analyst, which have been vacant longer than nine months and are subject to the hiring freeze approved by the Board of Directors on December 11, 2018. The frozen positions are not appropriate job classifications to perform the full scope of duties and responsibilities as described above; therefore, Sonoma Water is requesting the new Department Information Systems Manager allocation to address this critical business need.

**Prior Board Actions:**

None

**Strategic Plan Alignment**      Goal 3: Invest in the Future

**Sonoma Water Strategic Plan Alignment**

Information Technology, Goal 1: Increase security, usability and efficiency of Information Technology (IT) Systems



<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses	\$46,692	\$192,373	\$198,144
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF	\$46,692	\$192,373	\$198,144
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	\$46,692	\$192,373	\$198,144
<b>Narrative Explanation of Fiscal Impacts:</b>			
<p>Salary and benefits are budgeted in the General Fund which is funded through property taxes and grants. The General Fund is reimbursed by our enterprise funds through project costing. Sonoma Water's cost accounting system allocates labor costs to Sonoma Water projects specific to its enterprise funds, such as water transmission and sanitation. Adding a 1.0 FTE Department Information Systems Manager allocation represents an increase in FY 2018/2019 labor costs of \$46,692 (\$186,770 annually prorated for 3 months), which can be absorbed by existing funds in Sonoma Water's enterprise funds. For FY 2019/2020 the net increase for salary and benefits will be \$192,373 and \$198,144 for FY 2020/2021, assuming a 3% COLA each year. FY 2019/2020 and FY 2020/2021 appropriations will be budgeted in these fiscal years in the Sonoma Water General Fund.</p>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
Department Information Systems Manager	\$8002.37 - \$9727.72	+1	0
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<p>If approved, this will increase Sonoma Water's Department Information Systems Manager allocations from 0 to 1. The Department Information Systems Manager will report to the Engineering Programming Manager who reports to an Assistant General Manager. This staffing adjustment is needed to address staff deficiencies in the Sonoma Water Computer Administration Information Systems section.</p>			
<b>Attachments:</b>			
Resolution			

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

None

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Information System Manager\_summ.docm

CF/35-0-5 General (ID 5549)

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Date: February 5, 2019

Item Number: \_\_\_\_\_  
Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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**Resolution of the Board of Directors of the Sonoma County Water Agency to Add One Full Time Equivalent Department Information Systems Manager to the Sonoma Water Computer Instrumentation and Applications Support Section, to Assist with Oversight and Management of Sonoma Water Information Technology Needs.**

**Whereas,** Information Technology Services are an integral part of Sonoma Water business operations and increasingly impact the ability to effectively manage the Operational Technology through which services are delivered to customers; and

**Whereas,** Sonoma Water core functions rely on technology to operate, and as the need for data sharing and transparency continue to grow, network demands and cyber security demands have become increasingly critical; and

**Whereas,** Sonoma Water believes it is of vital importance to expand Information Technology Services in order to meet critical needs that impact daily operations and the ability to provide reliable service to customers; and

**Whereas,** Adding one full time equivalent Department Information Systems Manager to assist with oversight and management of Information Technology needs will expand the ability to internally provide end user support as well as develop new services and increase focus on cyber security and continuity of operations.

**Now, Therefore, Be It Resolved** that the Sonoma Water Allocation List for Department Information Systems Manager is hereby revised as follows:

Budget Index	Job Class	Class Title	Existing Positions In Class	Change In Position Allocation	New Total Allocation For Class	Effective Date	Monthly Salary Range
33010100	0161	Department Information Systems Manager	0	+1.00	1.00	2/5/19	\$8002.37 - \$9727.72

**Directors:**

Gorin:                      Zane:                      Gore:                      Hopkins:                      Rabbitt:  
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: 6**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Directors, Sonoma County Water Agency

**Board Agenda Date:** February 5, 2019

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Don Seymour 547-1925

**Supervisorial District(s):**

**Title:** Regional Water Supply Resiliency Study

### **Recommended Actions:**

In an ongoing effort to improve the region's water supply resiliency and reliability, authorize Sonoma County Water Agency's General Manager to execute a professional services agreement with Jacobs Engineering Group, Inc. (Consultant) to prepare a regional water supply reliability study through December 31, 2019, in the not-to-exceed amount of \$163,728.

### **Executive Summary:**

The Sonoma County Water Agency (Sonoma Water) and its retail customers would benefit from the development of a regional water supply decision support tool that could be used to evaluate strategies and water supply projects to improve integrated water resources management and make the region more resilient to potential short- and long-term water shortages. The decision support tool will be a planning-level model framework that will consider the built infrastructure, water supplies, and operations of Sonoma Water and its retail customers. Under this agreement, a consultant will prepare a regional water supply resiliency study including a scoping document/work plan to be used in developing the decision support tool.

### **Discussion:**

#### HISTORY OF ITEM/BACKGROUND

Sonoma Water provides wholesale water supply to cities and water districts in Sonoma and Marin counties. This service area includes the cities of Santa Rosa, Rohnert Park, Cotati, Sonoma, and Petaluma; Town of Windsor; and the Valley of the Moon, North Marin, and Marin Municipal water districts (Retail Customers). Collectively, these cities and districts serve a population of approximately 600,000 people. Along with purchasing wholesale water from Sonoma Water, each of the Retail Customers also has local water supplies that are used to meet the demands of their customers.

## **The Problem**

Although the water systems of Sonoma Water and its Retail Customers are inter-connected, they are not operated or managed in a coordinated manner, especially in times of water shortage. The region would significantly benefit by leveraging the collective water resources and infrastructure of Sonoma Water and its Retail Customers to improve regional water supply reliability and resiliency through integrated water resources planning and management.

## **A Viable Solution**

The primary goal of the study is to develop an integrated water supply planning process that takes into account the sources of water supply for Sonoma Water and its Retail Customers, and their specific vulnerabilities (hydro-climatic, seismic, regulatory and/or infrastructure related). Regional operational and capital improvement planning can be better integrated with each agency still doing their own planning and development of alternative supplies coupled with participation in regional decision-making and capital investments. This is particularly important because many Retail Customers draw supply directly from turnouts to Sonoma Water's transmission system. This project will enhance coordination and partnerships between Sonoma Water and its Retail Customers for improved regional integrated water supply planning.

Important questions to be answered by the study include:

1. What are the most vulnerable supplies and what can Sonoma Water and its Retail Customers do to strengthen them?
2. What are specific water supply shortages (short and long-term) Sonoma Water and its Retail Customers are most concerned about?
3. Which projects are the most beneficial to improve regional reliability and resiliency?
4. How does Sonoma Water build support for regional projects and help the Retail Customers understand how a project at a different agency can benefit them?

## **SELECTION PROCESS**

On March 9, 2018, Sonoma Water issued a Request for Statements of Qualifications to the following six firms:

1. Brown & Caldwell, Rancho Cordova, CA
2. CH2M (now Jacobs Engineering Group, Inc.), San Diego, CA
3. ESA, Petaluma, CA
4. EKI Environment & Water, Burlingame, CA
5. GEI Consultants, Rancho Cordova, CA
6. Woodard & Curran, San Francisco, CA

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

The nine firms listed below submitted Statements of Qualifications:

1. GEI Consultants, Rancho Cordova, CA
2. Lntera, Torrance, CA
3. Water Systems Consulting, Inc (WSC), San Luis Obispo, CA
4. CH2M (now Jacobs Engineering Group, Inc.), San Diego, CA

5. Woodard & Curran, San Francisco, CA
6. Hazen & Sawyer, San Francisco, CA
7. Hydrologics/ECORP/Catalyst, Columbia, MD
8. Brown & Caldwell, Rancho Cordova, CA
9. FlowWest, Oakland, CA

The following criteria were used to evaluate each firm: thoroughness of statements of qualifications, professional qualifications and demonstrated ability to perform the work, local preference, and exceptions to standard terms in the sample agreement. Based on review of the Statements of Qualifications, the following firms were selected to be interviewed: (1) Brown & Caldwell; (2) Hazen & Sawyer; (3) Woodward & Curran; and (4) Jacobs Engineering Group, Inc. The interview panel was comprised of staff from Sonoma Water, the City of Santa Rosa, the Town of Windsor, and North Marin Water District.

Based on the interviews, Jacobs Engineering Group, Inc. (Consultant) was selected to perform the work. During the interview, Jacobs demonstrated substantial understanding of the region’s water resources and significant experience performing similar work.

**SERVICES TO BE PERFORMED**

Under the proposed agreement, Consultant will prepare a scoping document/work plan (Plan) for Sonoma Water’s regional water supply resiliency study that includes; (1) development of planning objectives; (2) identification of performance metrics and data needs; (3) evaluation and recommendation of a collaborative modeling platform for the decision support tool; (4) identification of preliminary water shortage scenarios to model; and (5) preparation of an implementation plan.

The cost of services will not exceed \$163,728; the term end date is December 31, 2019.

**RECOMMENDATION**

Sonoma Water staff recommends that the Board authorize Sonoma Water’s General Manager to execute a professional services agreement with Jacobs to perform a regional water supply reliability study through December 31, 2019, in the not-to-exceed amount of \$163,728.

**STEPS FOLLOWING APPROVAL**

The second phase of the study will involve assisting in the implementation of the Plan, pending funding and direction from Sonoma Water. The second phase of the study is not included in this Board action and will require Board approval at a future date.

**Prior Board Actions:**

None

**Strategic Plan Alignment**      Goal 3: Invest in the Future

Sustainable management of local water resources provides benefit for future generations.

**Sonoma Water Strategic Plan Alignment**

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

This study is part of an ongoing effort to ensure that local water resources are sustainably managed.

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses	\$163,728		
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>\$163,728</b>		
<b>Funding Sources</b>			
General Fund/WA GF	0	0	0
State/Federal			
Fees/Other	\$163,728		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$163,728</b>		

**Narrative Explanation of Fiscal Impacts:**

Budgeted amount of \$163,728 is available from FY 2018/2019 appropriations for the Water Transmission fund. No additional appropriation is required.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

N/A

**Attachments:**

Agreement

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

None



## **Agreement for Regional Water Supply Resiliency Study**

This agreement (“Agreement”) is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California (“Sonoma Water”) and **Jacobs Engineering Group, Inc.**, a Delaware 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 certifies that it is a Delaware corporation duly authorized to do business in the State of California, registered with the Secretary of State of California, and represents that it is a duly qualified and licensed engineering firm, experienced in regional water supply planning and related services.
- B. Sonoma Water provides wholesale water supply to cities and water districts in Sonoma and Marin counties. This service area includes the cities of, Santa Rosa, Rohnert Park, Cotati, Sonoma, and Petaluma; Town of Windsor; and the Valley of the Moon, North Marin, and Marin Municipal water districts (Retail Customers). Collectively, these cities and districts serve a population of approximately 600,000 people.
- C. Along with purchasing wholesale water from Sonoma Water, each of these retail customers also has local water supplies that are used to meet the demands of their customers. Although these systems are connected, they are not operated or managed in a coordinated manner, especially in times of water shortage.
- D. Under this Agreement, Consultant will assist Sonoma Water in developing a Regional Water Supply Resiliency Study that will evaluate strategies and water supply projects to improve integrated water resources management and make each region more resilient to potential short- and long-term water shortages.

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 Sonoma Water:* Consultant shall cooperate with Sonoma Water in the performance of all work hereunder. Consultant shall coordinate the work with Sonoma Water’s Project Manager. Contact information and mailing addresses:

<b>Sonoma Water</b>	<b>Consultant</b>
Project Manager: Don Seymour 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-547-1925 Email: Donald.Seymour@scwa.ca.gov	Contact: Armin Munevar 402 W. Broadway, Suite 1450 San Diego, CA 92101 Phone: 619-272-7218 Email: <a href="mailto:armin.munevar@jacobs.com">armin.munevar@jacobs.com</a>
<b>Remit invoices to:</b>	<b>Remit payments to:</b>
Accounts Payable  Same address as above or Email: ap_agreements@scwa.ca.gov	CH2M Hill Engineers, Inc. P.O. Box 201869 Dallas, TX 75320-1869

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 that level of 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 Sonoma Water shall not operate as a waiver or release. Sonoma Water has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. If Sonoma Water determines that any of Consultant’s work is not in accordance with such level of competency and standard of care, Sonoma Water, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Sonoma Water 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 Sonoma Water, 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 Sonoma Water.

- 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 Sonoma Water to be key personnel whose services were a material inducement to Sonoma Water to enter into this Agreement, and without whose services Sonoma Water 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 Sonoma Water.
- 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 \$163,728.
- b. Total costs for Tasks 1-9 shall not exceed \$138,728.
- c. Total costs for Optional Task 10, if requested in writing by Sonoma Water, shall not exceed \$25,000.
- d. No more than 90% will be paid until the draft report is submitted.

##### **4.2. *Method of Payment:*** 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.

##### **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 Sonoma Water. The bills shall show or include:

- a. Consultant name
- b. Name of Agreement
- c. Sonoma Water's Project-Activity Code T0450D008
- 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
- h. List of reimbursable materials and expenses
- i. Copies of receipts for reimbursable materials and expenses

- 4.4. *Monthly Reports with Invoices:* Payment of invoices is subject to receipt of the monthly reports required under Task 1.9 of Exhibit A.
- 4.5. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Sonoma Water business after presentation of an invoice in a form approved by Sonoma Water for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Sonoma Water.
- 4.6. *Taxes Withheld by Sonoma Water:*
- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, Sonoma Water 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 4.6.a, Sonoma Water 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 4.6.a, then Sonoma Water 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 Sonoma Water of any changes in the facts. Forms should be sent to Sonoma Water 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 Sonoma Water 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 December 31, 2019, 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:* Sonoma Water's right to terminate may be exercised by Sonoma County Water Agency's General Manager.
- 6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Sonoma Water 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, Sonoma Water 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 Sonoma Water 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 Sonoma Water 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 Sonoma Water, 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 Sonoma Water terminates the Agreement for cause pursuant to Paragraph 6.3, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Consultant.

## 7. **INDEMNIFICATION**

- 7.1. Consultant agrees to accept responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to defend, 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 the negligence, recklessness, or willful misconduct of Consultant or its agents, employees, contractors, subcontractors, or invitees hereunder, whether or not there is concurrent or contributory negligence on Sonoma County Water Agency's part, but, to the extent required

by law, excluding liability due to Sonoma County Water Agency's conduct. 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 Sonoma County Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that Sonoma Water 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 Sonoma Water.

**11. CONTENT ONLINE ACCESSIBILITY**

11.1. *Accessibility:* Sonoma Water 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 Sonoma Water managed or Sonoma Water 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 Sonoma Water's Web Site Accessibility Policy located at <http://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>.

- 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 Sonoma Water 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 Sonoma Water's Web Site Accessibility Policy shall be the responsibility of Consultant. If Sonoma Water, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Sonoma Water managed or Sonoma Water funded Web site does not comply with Sonoma Water Accessibility Standards, Sonoma Water will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Sonoma Water, repair or replace the non-compliant materials within such period of time as specified by Sonoma Water in writing. If the required repair or replacement is not completed within the time specified, Sonoma Water shall have the right to do any or all of the following, without prejudice to Sonoma Water'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 Sonoma Water, Sonoma Water 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 Sonoma Water in connection with such changes or repairs.
- 11.6. *Sonoma Water's Rights Reserved:* Notwithstanding the foregoing, Sonoma Water may accept deliverables that are not strictly compliant with Sonoma Water Accessibility Standards if Sonoma Water, in its sole and absolute discretion, determines that acceptance of such products or services is in Sonoma Water'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 Sonoma Water and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Sonoma Water provides its employees. In the event Sonoma Water 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 Sonoma Water 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 Sonoma Water is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Sonoma Water 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 Sonoma Water 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 Sonoma Water, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Sonoma Water 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 Sonoma Water 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 Sonoma Water 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 Sonoma Water may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Sonoma Water. 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 Sonoma Water.
- 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 Sonoma Water. Sonoma Water 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 Sonoma Water all such documents, which have not already been provided to Sonoma Water in such form or format as

Sonoma Water deems appropriate. Such documents shall be and will remain the property of Sonoma Water 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 Sonoma Water.

### **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 Sonoma Water'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 Sonoma Water approval of subconsultant.

- b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water 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 Sonoma Water 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 Sonoma Water Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Sonoma Water funding shall be used to purchase single-serving, disposable water bottles for use in Sonoma Water facilities or at Sonoma Water-sponsored events. This restriction shall not apply when potable water is not available.

16.2. *No Waiver of Breach:* The waiver by Sonoma Water 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 Sonoma Water 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 Sonoma Water 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.

16.11. *Waiver of Consequential Damages:* In no event shall Consultant, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by Sonoma Water or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or Consultant’s performance or non-performance of services pursuant to this Agreement. Limitations of liability provided in this paragraph apply whether the liability is claimed to arise in contract, tort (including negligence), strict liability, or otherwise. This limitation of liability shall not apply to damages or liability that is covered by Consultant’s insurance.

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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 18/19-055

By: \_\_\_\_\_  
Sonoma County Water Agency  
Division Manager - Administrative  
Services

Approved as to form:

By: \_\_\_\_\_  
Adam Brand, Deputy County Counsel

Insurance Documentation is on file with  
Sonoma Water

Date/TW Initials: 1/8/19 JES

**Sonoma County Water Agency**

**Jacobs Engineering Group, Inc.**, a Delaware corporation

By: \_\_\_\_\_  
Grant Davis  
General Manager  
Authorized per Sonoma County Water  
Agency's Board of Directors Action on  
February 5, 2019

By: \_\_\_\_\_  
\_\_\_\_\_  
(Please print name here)

Title: \_\_\_\_\_

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

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

# Exhibit A

## Scope of Work

### 1. TASKS

- 1.1. Task 1: Establish and Document Vision, Goals, and Objectives for Water Resiliency Study
  - a. Conduct up to two meetings with Sonoma Water and its Retail Customers to develop an initial vision and strategy for the Regional Water Supply Resiliency Study (Study)
  - b. Prepare agendas and meeting minutes.
    - i. Review. Submit to Sonoma Water for review.
      - a) First Draft: Prepare agendas and meeting minutes in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return 1 copy of the draft agendas and meeting minutes to Consultant with comments or approval in writing.
      - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft agendas and meeting minutes and resubmit one electronic copy of the agendas and meeting minutes for Sonoma Water approval.
    - ii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved agendas and meeting minutes to Sonoma Water in accordance with the date listed for this deliverable.
  - c. Based on these meetings, work with Sonoma Water to develop a white paper outlining the Study vision, goals, and objectives as follows.
    - i. Contents. Prepare a white paper that includes, but is not limited to, the items below.
      - a) Table of Contents
      - b) Summary of Study vision, goals, and objectives
      - c) A detailed description of the work performed, including methodology, literature reviewed, and individuals and agencies contacted
      - d) Other information to support the document or as requested by Sonoma Water
    - ii. Review. For each deliverable listed in this task, submit to Sonoma Water for review.
      - a) First Draft: Prepare the document in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return 1 copy of the draft document to Consultant with comments or approval in writing.
      - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft document and resubmit one electronic copy of the document for Sonoma Water approval.

- iii. Final: Following Sonoma Water approval and prior to Sonoma Water’s acceptance of work under this Agreement, submit the final approved document to Sonoma Water in accordance with the date listed for this deliverable.

<b>Deliverable</b>	<b>Due Date</b>
Draft agendas	Within 7 calendar days prior to each meeting
Final agendas	At each meeting
Draft minutes	Within 7 calendar days after each meeting
Final minutes	Within 7 calendar days of Sonoma Water’s approval of draft
Draft white paper	A mutually agreed upon date
Final white paper	Within 14 calendar days of Sonoma Water’s approval of draft

1.2. Task 2: Review and Refine Resiliency Planning Framework

- a. Review and refine Consultant’s existing Resiliency Planning Framework (Framework) for the regional water systems that make up the Sonoma Water service area and the Study objectives using input from Sonoma Water.
- b. Guide the overall approach for developing the Study.
- c. Develop a white paper outlining the Framework and describing the key steps for the Study, as follows:
  - i. Contents. Prepare a white paper of up to five pages that includes, but is not limited to, the items below.
    - a) Table of Contents
    - b) Outline of Framework and describing the key steps
    - c) A detailed description of the work performed, including methodology, literature reviewed, and individuals and agencies contacted
    - d) Other information to support the white paper or as requested by Sonoma Water
  - ii. Review. Submit to Sonoma Water for review.
    - a) First Draft: Prepare the white paper in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return 1 copy of the draft white paper to Consultant with comments or approval in writing.
    - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft white paper and resubmit one electronic copy of the white paper for Sonoma Water approval.
  - iii. Final: Following Sonoma Water approval and prior to Sonoma Water’s acceptance of work under this Agreement, submit the final approved white paper to Sonoma Water in accordance with the date listed for this deliverable.



<b>Deliverable</b>	<b>Due Date</b>
Draft white paper	A mutually agreed upon date
Final white paper	Within 14 calendar days of Sonoma Water's approval of draft

1.3. Task 3: Conduct Initial Scoping Meetings

- a. Conduct initial meetings with Sonoma Water and the Technical Advisory Committee Ad Hoc (TAC Ad Hoc) to discuss the Study objectives and goals, receive input on areas of focus and opportunities, and gather additional relevant information such as existing models, analysis tools, and data
- b. Coordinate and participate in up to three scoping meetings to support this effort.
- c. Prepare agendas, meeting minutes, and meeting summaries.
  - i. Review. For each deliverable listed in this task, submit to Sonoma Water for review.
    - a) First Draft: Prepare the document in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return 1 copy of the draft document to Consultant with comments or approval in writing.
    - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft document and resubmit one electronic copy of the document for Sonoma Water approval.
  - ii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved document to Sonoma Water in accordance with the date listed for this deliverable.

<b>Deliverable</b>	<b>Due Date</b>
Draft agendas	Within 7 calendar days prior to each meeting
Final agendas	At each meeting
Draft minutes	Within 7 calendar days after each meeting
Final minutes	Within 7 calendar days of Sonoma Water's approval of draft
Draft summary	Within 7 calendar days after each meeting
Final summary	Within 7 calendar days of Sonoma Water's approval of draft

1.4. Task 4: Evaluate and Select Decision Support Modeling Platform

- a. Develop a set of requirements for the decision support modeling tool.
- b. Evaluate up to five modeling platforms for the established requirements.
- c. Hold one meeting to present results to Sonoma Water and the TAC Ad Hoc
- d. Select one platform for Phase 2 of the Study.

- e. Prepare a technical memorandum summarizing the requirements, evaluation, and selection of the decision support modeling platform.
  - i. Contents. Prepare a technical memorandum that includes, but is not limited to, the items below.
    - a) Table of Contents
    - b) Summary of the requirements, evaluation, and selection of the decision support modeling platform
    - c) A detailed description of the work performed, including methodology, literature reviewed, and individuals and agencies contacted
    - d) Other information to support the technical memorandum or as requested by Sonoma Water
  - ii. Review. Submit to Sonoma Water for review.
    - a) First Draft: Prepare the technical memorandum in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return 1 copy of the draft technical memorandum to Consultant with comments or approval in writing.
    - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft technical memorandum and resubmit one electronic copy of the technical memorandum for Sonoma Water approval.
  - iii. Final: Following Sonoma Water approval and prior to Sonoma Water’s acceptance of work under this Agreement, submit the final approved technical memorandum to Sonoma Water in accordance with the date listed for this deliverable.

<b>Deliverable</b>	<b>Due Date</b>
Draft technical memorandum	A mutually agreed upon date
Final technical memorandum	Within 14 calendar days of Sonoma Water’s approval of draft

- 1.5. Task 5: Identify Critical Uncertainties and Develop Storylines and Scenarios
  - a. Work with Sonoma Water and the TAC Ad Hoc to identify and document the type of uncertainties (or driving forces) influencing the reliability or resiliency of an integrated regional water system.
  - b. Depending on the number identified, organize uncertainties into categories such as natural systems (e.g. climate, hydrology, wildfire, and seismic), demographic (e.g. population and land use), economic (e.g. growth and industry, willingness to pay), technological (e.g. water efficient fixtures), social (e.g. degree of acceptance of regionalization, adoption of more sustainable options), and governance (e.g. Sustainable Groundwater Management Act implementation).
  - c. Survey Sonoma Water and members of the TAC Ad Hoc to receive input on the relative uncertainty and relative importance of each driving force.

- d. Based on results of the uncertainties surveys and discussions with Sonoma Water and members of the TAC Ad Hoc, develop storylines and scenarios.
- e. Work with Sonoma Water and the TAC Ad Hoc to develop and document storylines and scenarios that best fit the understanding and needs of the Study.
- f. Prepare a technical memorandum of less than 10 pages summarizing the driving forces, survey results, critical uncertainties, storylines, and scenarios.
  - i. Contents. Prepare a technical memorandum that includes, but is not limited to, the items below.
    - a) Table of Contents
    - b) Summary of the driving forces, survey results, critical uncertainties, storylines, and scenarios
    - c) A detailed description of the work performed, including methodology, literature reviewed, and individuals and agencies contacted
    - d) Other information to support the technical memorandum or as requested by Sonoma Water
  - ii. Review. Submit to Sonoma Water for review.
    - a) First Draft: Prepare the technical memorandum in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return 1 copy of the draft technical memorandum to Consultant with comments or approval in writing.
    - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft technical memorandum and resubmit one electronic copy of the technical memorandum for Sonoma Water approval.
  - iii. Final: Following Sonoma Water approval and prior to Sonoma Water’s acceptance of work under this Agreement, submit the final approved technical memorandum to Sonoma Water in accordance with the date listed for this deliverable.

<b>Deliverable</b>	<b>Due Date</b>
Draft technical memorandum	A mutually agreed upon date
Final technical memorandum	Within 14 calendar days of Sonoma Water’s approval of draft

- 1.6. Task 6: Identify Range of Water Supply Options
  - a. Work with Sonoma Water and the TAC Ad Hoc to compile an initial list of water supply options to be considered. This initial list of options will assist in understanding the scope of work for Phase 2 and will allow the team to analyze Study outcomes and issues prior to the Decision Support Tool application.
  - b. Prepare a technical memorandum of up to five pages summarizing the initial range of water supply options.

- i. Contents. Prepare a technical memorandum that includes, but is not limited to, the items below.
  - a) Table of Contents
  - b) Summary of the initial range of water supply options
  - c) A detailed description of the work performed, including methodology, literature reviewed, and individuals and agencies contacted
  - d) Other information to support the technical memorandum or as requested by Sonoma Water
- ii. Review. Submit to Sonoma Water for review.
  - a) First Draft: Prepare the technical memorandum in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return 1 copy of the draft technical memorandum to Consultant with comments or approval in writing.
  - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft technical memorandum and resubmit 14 copies of the technical memorandum for Sonoma Water approval.
- iii. Final: Following Sonoma Water approval and prior to Sonoma Water’s acceptance of work under this Agreement, submit the final approved technical memorandum to Sonoma Water in accordance with the date listed for this deliverable.

<b>Deliverable</b>	<b>Due Date</b>
Draft technical memorandum	A mutually agreed upon date
Final technical memorandum	Within 14 calendar days of Sonoma Water’s approval of draft

1.7. Task 7: Stakeholder Outreach and Coordination

- a. Outreach: Based on the input received during the scoping process and during the development of the draft work plan under Task 8, assist Sonoma Water in additional stakeholder outreach.
- b. Coordination: Prepare agendas and coordinate up to three additional meetings with Sonoma Water, the TAC Ad Hoc, and other stakeholders including state and local agencies, business, industry, and related organizations. Prepare agendas and meeting minutes.
  - i. Review. Submit to Sonoma Water for review.
    - a) First Draft: Prepare agendas and meeting results report in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return 1 copy of the draft agendas and meeting results report to Consultant with comments or approval in writing.
    - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft agendas and meeting results report and resubmit one electronic copy of the agendas and meeting results report for Sonoma Water approval.

- ii. Final: Following Sonoma Water approval and prior to Sonoma Water’s acceptance of work under this Agreement, submit the final approved agendas and meeting results report to Sonoma Water in accordance with the date listed for this deliverable.

<b>Deliverable</b>	<b>Due Date</b>
Draft agendas	Within 7 calendar days prior to each meeting
Final agendas	At each meeting
Draft meeting results report	Within 7 calendar days after each meeting
Final meeting results report	Within 7 calendar days of Sonoma Water’s approval of draft

1.8. Task 8: Prepare Study Work Plan

- a. Develop a detailed plan for the components of work needed for Phase 2 of the Study (Work Plan). The Work Plan will summarize the technical memoranda prepared in Tasks 1 through 7.
- b. Develop a programmatic schedule and cost for each work element outlined in the Work Plan. Document the schedule and cost as separate sections of the Work Plan.
- c. Provide an initial outline of the Work Plan (Outline) to Sonoma Water as follows:
  - i. Contents. Prepare an Outline that includes, but is not limited to, the items below.
    - a) Table of Contents
    - b) Summary of the scope of work, timing and phasing of work elements, and estimated costs for Phase 2 tasks
    - c) A detailed description of the work performed, including methodology, literature reviewed, and individuals and agencies contacted
    - d) Other information to support the Outline or as requested by Sonoma Water
  - ii. Review. Submit to Sonoma Water for review.
    - a) First Draft: Prepare the Outline in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return one copy of the draft Outline to Consultant with comments or approval in writing.
    - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft Outline and resubmit one electronic copy of the Outline for Sonoma Water approval.
  - iii. Final: Following Sonoma Water approval and prior to Sonoma Water’s acceptance of work under this Agreement, submit the final approved Outline to Sonoma Water in accordance with the date listed for this deliverable.

- d. Following comments on the Outline, prepare a draft of the Work Plan and provide to Sonoma Water for comment as follows:
  - i. Contents. Prepare a Work Plan that includes, but is not limited to, the items below.
    - a) Table of Contents
    - b) Summary of the scope of work, timing and phasing of work elements, and estimated costs for Phase 2 tasks
    - c) A detailed description of the work performed, including methodology, literature reviewed, and individuals and agencies contacted
    - d) Other information to support the Work Plan or as requested by Sonoma Water
  - ii. Review. Submit to Sonoma Water for review.
    - a) First Draft: Prepare the Work Plan in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return 1 copy of the draft Work Plan to Consultant with comments or approval in writing.
    - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft Work Plan and resubmit one copy of the draft Work Plan for Sonoma Water approval.
- e. Meet with Sonoma Water and the TAC Ad Hoc to discuss the key comments on the Work Plan and develop actions to address particular issues.
- f. Prepare a final Work Plan and provide to Sonoma Water as follows:
  - i. Final: Following Sonoma Water approval and prior to Sonoma Water’s acceptance of work under this Agreement, submit the final approved Work Plan to Sonoma Water in accordance with the date listed for this deliverable.

<b>Deliverable</b>	<b>Due Date</b>
Draft Outline	A mutually agreed upon date
Final Outline	Within 14 calendar days of Sonoma Water’s approval of draft
Draft Work Plan	A mutually agreed upon date
Final Work Plan	Within 14 calendar days of Sonoma Water’s approval of draft

- 1.9. Task 9: Project Management, Meetings, and Monthly Progress Reports
  - a. Project Management: Project management activities associated with the Work Plan involve communications, cost and schedule management, and meeting support.
  - b. Meetings: Conduct up to four meetings with Sonoma Water to complete the final Work Plan. Meetings will be held in Sonoma County.
  - c. Monthly Progress Reports:
    - i. Prepare monthly progress reports. Submit one copy to Sonoma Water in accordance with the date listed for this deliverable.

- ii. Include the following in each monthly progress:
  - c) A detailed list of work performed
  - d) Dates and subject of meetings conducted, meeting attendees, and summary of meeting results
  - e) Budget status
  - f) Other information as appropriate or as requested by Sonoma Water

<b>Deliverable</b>	<b>Due Date</b>
Monthly progress report	Monthly with invoices

1.10. Optional Task 10: Additional Services

- a. Do not proceed with this task unless requested in writing by Sonoma Water.
- b. Perform additional services as requested by Sonoma Water to support the work. The additional services will be agreed to by Consultant and Sonoma Water and described in writing by Sonoma Water.
- c. Optional task shall not include tasks or labor categories for which prevailing wages have been established.

<b>Deliverable</b>	<b>Due Date</b>
To be determined	To be determined

**2. DELIVERABLES**

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

## Exhibit B

### Schedule of Costs

<b>Classification</b>	<b>2019</b>	<b>2020</b>
Principal Technologists/Principal Project Manager	\$246	\$252
Sr. Technologist*/Sr. Project Manager	\$231	\$236
Engineer Specialist*/Project Manager	\$215	\$221
Project Engineer*	\$200	\$205
Associate Engineer*	\$182	\$187
Staff Engineer 2*	\$165	\$169
Staff Engineer 1*	\$149	\$152
Engineering/Environmental Tech 5	\$159	\$163
Engineering/Environmental Tech 4	\$144	\$147
Engineering/Environmental Tech 3	\$128	\$131
Engineering/Environmental Tech 2	\$115	\$118
Engineering/Environmental Tech 1	\$103	\$105
Office/Clerical	\$92	\$95
Notes: * includes engineering, consulting, planner and scientist disciplines		



## Exhibit C

### Estimated Budget for Scope of Work

<b>Task No.</b>	<b>Task Description</b>	<b>Estimated Cost</b>
1.1	Establish and Document Vision, Goals, and Objectives for Water Resiliency Study	\$8,436
1.2	Review and Refine Resiliency Planning Framework	\$4,348
1.3	Conduct Initial Stakeholder Meetings	\$13,544
1.4	Evaluate and Select Decision Support Modeling Platform	\$24,764
1.5	Identify Critical Uncertainties and Develop Storylines and Scenarios	\$16,228
1.6	Identify Range of Water Supply Options	\$9,436
1.7	Stakeholder Outreach and Coordination	\$14,432
1.8	Prepare Study Work Plan	\$28,360
1.9	Project Management, Meetings, and Monthly Progress Reports (includes travel expense for meetings in Tasks 1-8)	\$19,180
1.10	Optional Task 10, Additional Services	\$25,000
	<b>Total</b>	<b>\$163,728</b>

## Exhibit D

### 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.

Sonoma Water 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.
  - 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 Sonoma Water. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving Sonoma Water.
  - 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 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. Professional Liability/Errors and Omissions Insurance
- a. Minimum Limit: \$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 Sonoma Water.
  - 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.
- 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 18/19-055.
  - 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 Sonoma Water for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, 1.3. or 1.4, 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.
- 1.7. Policy Obligations
- a. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

1.8. 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. Sonoma Water, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Sonoma Water may purchase the required insurance, and without further notice to Consultant, Sonoma Water may deduct from sums due to Consultant any premium costs advanced by Sonoma Water for such insurance. These remedies shall be in addition to any other remedies available to Sonoma Water.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/04/2019

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 LIC #0437153 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071	1-212-948-1306	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No): 1-212-948-1306
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 1000 Wilshire Blvd., Suite 2100 Los Angeles, CA 90017		INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22667	

**COVERAGES**

CERTIFICATE NUMBER: 55061786

REVISION NUMBER:

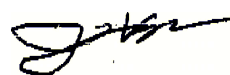
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G71096750	07/01/18	07/01/19	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> 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			ISA H25158684	07/01/18	07/01/19	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							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	\$
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C6479033A (AOS)	07/01/18	07/01/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A			N/A	WCU C64789533 (LA, OH, TX)	07/01/18	07/01/19	E.L. EACH ACCIDENT	\$ 1,000,000
A				SCF C64789570 (WI)	07/01/18	07/01/19	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY "CLAIMS MADE"			EON G21655065 009	07/01/18	07/01/19	PER CLAIM/PER AGG	1,000,000
							AGGREGATE	
							DEFENSE INCLUDED	

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

RE: Regional Water Supply Resiliency Study. CONTRACT END DATE: 12/31/2019. SECTOR: Public. \*\$2,250,000 SIR FOR STATES OF: LA, OH, TX. Sonoma County Water Agency, its officers, agents, and employees are added as an additional insured for general liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. Coverage is primary and certificate holder's insurance is excess and non-contributory. General Liability coverage includes the severability of interests/Cross Suits Liability provision in favor of the holder. \*THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.\*

**CERTIFICATE HOLDER****CANCELLATION**

Sonoma County Water Agency 404 Aviation Blvd Santa Rosa, CA 95403-9019 USA	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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ACORD 25 (2016/03)

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nyumdo\_newgalexey  
55061786

### ADDITIONAL INSURED - AUTOMATIC STATUS

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 2
Policy Symbol HDO	Policy Number G71096750	Policy Period 07/01/2018 TO 07/01/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

#### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

#### **SCHEDULE**

**Name of Person or Organization:** Any person or organization for whom any Named Insured is required by written contract or agreement to provide insurance, entered into prior to the loss, where such written contract or agreement does not expressly identify a particular Insurance Service Organization Form to be applied to their additional insured status.

Who Is An Insured (Section II) includes as an additional insured the person or organization shown in the Schedule, but the insurance shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided such additional insured exceed the scope of the coverage and/or limits required by said contract or agreement; and, if such additional insured's scope of coverage is not expressly stated in such contract or agreement, then such coverage is limited to the additional insured's vicarious liability to the extent directly caused by the Named Insured's negligence during the Named Insured's ongoing operations. This insurance shall be primary insurance to the extent required by said contract or agreement, and any other insurance or self-insurance maintained by such person or organization shall be noncontributory with the insurance provided hereunder to the extent specified in said contract agreement.

Where the contract or agreement provides that the additional insured's scope of coverage is for the Named Insured's indemnity obligations under such contract or agreement, then such coverage shall be limited to the extent such indemnity obligations are enforceable under applicable law.

Notwithstanding the foregoing sentence, in no event shall the insurance provided such additional insured exceed the scope of coverage required by said contract or agreement

Notwithstanding anything to the contrary, the coverage provided an additional insured under this endorsement shall be limited to the minimum coverage limits required to be provided by the Named Insured under the written contract or agreement.

## NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 13
Policy Symbol HDO	Policy Number G71096750	Policy Period 07/01/2018 TO 07/01/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B.** The Schedule must be initially provided to us within 15 days after:
- i. The beginning of the Policy period, if this endorsement is effective as of such date; or
  - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H.** We may arrange with your representative to send such notice in the event of any such cancellation.
- I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J.** This endorsement does not apply in the event that you cancel the Policy.



All other terms and conditions of the Policy remain unchanged.

A handwritten signature in black ink, appearing to be 'C. A. H.', written above a horizontal line.

Authorized Representative

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY**

Named Insured <b>Jacobs Engineering Group Inc.</b>			Endorsement Number <b>3</b>
Policy Symbol <b>ISA</b>	Policy Number <b>H25158684</b>	Policy Period <b>07/01/2018 TO 07/01/2019</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company) <b>ACE American Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

- A.** If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B.** The Schedule must be initially provided to us within 15 days after:
- i.** The beginning of the Policy period, if this endorsement is effective as of such date; or
  - ii.** This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H.** We may arrange with your representative to send such notice in the event of any such cancellation.
- I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

A handwritten signature in black ink, appearing to be 'C. A. H.', positioned above a horizontal line.

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Authorized Representative

**Workers' Compensation and Employers' Liability Policy**

Named Insured JACOBS ENGINEERING GROUP INC. 600 WILSHIRE BOULEVARD, SUITE 1000 LOS ANGELES CA 90017	Endorsement Number
	Policy Number Symbol: WLR      Number: C647033A
Policy Period 07-01-2018 <b>TO</b> 07-01-2019	Effective Date of Endorsement 07-01-2018
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY**

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B. The Schedule must be initially provided to us within 15 days after:
  - i. The beginning of the Policy period, if this endorsement is effective as of such date; or
  - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D. Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H. We may arrange with your representative to send such notice in the event of any such cancellation.
- I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This Endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.



\_\_\_\_\_  
Authorized Representative

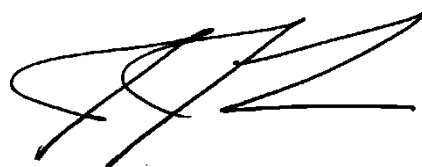
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured <b>Jacobs Engineering Group Inc.</b>			Endorsement Number <b>86</b>
Policy Symbol <b>EON</b>	Policy Number <b>G21655065 009</b>	Policy Period <b>07/01/2018 to 07/01/2019</b>	Effective Date of Endorsement <b>07/01/2018</b>
Issued By (Name of Insurance Company) <b>ACE American Insurance Company</b>			

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE**

- A. If **We** cancel or non-renew the **Policy** prior to its expiration date by notice to **You** for any reason other than nonpayment of premium, **We** will endeavor, as set out below, to send written notice of cancellation or non-renewal via such electronic or other form of notification as **We** determine, to the persons or organizations listed in the schedule that **You** or **Your** representative provide or have provided to **Us** (the **Schedule**). **You** or **Your** representative must provide **Us** with both the physical and e-mail address of such persons or organizations, and **We** will utilize such e-mail address and/or physical address that **You** or **Your** representative provided to **Us** on such **Schedule**.
- B. The **Schedule** must be initially provided to **Us** within 30 days after:
- i. The beginning of the **Policy Period**, if this endorsement is effective as of such date; or
  - ii. This endorsement has been added to the **Policy**, if this endorsement is effective after the **Policy Period** commences.
- C. The **Schedule** must be in a format that is acceptable to **Us** and must be accurate.
- D. **Our** delivery of the notification as described in Paragraph A of this endorsement will be based on the most recent **Schedule** in **Our** records as of the date the notice of cancellation or non-renewal is mailed or delivered to **You**.
- E. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy**.
- F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Schedule** in the event of a pending cancellation or non-renewal of coverage. **We** have no legal obligation of any kind to any such person(s) or organization(s). **Our** failure to provide advance notification of cancellation or non-renewal to the person(s) or organization(s) shown in the **Schedule** shall impose no obligation or liability of any kind upon **Us**, **Our** agents or representatives, will not extend any **Policy** cancellation or non-renewal date and will not negate any cancellation or non-renewal of the **Policy**.
- G. **We** are not responsible for verifying any information provided to **Us** in any **Schedule**, nor are **We** responsible for any incorrect information that **You** or **Your** representative provide to **Us**. If **You** or **Your** representative does not provide **Us** with a **Schedule**, **We** have no responsibility for taking any action under this endorsement. In addition, if neither **You** nor **Your** representative provides **Us** with e-mail address and/or physical address information with respect to a particular person or organization, then **We** shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H. With respect to this endorsement **Our**, **Us** or **We** means the stock insurance company listed in the Declarations, and **You** or **Your** means the insured person or entity listed in Item 1 of the Declarations page.

All other terms and conditions of this **Policy** remain unchanged.



\_\_\_\_\_  
Authorized Representative

# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
01/04/2019

NAME OF INSURED: Jacobs Engineering Group Inc.



## 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 Directors, Sonoma County Water Agency

**Board Agenda Date:** February 5, 2019

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Steve Koldis 707-547-1914

**Supervisorial District(s):**

Third

**Title:** Design Engineering Services for the Santa Rosa Creek Crossing Project

### **Recommended Actions:**

In an ongoing effort to provide a reliable source of drinking water to the Sonoma Water Service Area and implement a key project in the 2018 Local Hazard Mitigation Plan: Authorize Sonoma County Water Agency's General Manager to execute an agreement with Mott MacDonald for engineering design services and assistance during bidding and construction for the Santa Rosa Aqueduct at Santa Rosa Creek Crossing Project through March 31, 2022 in the not-to-exceed amount of \$420,555.

### **Executive Summary:**

The Santa Rosa Aqueduct is vulnerable to failure in the event of an earthquake where it currently crosses the Santa Rosa Creek in downtown Santa Rosa near the intersection of 2nd Street and E Street. Sonoma County Water Agency (Sonoma Water) has identified this vulnerability in its 2008 Natural Hazard Reliability Assessment and has conceptually designed a fix that will increase the reliability of the pipeline in the event of an earthquake. Sonoma Water has reviewed three qualified firms and has selected Mott MacDonald based on their experience with similar projects to design a project involving trenchless pipeline technologies crossing the Santa Rosa Creek under the E Street bridge.

### **Discussion:**

#### **HISTORY OF ITEM/BACKGROUND**

Sonoma Water conducted a hazard assessment of its water supply and transmission system that was published in the Phase II Natural Hazard Reliability Assessment, Water Supply and Transmission System for Sonoma County Water Agency, dated July 18, 2008 (Assessment).

On January 8, 2008, Sonoma Water adopted its first Local Hazard Mitigation Plan (Plan) that was approved by the Federal Emergency Management Agency (FEMA). This Plan has been updated as required by FEMA on a five-year recurring schedule. The most recent 2018 Local Hazard Mitigation Plan Update was adopted by the Board on October 9, 2018 and approved by FEMA on October 16, 2018.

The Assessment and Plan identify Santa Rosa Aqueduct at Santa Rosa Creek Crossing (Project) as one of several mitigation projects that could be implemented to reduce the risk of damage to, or failure of, the water supply and transmission system as a result of potential vulnerabilities to a major seismic event.

Sonoma County Board Resolution 17-0256, adopted on June 20, 2017, designates Sonoma Water’s General Manager, Assistant General Managers, and Chief Engineer as authorized agents of the Board to apply for, accept awards, and enter into agreements for Federal and/or State disaster funds. This “universal” resolution is effective for all open and future disasters up to 3 years of the date of approval, and enables Sonoma Water to efficiently interact with FEMA in the wake of disasters such as our recent flood and fire events.

Sonoma Water submitted a grant application to the U.S. Department of Homeland Security, FEMA Hazard Mitigation Grant Program to seismically retrofit the Santa Rosa Aqueduct at the Santa Rosa Creek crossing. There is a high risk of liquefaction and lateral spread risk at the Santa Rosa Creek crossing, where the pipeline is currently located. Liquefaction and lateral spread is a phenomenon where saturated, low cohesion soil materials that are subjected to a strong earthquake shaking lose strength (liquefy), causing ground movement (lateral spread) and/or failure of stream banks. Because the pipeline is currently located within the vulnerable creek banks, it may also be damaged or destroyed.

The proposed project will mitigate this risk by moving the pipeline out of the creek bank and relocating it beneath E Street. The reason this mitigates the risk is two-fold: First, the pipeline will be installed below the elevation of the creek. Since any failure that occurs from liquefaction and lateral spread would occur within the upper creek banks, the lowered pipeline would not be affected. Second, the pipeline will cross the creek channel where the creek is confined within a concrete box culvert. Since the creek bank is essentially reinforced concrete at this location, lateral spread will not occur here and the pipeline will not fail due liquefaction and lateral spread.

In November 2018, the California Office of Emergency Services notified Sonoma Water that FEMA had awarded Sonoma Water a grant in the amount of \$2,979,959 for the Santa Rosa Creek Crossing Project.

Expenditures for consulting services, Sonoma Water project and grant management, design review, environmental documents, right-of-way, contract administration, and inspection services, and construction costs are estimated as follows:

	<b>Budgeted</b>	<b>Estimated</b>	<b>Estimated</b>	<b>Estimated</b>
	<b>FY18-19</b>	<b>FY19-20</b>	<b>FY20-21</b>	<b>FY21-22</b>
Engineering Design Services	\$420,555			
Sonoma Water Project and Grant Management, Design Review, Environmental Documents, Right-of-Way	\$189,445	\$434,950	\$47,600	
Construction			\$6,000,000	\$500,000
Construction Inspection and Contract Administration			\$500,000	\$148,440
<b>Total Estimated Costs by Fiscal Year</b>	<b>\$610,000</b>	<b>\$434,950</b>	<b>\$6,547,600</b>	<b>\$648,440</b>
<b>Total Estimated Project Cost</b>	<b>\$8,240,990</b>			



FEMA Grant Award	\$2,979,959
Sonoma Water Estimated Cost Share	\$5,261,031

Sonoma Water staff will return to the Board to award the construction contract.

**SELECTION PROCESS**

On March 22, 2018, Sonoma Water and its affiliated sanitation districts issued a Request for Statements of Qualifications to 29 firms. The Request for Statements of Qualifications was also posted on the Sonoma Water and County of Sonoma Purchasing Department websites. Ten firms submitted Statements of Qualifications.

The following criteria were used to evaluate each firm:

- A) Thoroughness of Statements of Qualifications
- B) Professional qualifications and demonstrated ability to perform the work
- C) Exceptions to standard terms in the sample agreement

Based on the evaluations, the following respondents were selected for the list of qualified consultants:

- 1) AECOM, Oakland, CA
- 2) BKF Engineers, Santa Rosa, CA
- 3) Coastland Civil Engineering, Santa Rosa, CA
- 4) InfraTerra, San Francisco, CA
- 5) Kennedy/Jenks Consultants, Santa Rosa, CA
- 6) Kleinfelder, Santa Rosa, CA
- 7) Mott MacDonald, Pleasanton, CA
- 8) Schaaf and Wheeler, Santa Rosa, CA
- 9) West Yost, Santa Rosa, CA
- 10) Woodward Curran, Walnut Creek, CA

**SERVICES TO BE PERFORMED**

Under the proposed agreement, Mott MacDonald (Consultant) was selected to prepare engineered designs for traditional and trenchless aqueduct replacement at E Street and at Sonoma Avenue in Santa Rosa, including assessment of structural interaction with the E Street bridge, and conduct geotechnical evaluations of the existing subsurface conditions. In preparing the contract bid documents for construction, Consultant will perform the full suite of engineering services including design and drafting services, utility locating, cost estimating, preparation of specifications, and preparation of miscellaneous documents required for completing the contract project manual and documenting the design. Once the Project has been let to bid, Consultant will assist Sonoma Water in responding to bidder questions. Consultant will also provide construction phase services including responding to requests for information, reviewing submittals and attending construction site meetings.

The cost of services will not exceed \$420,555; the term end date is March 31, 2022.

**RECOMMENDATION**

Sonoma Water staff recommends that the Board authorize Sonoma County Water Agency's General Manager to execute an agreement with Mott MacDonald for engineering design services through March 31, 2022 in the not-to-exceed amount of \$420,555.

**Prior Board Actions:**

10/9/2018: Resolution 18-0411 Adopting 2018 Sonoma County Water Agency Local Hazard Mitigation Plan  
 6/20/2017: Adopt a Resolution designating the Water Agency's General Manager, Assistant General Managers, and Chief Engineer/Director of Groundwater Management to file applications and execute agreements for federal and/or state disaster financial assistance.

**Strategic Plan Alignment**      Goal 3: Invest in the Future

The Santa Rosa Aqueduct and Santa Rosa Creek Crossing Project is an investment in the future because it is intended to provide a safe and reliable source of drinking water by replacing a vulnerable section of the pipeline with one that is designed to survive an earthquake.  
 Sonoma Water Strategic Plan Alignment: Water Supply and Transmission System, Goal 1: Protect drinking water supply and promote water-use efficiency.

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses	\$610,000	\$434,650	\$6,547,600
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>\$610,000</b>	<b>\$434,650</b>	<b>\$6,547,600</b>

**Funding Sources**

General Fund/WA GF			
State/Federal			\$2,979,959
Fees/Other	\$500,000	\$434,650	
Use of Fund Balance	\$110,000		\$3,567,641
Contingencies			
<b>Total Sources</b>	<b>\$610,000</b>	<b>\$434,950</b>	<b>\$6,547,600</b>

**Narrative Explanation of Fiscal Impacts:**

Total project costs are estimated to be \$8.2 million with \$2.9 million in offsetting grant funds, and \$5.3 million in Sonoma Water cost share. Budgeted amount of \$420,555 for engineering design services is available from FY 2018/2019 appropriations for the Santa Rosa Aqueduct Capital fund. No additional appropriation is required. FY 2018/2019 appropriations for staff costs for design, environmental, and right-of-way services were included in the Board-approved FY2018/2019 budget. Appropriations for ongoing staff costs for design, environmental and right-of-way activities will be budgeted in FY2019/2020. Appropriations for construction and inspection during construction will be budgeted in FY 2020/2021 and

FY 2021/2022. All appropriations will be budgeted in the Santa Rosa Aqueduct Capital fund. The customers on the Santa Rosa Aqueduct are responsible for setting a rate to generate revenue from water sales for the Aqueduct Capital Fund. Currently, this fund has sufficient annual revenue and fund balance for design costs, but will need approximately \$2 million in rate generated revenue to encumber the \$6 million construction contract. These funds are anticipated to be generated through rates and revenue bond financing.

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)

**Narrative Explanation of Staffing Impacts (If Required):**

N/A

**Attachments:**

Agreement

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

[2018 Local Hazard Mitigation Plan.](#)

S:\Agenda\agrees\01-29-2019 WA Engineering Services SR  
Creek Crossing\_summ.docm

CF/60-64-21 Mott MacDonald (Agree for Engineering and Design  
Services for Santa Rosa Aqueduct at the Santa Rosa Creek Crossing)  
18/19-058 (ID 7144)

## **DRAFT Agreement for Engineering and Design Services for Santa Rosa Aqueduct at the Santa Rosa Creek Crossing**

This agreement (“Agreement”) is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California (“Sonoma Water”) and **Mott MacDonald 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 certifies that it is a Delaware corporation duly authorized to do business in the State of California, registered with the Secretary of State of California, and represents that it is a duly qualified and licensed engineering firm, experienced in public utility design and related services.
- B. Sonoma Water conducted a hazard assessment of Sonoma Water’s water supply and transmission system that was published in the Phase II Natural Hazard Reliability Assessment, Water Supply and Transmission System for Sonoma County Water Agency, dated July 18, 2008 (NHRA).
- C. On January 8, 2008, Sonoma Water adopted its Local Hazard Mitigation Plan (LHMP) that has been approved by the Federal Emergency Management Agency (FEMA).
- D. On December 11, 2012, Sonoma Water adopted its 2012 Local Hazard Mitigation Plan Update.
- E. On October 9, 2018, Sonoma Water adopted its 2018 Local Hazard Mitigation Plan Update. FEMA completed their review and approved this plan on October 16, 2018.
- F. The NHRA and LHMP identify Santa Rosa Aqueduct at Santa Rosa Creek Crossing (Project) as one of several mitigation projects that could be implemented to reduce the risk of damage to or failure of the water supply and transmission system as a result of potential vulnerabilities to a major seismic event.
- G. In June 2016, Sonoma Water submitted a proposal to the U.S. Department of Homeland Security, Federal Emergency Management Agency’s (FEMA) Hazard Mitigation Grant Program to seismically retrofit the Project.
- H. In November 2018, the California Office of Emergency Services notified Sonoma Water that FEMA had awarded Sonoma Water a grant in the amount of \$2,979,959 for the Santa Rosa Creek Crossing project.
- I. Concurrent Resolution No. 04-0547, dated June 8, 2004, authorizes Sonoma County Water Agency’s General Manager to execute amendments to agreements related to the construction of projects (e.g., architectural design, engineering, inspection, etc.) so long as certain conditions are met, up to a maximum of \$50,000.

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 and Submittals
- c. Exhibit C: Schedule of Costs
- d. Exhibit D: Estimated Budget for Scope of Work
- e. Exhibit E: Federal Provisions
- f. Exhibit F: Insurance Requirements

**3. SCOPE OF SERVICES**

3.1. *Consultant’s Specified Services:* Consultant shall perform the services and submit the documents outlined in Exhibit A (Scope of Work) within the times or by the dates provided for in Exhibit B (Schedule and Submittals). 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 Sonoma Water:* Consultant shall cooperate with Sonoma Water in the performance of all work hereunder. Consultant shall coordinate the work, except assistance during construction, with Sonoma Water’s Project Manager. Consultant shall coordinate assistance during construction with Sonoma Water’s Construction Management Principal Engineer. Contact information and mailing addresses:

<b>Sonoma Water</b>	<b>Consultant</b>
Project Manager: Steve Koldis Phone: 707-547-1914 Email: Steve.Koldis@scwa.ca.gov	Contact: Chris Metzger 12647 Alcosta Boulevard, Suite 275 San Ramon, CA 94583 Phone: 925-469-8010 Email: chris.metzger@mottmac.com
Construction Management Principal Engineer: Mike West Phone: 707-547-1984 Email: Mike.West@scwa.ca.gov	

Sonoma Water	Consultant
Grant Manager: Joan Hultberg Phone: 707-547-1902 Email: joan.hultberg@scwa.ca.gov	
404 Aviation Boulevard Santa Rosa, CA 95403-9019	
<b>Remit invoices to:</b> Accounts Payable Same address as above or Email: ap_agreements@scwa.ca.gov	<b>Remit payments to:</b> Mott MacDonald Dept LA22336 14005 Live Oak Avenue Irwindale, CA 91706-1300

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 Sonoma Water shall not operate as a waiver or release. Sonoma Water has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. If Sonoma Water determines that any of Consultant’s work is not in accordance with such level of competency and standard of care, Sonoma Water, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Sonoma Water 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 Sonoma Water, 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 Sonoma Water.
- 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 Sonoma Water to be key personnel whose services were a material inducement to Sonoma Water to enter into this Agreement, and without whose services Sonoma Water 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 Sonoma Water.

- 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 \$420,555.
- b. No more than \$296,245 will be paid until the 100% Design Submittal 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 C (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit C. Expenses not expressly authorized by the Agreement shall not be reimbursed.

##### **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 Sonoma Water. The bills shall show or include:

- a. Consultant name
- b. Name of Agreement
- c. Sonoma Water's Project-Activity Code T0405C001
- 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
- h. List of reimbursable materials and expenses
- i. Copies of receipts for reimbursable materials and expenses

##### **4.4. *Monthly Reports with Invoices:*** Payment of invoices is subject to receipt of the monthly reports required under Task 9 of Exhibit A.

##### **4.5. *Cost Tracking:*** Consultant has provided an estimated breakdown of costs, included in Exhibit D (Estimated Budget for Scope of Work). Exhibit D will only be used as a tool to monitor progress of work and budget. Actual payment will be made as specified in Paragraph 4.1 above.

- 4.6. *Rate Changes:* Upon at least 30 days written notice, Consultant may change the hourly rates up to 3% per year, commencing one year from the Effective Date of this Agreement and no more than once every 12 months thereafter.
- 4.7. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Sonoma Water business after presentation of an invoice in a form approved by Sonoma Water for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Sonoma Water.
- 4.8. *Taxes Withheld by Sonoma Water:*
- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, Sonoma Water 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 4.8.a, Sonoma Water 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 4.8.a, then Sonoma Water 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 Sonoma Water of any changes in the facts. Forms should be sent to Sonoma Water pursuant to Article 17 (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 Sonoma Water with either a full or partial waiver from the State of California.
- 4.9. *Federal Funds:*
- a. All or part of this Agreement will be paid with federal awards. As a pass-through entity, Sonoma Water is required to provide certain information regarding federal award(s) to Consultant as a sub recipient. In signing this Agreement, Consultant acknowledges receipt of the following information regarding federal award(s) that will be used to pay this Agreement:

CFDA Title	Hazard Mitigation Grant Program
CFDA Number	97.039
Award Name	Water Transmission Pipeline Seismic Hazard Mitigation at the Santa Rosa Creek Crossing
Award Number	4240-34-23R



Federal Agency	U.S. Department of Homeland Security, Federal Emergency Management Agency
Pass-through Agency	California Office of Emergency Services

- b. As a sub recipient of federal awards, Consultant is subject to the provisions of U.S. Office of Management and Budget Circular A-133, *Audits of states, Local Governments, and Non-Profit Organizations* (hereinafter “OMB Circular A-133”). In signing this Agreement, Consultant acknowledges that it understands and will comply with the provisions of OMB Circular A-133. One provision of OMB circular A-133 requires a sub recipient that expends \$500,000 in federal awards during its fiscal year to have an audit performed in accordance with OMB Circular A-133. If such an audit is required, Consultant agrees to provide Sonoma Water with a copy of the audit report within nine months of Consultant’s fiscal year end. Questions regarding OMB Circular A-133 can be directed to the Sonoma County Auditor-controller Treasurer-Tax Collector’s Office - General Accounting Division.
- c. Consultant shall comply with all applicable Federal Requirements attached hereto as Exhibit E. In the event of any conflict between the applicable Federal Requirements attached hereto as Exhibit E and the body of this Agreement, the terms contained in Exhibit E shall control.

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

- 5.1. *Term of Agreement:* This Agreement shall expire on March 31, 2022, 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:* Sonoma Water’s right to terminate may be exercised by Sonoma County Water Agency’s General Manager.
- 6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Sonoma Water 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, Sonoma Water 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 Sonoma Water 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 12.11 and shall submit to Sonoma Water 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 Sonoma Water, 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 Sonoma Water terminates the Agreement for cause pursuant to Paragraph 6.3, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Consultant.
- 6.6. *Change in Funding:* Consultant understands and agrees that Sonoma Water shall have the right to terminate this Agreement immediately upon written notice to Consultant in the event that (1) any state or federal agency or other funder reduces, withholds or terminates funding which Sonoma Water anticipated using to pay Consultant for services provided under this Agreement or (2) Sonoma Water has exhausted all funds legally available for payments due under this Agreement.

## **7. INDEMNIFICATION**

- 7.1. Consultant agrees to accept responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to defend, 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 the negligence, recklessness, or willful misconduct of Consultant or its agents, employees, contractors, subcontractors, or invitees hereunder, whether or not there is concurrent or contributory negligence on Sonoma County Water Agency's part, but, to the extent required by law, excluding liability due to Sonoma County Water Agency's conduct. 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 F (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 Sonoma County Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that Sonoma Water 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 Sonoma Water.

**11. CONTENT ONLINE ACCESSIBILITY**

11.1. *Accessibility:* Sonoma Water 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 Sonoma Water managed or Sonoma Water 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 Sonoma Water's Web Site Accessibility Policy located at <http://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>.

- 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 Sonoma Water 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 Sonoma Water's Web Site Accessibility Policy shall be the responsibility of Consultant. If Sonoma Water, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Sonoma Water managed or Sonoma Water funded Web site does not comply with Sonoma Water Accessibility Standards, Sonoma Water will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Sonoma Water, repair or replace the non-compliant materials within such period of time as specified by Sonoma Water in writing. If the required repair or replacement is not completed within the time specified, Sonoma Water shall have the right to do any or all of the following, without prejudice to Sonoma Water'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 Sonoma Water, Sonoma Water 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 Sonoma Water in connection with such changes or repairs.
- 11.6. *Sonoma Water's Rights Reserved:* Notwithstanding the foregoing, Sonoma Water may accept deliverables that are not strictly compliant with Sonoma Water Accessibility Standards if Sonoma Water, in its sole and absolute discretion, determines that acceptance of such products or services is in Sonoma Water'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 Sonoma Water and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Sonoma Water provides its employees. In the event Sonoma Water 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. *Communication with Sonoma Water's Contractor:* All communication shall be between Consultant and Sonoma Water. Consultant shall have no authority to act on behalf of Sonoma Water, to stop work, to interpret conditions of the construction contract, or to give direction to Sonoma Water's contractor. Nothing in this provision shall serve to limit Consultant's responsibility to provide such engineering or related services as are required to complete other work or correct any errors or omissions of Consultant in the performance of services under this Agreement.
- 12.3. *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.
- 12.4. *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 Sonoma Water 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 Sonoma Water is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Sonoma Water with proof of payment of taxes on these earnings.
- 12.5. *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 Sonoma Water for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

- 12.6. *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 required by law or requested to do so by Sonoma Water, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Sonoma Water 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:* 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.
- 12.8. *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.
- 12.9. *Drug-Free Workplace Certification (Certification of Compliance):* By signing this Agreement, Consultant, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).

- b. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
  - i. The dangers of drug abuse in the workplace,
  - ii. Consultant's policy of maintaining a drug-free workplace,
  - iii. Any available counseling, rehabilitation, and employee assistance programs, and
  - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c. Provide, as required by Government Code section 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Agreement:
  - i. Will receive a copy of Consultant's drug-free policy statement, and
  - ii. Will agree to abide by terms of Consultant's condition of employment, contract or subcontract.

12.10. *Assignment of Rights:* Consultant assigns to Sonoma Water 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 Sonoma Water 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 Sonoma Water may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Sonoma Water. 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 Sonoma Water.

12.11. *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 Sonoma Water. Sonoma Water 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 Sonoma Water all such documents, which have not already been provided to Sonoma Water in such form or format as Sonoma Water deems appropriate. Such documents shall be and will remain the property of Sonoma Water 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 Sonoma Water.

### 13. **PREVAILING WAGES**

- 13.1. *General:* Consultant 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 Sonoma Water 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, 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 Sonoma Water and will be made available to any person upon request.
- 13.2. *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.
- 13.3. *Compliance Monitoring and Registration:* This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant 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)). Consultant 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, Consultant 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 Sonoma Water'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. Approved subconsultants are as follows: [Consultant: please confirm Prevailing Wage info for sub]

Name	Type of Services	Prevailing Wages Apply? Y/N
Woodward Drilling	Geotechnical Drilling	Y
Reese & Associates	Geotechnical Testing Laboratory	N

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 15.3. 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 Sonoma Water approval of subconsultant.

- b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water 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 Sonoma Water 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. MEDIATION OF DISPUTES**

16.1. If a dispute arises out of or relates to this Agreement, or an alleged breach thereof, and if the dispute cannot be settled through negotiation, before resorting to litigation, Sonoma Water and Consultant agree first to try in good faith to settle the dispute by mediation. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved mediators trained in construction industry mediation. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. If the dispute also involves claims against or by a construction contractor who has used or otherwise relied on any work product of Consultant, the Parties agree that the mediation required by this Article 16 will include the construction contractor as a participant. The cost of mediation shall be equally shared by the participating parties. Unless the participation of a construction contractor is required and that indispensable contractor is subject to an incompatible stipulation with Sonoma Water with regard to the same matters, the parties further agree that:

- a. The mediation shall be conducted in Santa Rosa, California.
- b. Unless otherwise agreed to in writing by the parties participating in the mediation, the mediation shall be concluded no later than sixty (60) days after the first mediation session. If the dispute has not been resolved at that time, any party may elect at that time to pursue litigation.
- c. The parties agree to exchange all relevant non-privileged documents before the first scheduled mediation session.

## **17. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS**

17.1. *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.

- 17.2. *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 17.

## **18. MISCELLANEOUS PROVISIONS**

- 18.1. *No Bottled Water:* In accordance with Sonoma Water Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Sonoma Water funding shall be used to purchase single-serving, disposable water bottles for use in Sonoma Water facilities or at Sonoma Water-sponsored events. This restriction shall not apply when potable water is not available.
- 18.2. *No Waiver of Breach:* The waiver by Sonoma Water 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.
- 18.3. *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 Sonoma Water 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 Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 18.4. *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.

- 18.5. *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.
- 18.6. *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.
- 18.7. *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.
- 18.8. *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.
- 18.9. *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.
- 18.10. *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 18/19-058

By: \_\_\_\_\_  
Sonoma County Water Agency  
Division Manager - Administrative Services

Approved as to form:

By: \_\_\_\_\_  
Elizabeth Coleman With, Deputy County  
Counsel

Insurance Documentation is on file with  
Sonoma Water

Date/TW Initials: \_\_\_\_\_

**Sonoma County Water Agency**

**Mott MacDonald LLC**, a limited liability  
company

By: \_\_\_\_\_  
Grant Davis  
General Manager  
Authorized per Sonoma County Water  
Agency's Board of Directors Action on  
**February 5, 2019**

By: \_\_\_\_\_  
Chris Metzger, Sr. Vice President

Title: \_\_\_\_\_

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

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

DIR Registration #: 1000013419

# Exhibit A

## Scope of Work

### 1. PROJECT DESCRIPTION

Sonoma Water conducted a hazard assessment of Sonoma Water's water supply and transmission system that was published in the Phase II Natural Hazard Reliability Assessment, Water Supply and Transmission System for Sonoma County Water Agency, dated July 18, 2008 (NHRA).

The NHRA identified Santa Rosa Aqueduct at Santa Rosa Creek Crossing (Project) as one of several mitigation projects that could be implemented to reduce the risk of damage to or failure of the water supply and transmission system as a result of potential vulnerabilities to a major seismic event.

The Project will use trenchless techniques. Two shafts will be constructed, one on either side of the E Street bridge and the creek channel located outside the limits of potential liquefaction and lateral spread. The sending shaft will be located in the center of E Street. The dimensions of this shaft are approximately 12 feet wide, 40-feet long, and 30-feet deep. The receiving shaft will be located on the opposite side of the channel in the middle of E Street approximately 250 feet from the sending shaft. The wall of the shafts will be constructed of either soil cement columns or a sheet pile and soil anchor system. Once the construction of the pipeline within the shafts is complete these shafts will be backfilled to the surface with a cementitious slurry.

The shaft north of the creek will be located such that the angle point of the existing pipeline is relatively close and the connection can be made without disruption of existing utility services.

From the shaft south of the creek, the pipeline will continue approximately 300 feet along a projection of the existing E Street alignment until reaching the intersection of E Street and Sonoma Avenue. From the angle point south of the creek within Sonoma Avenue the existing pipe alignment will extend approximately 300 feet along a projection of the existing Sonoma Avenue alignment until reaching the intersection of Sonoma Avenue and E Street. The pipeline located south of the trenchless creek crossing will be constructed in an open trench. Interrupted utility laterals to private residences would be restored. A sanitary sewer within E Street may need to be relocated with the permission of the City of Santa Rosa. Traffic loops will be interrupted and replaced as a result of the trenching.

Groundwater within the sending and receiving shafts will need to be drawn down in order to complete the construction. Construction related dewatering requires permitting. Unwanted groundwater will either be discharged to the sewer, treated and discharged to the creek, or trucked offsite.

The E Street bridge is constructed on a grid of pipe pile foundation and sits on two box culverts that direct Santa Rosa Creek into an underground tunnel beneath the Federal building. Prior to tunneling, Sonoma Water will need to be assured that the safety of the existing bridge is not compromised either prior to or after the construction of this Project.

The pipeline will require additional appurtenant features as required in the standard construction of aqueducts. Air valves with blow offs and their vaults will be installed at the high points on either side of the creek. Butterfly valves may be installed as necessary to facilitate construction and/or maintenance. Cathodic protection anode beds and test stations will be installed to prevent corrosion of the steel.

Once the Project has been completed, the street will be returned to its preconstruction state. Traffic loops will be restored and service laterals will be reconstructed. Street repair and resurfacing will consist of grinding the edges and ends of the remaining asphalt surfaces to provide smooth transitions when repaving the trench and shaft areas. Once repaved, the street lanes would be restriped.

Consultant shall be responsible for developing approximately 25 specific technical specifications for the Project including, but not limited to:

- Geotechnical Instrumentation and Monitoring
- Shaft Construction
- Microtunneling or Horizontal Auger Boring or other trenchless method, if chosen
- Jacked Casing
- Contact Grouting
- Annular Backfill Grout
- Insertion of Carrier Pipe into Jacked Casing
- Carrier Pipe, if specialty material such as fusible PVC
- Dewatering
- Shoring and protective systems
- Trenching
- Asphalt Concrete
- Shoring and Protective Systems
- Aggregate Base
- Cathodic Protection Systems
- Trenching backfilling and compacting for utilities
- Excavation and Bedding
- Field Pipe Welding
- Paints and Coatings
- Appurtenant features e.g. butterfly valves, air valves, gate valves, etc.
- Excavation and Fill
- Disinfection and Bacteriological Testing
- Soil Cement or CDF backfill
- Abandonment of Water Pipeline

- Steel Pipe

## 2. **GENERAL**

- 2.1. Consultant agrees to perform obligations described in this Agreement and to furnish necessary engineering skills, services, labor, supplies, supervision, and material required to perform and complete the Project.
- 2.2. By execution of this Agreement, Consultant warrants that it has carefully examined the Project site and has satisfied itself of local and any special conditions affecting this Scope of Work. Tests, survey results, geotechnical reports, or other data or information, whether furnished by Sonoma Water, or referenced in this Agreement, are for the Consultant's convenience. Sonoma Water does not guarantee that such tests or preliminary investigations or other data and information are accurate and assumes no responsibility whatsoever as to their accuracy or interpretation. Consultant shall satisfy itself as to the accuracy or interpretation of such tests or survey results or other information or data.

## 3. **TASKS**

- 3.1. Task 1: Rights-of-Way
  - a. Sonoma Water will acquire such permissions or rights necessary for Consultant and Sonoma Water to gain lawful entry into, across, over or upon property not owned by Sonoma Water, which are necessary for investigations, surveys, or studies required for Consultant to provide the services described in this Scope of Work. The acquisition of permissions and rights typically required for projects with services similar to those Consultant shall provide under this Scope of Work, and the activities (public information and outreach) that are occasionally desirable and necessary to facilitate those acquisitions, can be time consuming and lengthy processes. Therefore, at the project Kick-off meeting and thereafter, Consultant shall identify the necessary acquisitions, coordinate with Sonoma Water in a timely manner to allow Sonoma Water to obtain the permission or legal rights required, and shall set and adjust the schedule and timing of Consultant's services and activities required under this Scope of Work as needed.
- 3.2. Task 2: Cost Estimates
  - a. Prepare a Statement of Probable Construction Costs broken down by bid item, and revise as required herein. Provide estimated quantities for unit priced items.
- 3.3. Task 3: Geotechnical Investigation Program
  - a. Obtain permits for and perform subsurface geotechnical investigations in support of design efforts.



- b. Provide a preliminary geotechnical report in conjunction with the 30% design for review and comment.
  - c. Provide a final geotechnical report in conjunction with the 60% Design.
- 3.4. Task 4: Design Services
- a. Preliminary Design:
    - i. Consult with Sonoma Water to define and clarify Sonoma Water's requirements for the Project and available data.
    - ii. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Consultant including, but not limited to, City of Santa Rosa, North Coast Regional Water Quality Control Board, Sonoma County Department of Transportation and Public Works Integrated Waste Division Operations.
    - iii. Identify and evaluate at least 2 alternative solutions available to Sonoma Water and, after consultation with Sonoma Water, recommend to Sonoma Water those solutions that in Consultant's judgment meet Sonoma Water's requirements for the Project.
    - iv. Identify key utility locations and identify utility conflicts, if any.
    - v. Research, obtain and review record drawings, reports and calculations of bridge construction, culvert construction, street construction and utility construction to assess structural integrity of bridge/culvert structure.
    - vi. If structural weakening or damage to the bridge is discovered, determine and inform Sonoma Water's Project Manager of the likely cause and remedy.
    - vii. Following any investigation(s) at the Project site, return site to pre-existing conditions, including filling holes and excavations, and grading as required.
  - b. Report:
    - i. Prepare a design report for the Project (Design Report) that analyzes the structural integrity of the bridge, documents design decisions, and that includes the following:
      - a) Title page with name of Project, name of preparer, preparer's company name and address, and date
      - b) Table of Contents
      - c) A summary of results
      - d) Conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternative solutions available to Sonoma Water that Consultant recommends
      - e) A description of the work performed, including methodology, a detailed description of the inspections performed, literature

- reviewed, documents and records reviewed, and individuals and agencies contacted
- f) Construction cost estimate itemized by bid item, as described in paragraph 3.1
- g) Appendix, including copies of documents, photographs, manufacturer’s literature, and other records deemed appropriate
- h) Schematic drawings, sketches, and exhibits as necessary to illustrate the recommended Project
- i) A map of location of proposed facilities
- j) Other information to support the recommendations
- ii. Submit draft of Design Report to Sonoma Water for review and approval.
- iii. Incorporate Sonoma Water comments on draft Design Report into final Design Report.
- c. Design:
  - i. Prepare Project design, as recommended in Sonoma Water-approved Design Report.
  - ii. Identify and perform sufficient site investigation(s) for purpose of developing Project design.
  - iii. Prepare a Design Notebook. The Design Notebook shall be a loose-leaf notebook containing, as appropriate, addenda to the Design Report including any modifications to conceptual design criteria, stamped and signed design calculations, exhibits, engineering sketches, schematic layouts, product and material selection evaluation, and supporting information pertaining to the design of the Project. The design calculations and engineering sketches shall be in sufficient detail to justify design decisions made for the development of the Project with its appurtenances.
  - iv. Prepare a detailed construction cost estimate for the Project as described in paragraph 3.1.
  - v. Prepare a construction schedule showing the anticipated timeframe for completing construction of major units. Use a simple bar chart approach for each item and indicate the anticipated critical path of construction.
  - vi. Prepare a basis of design memorandum to document Sonoma Water’s requirements of the pipeline, design criteria, applicable codes and design standards, and a summary of the preferred horizontal and vertical alignments. The trenchless methodology, the flow capacity and redundancy of the system, the number of pipes and the type of pipe shall be determined based on discussions with Sonoma Water and consensus from the risk workshop and design decision register. The memorandum shall include discussion of adjacent critical structures such as the E Street bridge and foundations and the two box culverts.
  - vii. Prepare a property protection memorandum to assess risks to and identify mitigation measures for adjacent structures including E Street

bridge and foundations, two box culverts and adjacent buildings. Structural calculations shall be performed to assess the impact of potential overexcavation and ground loss on the structures.

- d. Additional Requirements:
  - i. Obtain encroachment permits as required for inclusion in the Project specifications from the City of Santa Rosa.
  - ii. Determine right-of-way needs for the Project and provide information to Sonoma Water.
  - iii. Identify requirements, if any, which Sonoma Water may not have identified.
  - iv. Incorporate known applicable requirements into Project.
- e. Design Stages and Meetings:
  - i. Progress with design in the following stages and ensure that the each stage includes the listed elements:
    - a) Kick Off Meeting: Discuss Project objectives, scope, schedule, permits, estimated construction cost, and any requested information.
    - b) Design Workshop: Present assumptions and preliminary conclusions to be included in the draft Design Report. Sonoma Water may direct the Consultant regarding the assumptions made that may alter the conclusions.
    - c) 30%: Project parameters shall be fully defined; calculations, including sizing of Project components, shall be complete; and preliminary sketches and drawings shall be available. Indicate topographic property boundaries, USA mark-out, and potholing. Cost estimate shall be provided with appropriate contingency level assigned. Provide an updated schedule.
    - d) 60%: Draft drawings shall describe the general size, nature, and complexity of the Project and indicate right-of-way; alignment and location of facilities should be final; draft specifications shall be completed with sufficient detail to allow Sonoma Water review and comment. Cost estimate shall be provided with appropriate contingency level assigned. Provide an updated schedule.
    - e) 90%: Prepare drawings indicating the scope, extent, and character of the work to be provided by the contractor. Specifications and drawings, all-inclusive and in their entirety, shall be 90% completed and rights-of-way, permits, and regulatory considerations shall be resolved. Cost estimate shall be provided with appropriate contingency level assigned. Provide an updated schedule.
    - f) 99%: Changes and modifications from Sonoma Water shall be incorporated, any outstanding issues resolved, and cost estimate, specifications, and drawings essentially complete.
- f. Meeting Information:

- i. Arrange, attend, prepare agendas for, and conduct meetings at each design stage.
- ii. At meetings, discuss the progress and direction of the design. Advise Sonoma Water in writing how Sonoma Water comments impact Project scheduling and cost.
- iii. Prepare meeting minutes for each meeting.
- iv. Meetings shall be held at Sonoma Water's Office, 404 Aviation Boulevard, Santa Rosa, California.

3.5. Task 5: Drafting Services

- a. Prepare drawings necessary for bidding and construction of the Project using current Sonoma Water AutoCAD standard at time of Agreement execution. Earlier compatible versions or alternate compatible AutoDesk vertical products may only be used upon written approval of Sonoma Water. Include the following with sufficient detail to describe construction of the Project for Project advertisement and bidding purposes:
  - i. Title sheet with location map, vicinity map, index to drawings, and legend (abbreviations, symbols, etc.)
  - ii. Right-of-way drawings
  - iii. Plans
  - iv. Profiles (where applicable)
  - v. Sections
  - vi. Construction details
  - vii. Other drawings as may be needed for construction
- b. Include the following features on each plan and profile drawing:
  - i. Location of control points with point number identification, elevation, and description, include bearings and distances for alignments and right-of-way lines where applicable
  - ii. Graphic scale
  - iii. North arrow
  - iv. Key map
  - v. Elevations of and labels for existing features, structures, utilities, manholes, and drainage facilities.
  - vi. Mapping showing streets, edges of pavement, ditch flowlines, and top of curb
- c. Use Sonoma Water-provided template drawings, title blocks, and border drawings. Basic layers and line types are part of template drawings and are recommended where applicable.
- d. Prepare plan and profile drawings using the primary scale of: horizontal 1" = 40' and vertical 1" = 4'.

- i. Obtain prior Sonoma Water approval before preparing plan and profile drawings in any other scale.
- e. Prepare finished contract drawings and maps on a durable, dimensionally stable vellum 22" x 34" gross size. No hand-drawn media is allowed.
  - i. Finished contract drawings shall also be supplied in native AutoCAD format as specified in 3.5.a along with supporting files such as fonts, Xref and image files, point data, plotter and/or pen style table configuration files.
  - ii. Electronic drawing file names shall be at the direction of Sonoma Water's Drafting/GIS Section. Xref files shall have filename with an "X" prefix (i.e., X\_ExTopo for original existing topographic file used as base reference file).
  - iii. Existing and design features shall be represented spatially accurate in "real world model space" in the CAD files. Coordinate information shall be preserved in its true and original orientation in real world space (X axis= East Coordinates, Y axis = North Coordinates, Z axis =Elevation; all in US Survey Feet Units; Scale 1:1). Data files, such as topo files and point files, may be "Xrefed" provided the Xref file is inserted at 0,0,0 and no rotation is imposed on the file.
  - iv. Each drawing file shall contain a layer named "CadNotes." This layer shall be a non-plot layer and shall contain pertinent "metadata" that includes, but is not limited to, the following:
    - a) Coordinate or projection basis
    - b) Relevant survey, data dates
    - c) Data sources, references
    - d) Design notes, assumptions, or other relevant information useful to design review
  - v. Prepare construction detail drawings in the same manner as described in this paragraph 3.5.e such that each detail item is represented in its full size in model space and is represented in a scale and orientation to appropriately and adequately convey the necessary information for construction on layout space.
  - vi. Sonoma Water will accept electronic drawing files with multiple "drawings" or "Sheet" layouts. Tab layouts are to be setup as follows:
    - a) Each layout tab's label shall be the drawing name (i.e. C1, G1, D1, P1, etc.) and therefore only include one sheet per layout tab. The layouts shall be set to the standard 22" x 34" sheet at a 1:1 scale.
- f. Minimize the use of notes on drawings. Specifications of any type shall be written in the specifications and shall not be added to drawings.
- g. Use match lines with appropriate sheet numbers.
- h. Use lettering size no smaller than a 0.12-inch tall for construction notes and data.
- i. Ensure that drawings are easily readable when reduced to 11" x 17."

- j. Reconcile drawings with specifications to minimize redundancies and avoid conflicts.
  - k. If requested by Sonoma Water, provide conformed drawings. Sonoma Water's standard will be provided by Sonoma Water's Project Manager.
- 3.6. Task 6: Specifications Preparation
- a. Assist Sonoma Water's Project Manager in completing Sonoma Water's Project Manual Initiation Questionnaire.
  - b. Prepare Divisions 2 through 49 (Technical Specifications), as appropriate, of the Project Manual as necessary for construction of the Project in conformance with the Project Manual concept of the Construction Specification Institute (CSI), using Sonoma Water's templates, CSI's Project Resource Manual, and the 2018 edition of CSI's MasterFormat, including SectionFormat and PageFormat.
  - c. Comply with applicable provisions of the Public Contract Code including, but not limited to, formal and informal bid procedures and the avoidance of closed proprietary specifications (where no substitutions are allowed).
  - d. Assist Sonoma Water to develop justification memos for any proposed single-source products or materials; for special qualification of bidders, manufacturers, installers, or other professionals performing construction work for the Project; and for other special circumstances that require justification to Sonoma Water's Board of Directors.
  - e. Provide bid item descriptions for inclusion in Division 1. Ensure that method of payment for materials, equipment, and work required to complete Project is described clearly.
  - f. In coordination with Sonoma Water's Project Manager, reconcile redundancies and conflicts with Sonoma Water-prepared Division 0 and Division 1 requirements.
- 3.7. Task 7: Assistance During Bidding and Construction
- a. For bidding:
    - i. Answer questions submitted by Sonoma Water ("questions") during bid advertisement period.
    - ii. Communicate only through Sonoma Water.
    - iii. Immediately hand-deliver or email copies of bidder questions (non-Sonoma Water questions) directed to Consultant to Sonoma Water.
    - iv. Alert Sonoma Water to potential impacts, if any, associated with questions including, but not limited to, impacts on schedule and cost.
    - v. Upon request from Sonoma Water, prepare addenda to clarify, correct, or change the technical specifications or drawings in accordance with the following:
      - a) Paragraphs 3.5 and 3.6.

- b) Sonoma Water-provided drafting standards and standard form for addenda
- b. For construction:
  - i. Assist Sonoma Water by providing engineering and related services after the receipt of construction bids as requested by Sonoma Water.
  - ii. Attend preconstruction conference.
  - iii. Assist Sonoma Water by answering request(s) for information (RFIs), as requested by Sonoma Water (up to 30 RFIs).
  - iv. Submittal Review:
    - a) Review contractor's submittals of information and shop drawings for the Project and either mark "No Exceptions Taken," "Make Corrections Noted," "Revise and Resubmit," or "Rejected" on each submittal. Provide Sonoma Water with a brief written narrative of what is required from the contractor for items Consultant marks on each submittal response.
    - b) Ensure that copies of submittals reviewed are stamped, dated, and signed by the person performing the review.
    - c) Review items that have been submitted by the contractor as a substitution or an "approved equal" for specified items. Ensure that each substituted item meets the performance requirements specified in the Project specifications, and ensure its compatibility with other components of the operating system (electrical connections, size). Consult with Sonoma Water's Project Manager regarding acceptability of the proposed substitution.
    - d) Upon completion of review, return the submittals with any written narratives to Sonoma Water.
  - v. Upon request from Sonoma Water, provide construction site visits. Write summary memo of each site visit requested and provide to Sonoma Water 2 working days after date of site visit.
  - vi. Review and comment on proposed change order(s), if any. Provide comments to Sonoma Water in writing within 2 working days after receipt of the proposed change order(s). Change order review will not be paid if change order is a result of Consultant's error or omissions in design.
  - vii. Upon request from Sonoma Water, assist Sonoma Water with final inspection.

3.8. Task 8: Schedule and Submittal of Documents

- a. Perform services and submit documents to Sonoma Water for review and approval in accordance with the schedule included in Exhibit B (Schedule and Submittals).
- b. Submittal requirements:

- i. Submit one electronic copy in PDF format (emailed, on CD, or via internet) of each final deliverable to Sonoma Water.
  - ii. Comply with requirements of Article 11 (Content Online Accessibility).
  - iii. Provide full-sized hard copy and electronic copy in PDF format as well as native AutoCAD dwg format at each design phase as described in Exhibit B. Include CTB or STB plot configuration file with electronic submittal to ensure correct and intended image quality when plotting from file.
  - iv. If changes that Sonoma Water has not previously approved are made to the drawings or specifications after the 99% design review meeting, submit drawing(s) or specifications to Sonoma Water for approval prior to preparing the final submittal.
- c. Electronic media formats:
- i. Survey information and drawings: Provide in electronic media format compatible with current Sonoma Water AutoCAD standard in drawing format (.DWG). To ensure there are no discrepancies between electronic and hard copies, provide plot style tables files.
  - ii. Technical Specifications and Operation and Maintenance Manual(s) modifications (including tables, charts, and drawings): Provide in electronic media format compatible with Microsoft® Word 2013. Ensure that there are no discrepancies between electronic and hard copies.
- d. Final Drawing Submittal Requirements:
- i. Prepare finished contract drawings and maps on vellum, 22" x 34" gross size. Drawings shall be "wet" stamped and signed by the appropriate disciplined professional.
  - ii. The final (100%) AutoCAD submittal shall consist of files with filenames specified by Sonoma Water's Drafting/GIS Section and include embedded digital professional stamps and signatures. Drawings shall have filenames displayed per Sonoma Water-provided standards. Final submittal shall also include a composite PDF document of the drawing files formatted for half size (11" x 17") as well as full size (22" x 34"). Transmit to Sonoma Water via AutoCAD ETRANSMIT.
- e. The schedule in Exhibit B (Schedule and Submittals) is based upon timely review and decision making by Sonoma Water. Delays in the schedule caused by Sonoma Water will be cause for consideration of time extensions.

### 3.9. Task 9: Project Management

- a. Prepare monthly progress and cost summaries report, and invoices. Monthly reports shall include by task: progress complete, work remaining, issues noted that require resolution.
- b. Conduct a risk analysis workshop and create a risk profile and register for the Project.
- c. Provide and update a Project risk register at each major design milestone.



## Exhibit B

### Schedule and Submittals

MILESTONE	DOCUMENTS TO BE SUBMITTED	DATE
<b>Notice to Proceed with Design</b>	-	immediately upon execution of this agreement
<b>Kick-off Meeting Submittal</b>	<ul style="list-style-type: none"> <li>• 10 copies of Kick-off meeting agenda</li> </ul>	7 calendar days prior to Kick-off meeting
<b>Kick-off Meeting</b>	-	February 15, 2019
<b>Kick-off Meeting Minutes</b>	One electronic copy of meeting minutes	within 7 calendar days of Kick-off Meeting
<b>Design Workshop Submittal</b>	<ul style="list-style-type: none"> <li>• Assumptions and preliminary conclusions to be included in the draft Design Report</li> <li>• 10 copies of Design Workshop agenda</li> </ul>	April 3, 2019
<b>Design Workshop</b>	-	April 10, 2019
<b>Design Workshop Minutes</b>	One electronic copy of meeting minutes	within 7 calendar days of Design Workshop
<b>Draft Design Report</b>	<ul style="list-style-type: none"> <li>• Draft Design Report</li> </ul>	May 8, 2019
<b>Sonoma Water comments on draft Design Report, if any</b>	-	within 14 calendar days after receipt of draft Design Report
<b>Resubmittal of Design Report</b>	<ul style="list-style-type: none"> <li>• Revised Design Report</li> </ul>	June 3, 2019
<b>Sonoma Water comments on draft Design Report, if any</b>	-	within 14 calendar days after receipt of draft design report

<b>MILESTONE</b>	<b>DOCUMENTS TO BE SUBMITTED</b>	<b>DATE</b>
<b>30% Design Submittal</b>	<ul style="list-style-type: none"> <li>• 8 sets of half-size hard copy drawings</li> <li>• Final Design Report</li> <li>• Draft Geotechnical Report</li> <li>• Project Risk Register</li> <li>• Technical memorandum summarizing design parameters</li> <li>• Construction cost estimate</li> <li>• Preliminary Statement of Probable Construction Costs</li> <li>• Design Notebook</li> <li>• Draft Table of Contents for specifications</li> <li>• 10 copies of 30% design review meeting agenda</li> </ul>	June 24, 2019
<b>30% Design Review Meeting</b>	-	July 1, 2019
<b>30% Design Review Meeting Minutes</b>	One electronic copy of meeting minutes	within 7 calendar days of 30% Design Review Meeting
<b>60% Design Submittal</b>	<ul style="list-style-type: none"> <li>• 8 sets of half-size hard copy drawings</li> <li>• Final geotechnical report</li> <li>• Draft property protection memorandum</li> <li>• Updated Project risk register</li> <li>• Technical specifications</li> <li>• Bid item descriptions</li> <li>• Technical memorandum summarizing design parameters</li> <li>• Construction schedule</li> <li>• Revised Preliminary Statement of Probable Construction Costs</li> <li>• Design Notebook</li> <li>• 10 copies of 60% design review meeting agenda</li> </ul>	August 23, 2019
<b>60% Design Review Meeting</b>	-	August 30, 2019
<b>60% Design Review Meeting Minutes</b>	One electronic copy of meeting minutes	within 7 calendar days of 60% Design Review Meeting

<b>MILESTONE</b>	<b>DOCUMENTS TO BE SUBMITTED</b>	<b>DATE</b>
<b>90% Design Submittal</b>	<ul style="list-style-type: none"> <li>• 8 sets of half-size hard copy drawings</li> <li>• Updated Project risk register</li> <li>• Final property protection memorandum</li> <li>• Technical specifications</li> <li>• Bid item descriptions</li> <li>• Technical memorandum summarizing design parameters</li> <li>• Revised Preliminary Statement of Probable Construction Costs</li> <li>• Design Notebook</li> <li>• 10 copies of 90% design review meeting agenda</li> </ul>	December 2, 2019
<b>90% Design Review Meeting</b>	-	December 9, 2019
<b>90% Design Review Meeting Minutes</b>	One electronic copy of meeting minutes	within 7 calendar days of 90% Design Review Meeting
<b>99% Design Submittal</b>	<ul style="list-style-type: none"> <li>• 8 sets of half-size hard copy revised drawings</li> <li>• Technical specifications</li> <li>• Bid item descriptions</li> <li>• Technical memorandum summarizing design parameters</li> <li>• Statement of Probable Construction Costs</li> <li>• Design Notebook</li> <li>• 10 copies of 99% design review meeting agenda</li> </ul>	January 7, 2020
<b>99% Design Review Meeting</b>	-	February 11, 2020
<b>99% Design Review Meeting Minutes</b>	One electronic copy of meeting minutes	within 7 calendar days of 99% Design Review Meeting
<b>Final Submittal</b>	<ul style="list-style-type: none"> <li>• Complete set of revised and final stamped and wet signed original drawings</li> <li>• Complete set of electronic files with supporting files, plus full and half-size PDFs</li> <li>• Complete set of revised and final technical specifications</li> <li>• Stamped and signed Section 00007 (Seals Page)</li> <li>• Statement of Probable Construction Costs</li> <li>• Design Notebook</li> </ul>	March 11, 2020

<b>MILESTONE</b>	<b>DOCUMENTS TO BE SUBMITTED</b>	<b>DATE</b>
<b>Draft Addenda submittals, if applicable</b>	as appropriate	At least 8 calendar days prior to Project bid opening
<b>Final Addenda submittals, if applicable</b>	as appropriate, submit original drawing(s)	At least 7 calendar days prior to Project bid opening

## Exhibit C

### Schedule of Costs

<b>PERSONNEL</b>	
<b>Title</b>	<b>Hourly Rates not Subject to Prevailing Wage</b>
Principal-In-Charge	\$360.50
Technical Reviewer	\$360.50
Structural Technical Reviewer	\$360.50
Pipeline Manager	\$283.25
QA/QC Manager	\$283.25
Geotechnical and Seismic Engineer	\$283.25
Structural Engineer	\$283.25
Project Manager	\$206.00
Senior Project Engineer / Trenchless Engineer	\$206.00
Estimator	\$206.00
Traffic Engineer	\$206.00
Engineer III / IV	\$144.20
CADD Designer	\$128.75
Engineer I / II	\$108.15
Administrative	\$87.55
<b>PREVAILING WAGES</b>	
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.	
<b>EXPENSES</b>	
<b>Item</b>	<b>Cost</b>
Subconsultant: Woodward Drilling	Not to exceed \$22,098
Subconsultant: Reese & Associates	Not to exceed \$2,820
Permits	at cost
Copies	\$0.10 per page

Postage	at cost
Overnight mail	at cost
Mileage for personal car	Current IRS rate

## Exhibit D

### Estimated Budget for Scope of Work

Task Description	Task ID	Prime Labor	Reimburs-ables	Rate Adjust-ments	Woodward Drilling	Reese & Associates	Totals
Rights-of-Way	1	\$1,485	–	–	–	–	\$1,485
Cost Estimates	2	\$19,843	–	\$88	–	–	\$19,931
Geotechnical Investigation Program	3	\$35,085	\$236	–	\$22,098	\$2,820	\$60,239
Design Services	4	\$128,051	\$551	\$135	–	–	\$128,737
Drafting Services	5	\$43,645	–	\$278	–	–	\$43,923
Specification Preparation	6	\$48,083	–	\$42	–	–	\$48,125
Assistance during Bidding and Construction	7	\$87,453	\$1,007	\$2,934	–	–	\$91,394
Schedule and Submittal of Documents	8	\$2,156	\$740	\$31	–	–	\$2,927
Project Management	9	\$23,643	–	\$151	–	–	\$23,794
Totals		\$389,444	\$2,534	\$3,659	\$22,098	\$2,820	\$420,555

# Exhibit E

## Federal Provisions

### I. DEFINITIONS

- A. **Government** means the United States of America and any executive department or agency thereof.
- B. **FEMA** means the Federal Emergency Management Agency.
- C. **Third Party Subcontract** means a subcontract at any tier entered into by Consultant or subconsultant, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.
- D. **Contractor** means Consultant, as defined above as **Mott MacDonald LLC**, a limited liability company.

### II. FEDERAL CHANGES

- A. Consultant shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein by reference. Consultant's failure to so comply shall constitute a material breach of this contract.
- B. The Consultant agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

### III. ACCESS TO RECORDS

- A. The Consultant agrees to provide Sonoma Water, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Consultant agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date Sonoma Water makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Consultant agrees to maintain same until Sonoma Water, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.



- D. The requirements set for in paragraphs A, B, and C above are all in addition to, and should not be considered to be in lieu of, those requirements set forth in Section 21 of the Agreement.

#### IV. DEBARMENT AND SUSPENSION

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. Consultant represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Consultant agrees that neither Consultant nor any of its third party subconsultants shall enter into any third party subcontracts for any of the work under this Agreement with a third party subconsultant who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.
- C. The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Consultant agrees to the provisions of Attachment 1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Attachment 1, Consultant is the "lower tier participant."
- D. The Consultant agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subconsultant who will be subject to its provisions.
- E. This certification is a material representation of fact relied upon by Sonoma Water. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, Sonoma Water, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- F. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

#### V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONSULTANT

- A. Sonoma Water and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the

Government is not a party to this contract and shall not be subject to any obligations or liabilities to Sonoma Water, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- B.** The Consultant agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

**VI.** EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (applicable to all construction contracts awarded meeting the definition of “federally assisted construction contract” under 41 CFR 61-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60-1.4 is hereby incorporated by reference. During the performance of this Agreement, Contractor agrees as follows:

- A.** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B.** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C.** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D.** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of

the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**VII. CONTRACT WORK HOURS AND SAFETY STANDARDS** (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

- A. Compliance:** Consultant agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
- B. Overtime:** No Consultant or subconsultant contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less

than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- C. Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of Paragraph B, the Consultant and any subconsultant responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Consultant and subconsultant shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.
- D. Withholding for unpaid wages and liquidated damages:** Sonoma Water shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subconsultant under any such contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.
- E. Subcontracts:** The Consultant or subconsultant shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs A through D of this section.

#### VIII. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

- A.** Consultant agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
  - 1) The copyright in any work developed with the assistance of funds provided under this Agreement;
  - 2) Any rights of copyright to which Consultant purchases ownership with the assistance of funds provided under this Agreement.
- B.** The Consultant agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

#### IX. ENERGY CONSERVATION REQUIREMENTS

- A.** The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- B.** The Consultant agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further

agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

- X.** CLEAN AIR AND WATER REQUIREMENTS (applicable to all contracts and subcontracts in excess \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year)

  - A.** Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
  - B.** Consultant agrees to report each violation of these requirements to Sonoma Water and understands and agrees that Sonoma Water will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.
  - C.** The Consultant agrees to include paragraph A and B above in each third party subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
  
- XI.** TERMINATION FOR CONVENIENCE OF SONOMA WATER (applicable to all contracts in excess of \$10,000)  
See Paragraph 6.2 of the Agreement.
  
- XII.** TERMINATION FOR DEFAULT (applicable to all contracts in excess of \$10,000)  
Consultant's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement. See Paragraph 6.3 of the Agreement.
  
- XIII.** CHANGES.  
See Paragraph 10 of the Agreement.
  
- XIV.** LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)

  - A.** Consultant shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - B.** Consultant agrees to the provisions of Attachment 2, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).
  - C.** Consultant agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

**XV. MBE / WBE REQUIREMENTS**

Sonoma Water intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the Consultant shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process, which shall include the following, shall be considered as a material breach of the contract.

- A.** Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- B.** Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C.** Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D.** Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E.** Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

**PRIME CONSULTANT RESPONSIBILITIES**

All recipients of this grant funding, as well as their prime Consultants and subconsultants, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

**"GOOD FAITH" EFFORT PROCESS**

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime Consultant and any subconsultants to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. Consultant's failure to take the steps outlined below shall be deemed a material breach of the contract.

- A.** Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- B.** Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C.** Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D.** Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E.** Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- F.** If subcontracts are to be let, Consultant shall take the affirmative steps listed in 2 CFR 200.321.

**XVI. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)**  
Consultant shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**XVII. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS**  
The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Sonoma Water requests that would cause Sonoma Water to be in violation of the FEMA terms and conditions.

**XVIII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.**  
The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

**XIX. DHS SEAL, LOGO, AND FLAGS.**  
The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including those of FEMA or the United States Coast Guard, without specific FEMA pre-approval.

## Attachment 1 to Exhibit E

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

(Lower Tier refers to the agency or Consultant receiving Federal funds, as well as any subconsultants that the agency or Consultant enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, Sonoma Water may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Consultant is required to sign the certification below which specifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Consultant will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Consultant that is debarred, suspended, or ineligible under 44 CFR Part 17.

#### **Instruction for Certification**

1. By signing and submitting this document, the lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The lower tier participant shall provide immediate written notice to the person to whom this document is submitted if at any time the lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, document, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this document is submitted for assistance in obtaining a copy of those regulations.
5. The lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The lower tier participant further agrees by submitting this document that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary



Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

***Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions***

1. The lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this document.

---

Consultant Signature

---

Date

**Attachment 2 to Exhibit E**

**CERTIFICATION REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Date

## Exhibit F

### 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.

Sonoma Water 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.
  - e. 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, Sonoma Water 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 Sonoma Water. Consultant is responsible

for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving Sonoma Water.

- 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 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. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$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 Sonoma Water.

- 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.
- 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 18/19-058.
  - 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 Sonoma Water for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, 1.3, or 1.4 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.

1.7. Policy Obligations

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

1.8. 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. Sonoma Water, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Sonoma Water may purchase the required insurance, and without further notice to Consultant, Sonoma Water may deduct from sums due to Consultant any premium costs advanced by Sonoma Water for such insurance. These remedies shall be in addition to any other remedies available to Sonoma Water.



## 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 Directors, Sonoma County Water Agency

**Board Agenda Date:** February 5, 2019

**Vote Requirement:** 4/5

**Department or Agency Name(s):** Sonoma County Water Agency; County Counsel

**Staff Name and Phone Number:**

Lynne Rosselli 524-3771  
Adam Brand 565-2421

**Supervisorial District(s):**

**Title:** Legal Services Agreement for Bond Counsel

### **Recommended Actions:**

- A) Authorize the County Counsel to execute the Agreement for Bond and Disclosure Counsel Services with Jones Hall, a Professional Law Corporation (\$100,000); agreement terminates on December 31, 2019.
- B) Adopt a Resolution authorizing adjustments to the Board Adopted Budget for Fiscal Year 2018-2019 for the Sonoma County Water Agency, in the amount of \$100,000. (4/5 vote)

### **Executive Summary:**

The Sonoma County Water Agency (Sonoma Water) and its retail customers would benefit from financing of capital projects because it spreads expenditures over a number of years, reduces rate increases, and enables timely construction of critical infrastructure projects. County Counsel has determined that Attorney's assistance is needed in connection with the potential issuance of bonds or other financial instruments to finance Sonoma Water activities and projects.

### **Discussion:**

#### HISTORY OF ITEM/BACKGROUND

Sonoma Water needs assistance immediately in connection with potential issuance of bonds and/or other financial instruments to finance capital projects that will be awarded in July 2019 for hazard mitigation projects and to maintain operational capacity in the water transmission system. Projects expected to be financed with bond funds include the Sonoma Booster Pump Station Electrical Upgrade and Pumping Reliability Project, Mirabel Dam Bladder Replacement, Warm Springs Dam Hydroturbine Retrofit, and the Russian River and Mark West Creek Crossings Seismic Hazard Mitigation Projects. Sonoma Water requested input on Bond Counsel qualifications from County Counsel. Based on their input, and the responsiveness, demonstrated understanding of all aspects of the work, professional qualifications, depth

of knowledge and experience with Sonoma Water’s financials, and caliber of work that Jones Hall has provided for Sonoma Water on bond issuances, Sonoma Water selected Jones Hall for this work.

Under this agreement, Bond Counsel will advise Sonoma Water staff, County Counsel, Sonoma Water’s financial consultant, and bond underwriter with respect to the types of financing mechanisms available to Sonoma Water; will consult with Sonoma Water staff, County Counsel, Sonoma Water’s financial consultant, and bond underwriter to establish a structure for a Financing Program; will establish the terms, conditions, and legal structure for the New Obligations; and will draft and review all documents necessary to the authorization, issuance, sale, and delivery of the New Obligation. Bond Counsel will also render necessary legal opinions on the validity and binding effect of the New Obligations, the source of payment and security for the New Obligations, and Assist Sonoma Water in presenting information relating to legal issues affecting the New Obligations to bond rating organizations or credit enhancement providers. These services will be for one bond /financing issuance. The Purchasing Agent has approved the sole sourcing of this agreement. Concurrently, Sonoma Water will perform a Request for Qualifications process for future ongoing bond counsel services.

The cost of services will not exceed \$100,000; the term end date is December 31, 2019.

**Prior Board Actions:**

None

**Strategic Plan Alignment**      Goal 2: Economic and Environmental Stewardship

This supports Goal 2 by responsibly managing Water Agency finances.

Water Agency Organizational Goals and Strategies, Goal 2: Responsibly manage Water Agency finances



<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested	\$100,000		
<b>Total Expenditures</b>	<b>\$100,000</b>		
<b>Funding Sources</b>			
General Fund/WA GF	0	0	0
State/Federal			
Fees/Other	\$100,000		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$100,000</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
Additional appropriations of \$100,000 are required to process this expense. With Board approval appropriations will be made from fund balance in the Water Transmission Fund. There are sufficient fund balance reserves because Sonoma Water sold more water than budgeted last year and maintains more than the minimum three month reserve. A budgetary resolution has been submitted with this item.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
N/A			
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
Resolution Agreement			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None			

Date: February 5, 2019

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 2018-2019 for the Sonoma County Water Agency Water Transmission System Fund in the Amount of \$100,000 for Bond Counsel Services**

**Whereas**, the Board of Directors of the Sonoma County Water Agency (Sonoma Water) adopted the Sonoma Water Fiscal Year 2018-2019 budget on June 15, 2018; and

**Whereas**, Sections 29088 through 29092 of the Government Code, State of California allow for adjustments to the Fiscal Year 2018-2019 Adopted Budget; and

**Whereas**, Sonoma Water desires to adjust the Fiscal Year 2018-2019 Adopted Budget for the Water Transmission System Fund in the amount of \$100,000 for Bond Counsel Services to assist with issuing financing for capital projects;

**Whereas**, a resolution from Sonoma Water'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 Water Fiscal Year 2018-2019 budget as follows:

Fiscal Year 2018-2019 Expenditures		Amount
44205-33040100	Water Transmission Fund	
53105	Costs of Issuance	100,000.00
<b>Total Expenditures</b>		<b>100,000.00</b>
<b>Fiscal Year 2018-2019 Funding Sources</b>		

Resolution #  
Date: December 4, 2018  
Page 2

44205- 33040100	Water Transmission Fund	
	Fund Balance	100,000.00
<b>Total Funding Sources</b>		100,000.00

**Directors:**

Gorin:                      Zane:                      Gore:                      Hopkins:                      Rabbitt:  
Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**

## Legal Services Agreement for Bond Counsel Services

This agreement (“Agreement”) dated as of \_\_\_\_\_, 2019 (“Effective Date”), is made by and between the Sonoma County Water Agency (“Sonoma Water”), and Jones Hall, a Professional Law Corporation (“Attorney”). This Agreement is required by Business and Professions Code section 6148 and is intended to fulfill its requirements.

### RECITALS

WHEREAS, Attorney specializes in work relating to the issuance of tax-exempt bonds and other types of public agency financing on behalf of California public agencies and have significant experience and recognized expertise in such work, and

WHEREAS, County Counsel has determined that Attorney’s assistance is needed in connection with the potential issuance of bonds or other financial instruments to finance Sonoma Water activities and projects.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

### AGREEMENT

1. Services. Attorney will provide legal assistance to County Counsel and advisory and representation services to Sonoma Water, as set forth in Exhibit A. Such requests shall be made through County Counsel, and Attorney shall always keep County Counsel adequately informed of the matters Attorney is handling. Attorney shall keep County Counsel fully advised of the progress in each matter. Attorney shall provide County Counsel with periodic updates, as may be appropriate.

2. Compensation. Compensation to Attorney for services shall be at the rates set forth in **Exhibit B**, provided however that total payments hereunder shall not exceed \$100,000.

The rates set forth in Exhibit B shall not be adjusted without a formal amendment to this Agreement.

3. Term. The term of this Agreement shall commence upon the Effective Date and shall terminate on December 31, 2019.

4. Standard of Care. Sonoma Water has relied on the professional ability, professional experience, and training of Attorney as a material inducement to enter into this Agreement. Attorney warrants that all work will be performed 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 by County

Counsel or Sonoma Water of work performed by Attorney shall not operate as or be interpreted to be a waiver or release.

5. Billing and Timekeeping. Duplicate billing statements shall be provided on a monthly basis, one copy to County Counsel and one copy to Sonoma Water, and shall include the following information:
- a. The date and time spent performing services. Minimum billing times shall not exceed one-tenth of an hour.
  - b. Summary description of the services performed regarding the designated matter, with a separate time allocation for each function (e.g., telephone calls, research, drafting).
  - c. Separate itemization of non-legal costs by type.
  - d. Total fees and costs of the matter to date.
  - e. For any extraordinary expenses, the invoice must include the date and who gave prior approval for incurring such expense.
  - f. For any extraordinary expenses, the invoice must include the date and who gave prior approval for incurring such expense.

“I have personally examined this billing statement. All entries are in accordance with the Legal Services Agreement, are correct and reasonable for the services performed and the costs incurred, and no item on this statement has been previously billed to Sonoma Water.”

6. Non-Reimbursable Services. Attorney shall not be reimbursed for any of the following expenses:
- a. Travel expenses, except to the extent approved in accordance with Section 7 below.
  - b. Unnecessary messenger or express mail charges.
  - c. Normal overhead functions such as word processing or typing time, scheduling of depositions, ordering records, calendaring functions, filing, indexing, proofreading or copying time, or any other procedures that are of a secretarial nature.
  - d. Meals, overtime, office supplies, or Attorney time for preparation of bills or audit responses.
  - e. Expenses for experts or attorneys that have been retained without the prior written approval of County Counsel.
  - f. Photocopying charges in excess of \$25 in any billing cycle without prior written approval of County Counsel.
  - g. Office supplies, local telephone charges, per-page fax charges, conference call line charges, and routine mail.
  - h. Intra-office conferencing time of more than one attorney for routine matters, unless such conference involves expert opinion.
  - i. Replacement attorney learning time or other ramp-up learning costs.
  - j. Travel time.
  - k. Charges or fees for use of computer research programs (e.g. LexisNexis, WestLaw).

7. Direction and Extraordinary Expenses. All direction and control of Attorney's work for Sonoma Water will be by County Counsel and in conjunction with Deputy County Counsel Adam Brand. Attorney shall seek pre-approval from County Counsel for all extraordinary expenses before the same are incurred by Attorney. By way of example, extraordinary expenses shall include expenses for preparing complex motions, undertaking significant legal research or substantial drafting, retaining experts and attorneys, and out-of-town travel.
8. Termination. This Agreement may be terminated by County Counsel at any time, subject to equitable proportional payments due to Attorney. All files, written material, and documents will be transferred to County Counsel upon such termination. Attorney will be available to consult with County Counsel or, should one be retained, with Sonoma Water's new attorney with respect to facts and circumstances of any matters previously worked on by Attorney for a reasonable period of time following such termination.
9. Withdrawal. Attorney may withdraw as permitted under the Rules of Professional Conduct of the State Bar of California.
10. No Suspension or Debarment. Attorney 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. Attorney 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 Attorney becomes debarred, Attorney has the obligation to inform County Counsel.
11. Status of Attorney. The parties intend that Attorney, in performing the services under this Agreement, shall be an independent contractor and shall control the work and the manner in which it is performed. Attorney shall acquire no rights or status in the service of Sonoma Water. Attorney is not to be considered an agent or employee of Sonoma Water and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits Sonoma Water provides its employees. In the event County Counsel exercises its right to terminate this Agreement pursuant to the terms herein, Attorney expressly agrees that Attorney shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
12. Modification. If, during the term of this Agreement, it becomes necessary to amend or add to its terms, conditions, scope or requirements, such amendment or addition shall only be made after mutual agreement of Attorney and Sonoma Water and by way of execution of a written modification to this Agreement.
13. Insurance. With respect to performance of work under this Agreement, Attorney shall maintain and require all of its subcontractors, Attorneys, and other agents to maintain,

insurance as described in Exhibit C, which is attached hereto and incorporated herein, by this reference.

14. Indemnity. Attorney agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release Sonoma Water, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including Attorney, arising out of or in connection with the negligent performance or willful misconduct of Attorney hereunder, whether or not there is concurrent negligence on the part of Sonoma Water, but excluding liability due to the sole or active negligence or due to the willful misconduct of Sonoma Water. 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 Attorney or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. In addition, Attorney shall be liable to Sonoma Water for any loss or damage to Sonoma Water property arising from or in connection with Attorney's negligent performance or willful misconduct hereunder that are determined in a final, binding judgment against Attorney by a court of competent jurisdiction to have proximately resulted from professional negligence of Attorney in connection with its performance of legal services under this Agreement.
15. Rules of Professional Conduct. Nothing contained herein shall be construed to relieve Attorney of Attorney's obligations under the Rules of Professional Conduct.
16. Merger. This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.
17. Taxes. Attorney 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. Attorney agrees to indemnify and hold Sonoma Water harmless from any liability that it may incur to the United States or to the State of California as a consequence of Attorney's failure to pay, when due, all such taxes and obligations. If requested by County Counsel or Sonoma Water, Attorney will provide proof of payment of taxes on these earnings.
18. Conflict of Interest. Attorney covenants that Attorney presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Where County Counsel or Sonoma Water deems that there is an actual or potential conflict of interest in Attorney representing another party in a matter, Sonoma Water must waive any such actual or potential conflict before Attorney may represent such other party.
19. Nondiscrimination. Attorney 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 Sonoma Water's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

20. 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.

21. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and may be given by personal delivery, U.S. mail, courier service, or electronic means. Notices, bills, and payments sent by mail shall be addressed as follows:

Sonoma Water:           Attn: Lynne Rosselli  
                                  Sonoma County Water Agency  
                                  404 Aviation Boulevard  
                                  Santa Rosa, CA 95403  
                                  Email: [Lynne.Rosselli@scwa.ca.gov](mailto:Lynne.Rosselli@scwa.ca.gov)

Attorney:                 Attn: Scott Ferguson  
                                  Jones Hall, A Professional Law Corporation  
                                  475 Sansome Street, Suite 1700  
                                  San Francisco, CA 94111  
                                  Email: [sferguson@joneshall.com](mailto:sferguson@joneshall.com)

Copy to:                 Attn: Adam Brand  
                                  Office of Sonoma County Counsel  
                                  575 Administration Drive, Room 105A  
                                  Santa Rosa, CA 95403  
                                  Email: [Adam.Brand@sonoma-county.org](mailto:Adam.Brand@sonoma-county.org)

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

22. No Waiver of Breach. The waiver by Sonoma Water 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.

23. Applicable Law and Forum. This Agreement shall be construed and interpreted according to California Law, and any action or proceeding to enforce this Agreement or for the breach thereof shall be brought or tried in the County of Sonoma.



24. AIDS Discrimination. Attorney agrees to comply with the provisions of Article II of Chapter 19 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.
25. Statutory Compliance/Living Wage Ordinance. Attorney 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, Attorney 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.
26. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or same counterpart.
27. Attorney's Key Personnel. The parties identified in this section as the work team, project manager, or other professional providing services under this Agreement, are key persons, whose services are a material inducement to County Counsel and Sonoma Water to enter into this Agreement, and without whose services County Counsel and Sonoma Water would not have entered into this Agreement. Except for matters requiring less than 3 hours of recorded time per personnel, Attorney shall assign no other personnel to this Agreement without the written approval of Sonoma Water or County Counsel. Key personnel shall be as follows: Scott Ferguson, Steve Melikian.
28. Use of Appropriate Personnel. Within the law firm, research and minor discovery work shall be performed by the lowest level of personnel (e.g., junior attorneys, paralegals) capable of performing a given task. Responsibility for the quality of the work product remains with the assigned attorney.
29. Multiple Attorney Conferences/Attendance. Sonoma Water shall not pay for attendance by more than one representative of the law firm at meetings, court appearances, conferences, or other similar events. County Counsel and Sonoma Water retain the right to approve or disapprove of multiple attorney attendance at such events.
30. Records. Consistent with Sonoma Water's records retention policy, Attorney shall retain (in either physical or electronic form) all records (except for original time records) for a period of twenty (20) years from the date of completion of services; or, alternatively, if Attorney's own internal retention policy is for a period less than that provided under Sonoma Water's

retention policy, Attorney shall after expiration of its own internal retention period, forward the records to County Counsel for retention. In no event shall Attorney destroy or otherwise purge any records without providing Sonoma Water with at least thirty (30) days' written notice. Records will be made available to Sonoma Water upon request for audit purposes. Attorney will maintain both invoices of costs and primary records in order that such auditing may occur. (Original time records will be retained for two years.)

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Reviewed as to funds for Sonoma Water:

By: \_\_\_\_\_

Insurance Documentation is on file and approved:

By: \_\_\_\_\_

Adam Brand, Deputy County Counsel

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

**SONOMA COUNTY COUNSEL'S OFFICE**

**Jones Hall, A Professional Law Corporation**

By: \_\_\_\_\_

Bruce Goldstein, Sonoma County Counsel

By: \_\_\_\_\_

\_\_\_\_\_  
(Please print name here)

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

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

EXHIBIT A  
Scope of Work

The Attorney as special counsel shall perform the following legal services:

- a) Advise Sonoma Water staff, Counsel, financial consultant, and bond underwriter with respect to the types of financing mechanisms available to Sonoma Water.
- b) Consult with Sonoma Water staff, Counsel, financial consultant, and bond underwriter to establish a structure for a Financing Program and develop a list of steps required for implementation of the Financing Program when established.
- c) Coordinate with the Sonoma Water staff, counsel, financial consultant, bond underwriter, and underwriter's counsel to establish the terms, conditions, and legal structure for the New Obligations.
- d) Draft and review all documents necessary to the authorization, issuance, sale, and delivery of the New Obligations, including enabling ordinances, and coordinate the authorization and execution of necessary documents.
- e) Render necessary legal opinions on the validity and binding effect of the New Obligations, the source of payment and security for the New Obligations, and the excludability of interest on the New Obligations from gross income for income tax purposes.
- f) Assist Sonoma Water in seeking from other governmental authorities any approvals, permissions, or exemptions necessary or appropriate in connection with the authorization, issuance, sale, or delivery of the New Obligations.
- g) Assist Sonoma Water in presenting information relating to legal issues affecting the New Obligations to bond rating organizations or credit enhancement providers.
- h) Prepare of a loose-leaf and CD-ROM transcripts of the New Obligations issuance proceedings and delivery documents.
- i) Perform necessary ancillary legal services and advice relating to the Financing Program.
- j) For services rendered as disclosure counsel, (i) prepare the Official Statement (both preliminary and final) or other disclosure documents in connection with the offering of the New Obligations, (ii) prepare a continuing disclosure certificate to assist the underwriter with complying with its obligations under Securities and Exchange Commission Rule 15c2-12, and (iii) deliver a customary disclosure counsel letter regarding the Official Statement.

The Sonoma Water uses the services of Sonoma County Counsel to render day-to-day and ongoing legal services to Sonoma Water. Attorney shall circulate documents to and coordinate its services with County Counsel to the extent requested by Sonoma Water or County Counsel.

**EXHIBIT B**  
**Rates**

Disclosure Counsel (Each Bond Financing): \$25,000 to \$35,000, depending on the complexity of the transaction

Bond Counsel (Each Bond Financing):

0.5% of the principal amount of the Bonds up to a principal amount of \$6,000,000 plus 0.125% of the principal amount of the Bonds in excess of \$6,000,000.

Total combined Disclosure Counsel and Bond Counsel fees shall not exceed \$100,000 per transaction.

<b>Item</b>	<b>Rate</b>
Shipping, delivery, and courier services	at cost
Reimbursable costs-each transaction	not to exceed \$2,000

Attorney shall not bill by the hour or charge hourly rates unless specifically requested to do so by Sonoma Water.

EXHIBIT C  
Insurance Requirements

With respect to performance of work under this Agreement, Attorney shall maintain and shall require all of its subcontractors, consultants, attorneys, 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 Counsel 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 Attorney 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 Attorney 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.
- e. If Attorney currently has no employees as defined by the Labor Code of the State of California, Attorney 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 Attorney maintains higher limits than the specified minimum limits, County Counsel requires and shall be entitled to coverage for the higher limits maintained by Attorney.
- 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 Counsel. Attorney is responsible for any deductible or self-insured retention and shall fund it upon County Counsel's written request, regardless of whether Attorney has a claim against the insurance or is named as a party in any action involving Sonoma Water.

- d. Sonoma County Water Agency, its officers, agents and employees shall be additional insureds for liability arising out of operations by or on behalf of the Attorney 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 Attorney and include a “separation of insureds” or “severability” clause which treats each insured separately.
  - h. Required Evidence of Insurance: 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 Attorney currently owns no autos, Attorney 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 Limit: \$1,500,000 per claim or per occurrence; \$1,500,000 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 Counsel.
  - 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 Insurance: Certificate of Insurance.
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: Sonoma County - Legal Services Agreement.

- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Attorney agrees to maintain current Evidence of Insurance on file with County Counsel 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: County of Sonoma, County Counsel's Office, Attn: Ali Ostello, 575 Administration Drive, Suite 105A, 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. Attorney 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.

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

8. Material Breach.

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





## 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

**Board Agenda Date:** February 5, 2019

**Vote Requirement:** Majority

**Department or Agency Name(s):** Clerk-Recorder-Assessor

**Staff Name and Phone Number:**

Deva Maria Proto; (707) 565-3246

**Supervisorial District(s):**

**Title:** Voting System Replacement Funding Agreement

### **Recommended Actions:**

Adopt a Resolution authorizing the County Clerk-Recorder-Assessor to enter into a contract proposed by the California Secretary of State, in order to seek maximum reimbursement allowable by the agreement.

### **Executive Summary:**

The Budget Act of 2018-2019 allocated \$134 million, to be administered by the Secretary of State, to reimburse counties for expenses related to upgrading or replacing voting systems. The Secretary of State devised a formula to divide the allocated funds among all counties; Sonoma County's share is \$1,681,000. To receive these funds, the Secretary of State requires counties to enter into an agreement that specifies terms, permissible uses, payments, and auditing. Prior to entering an agreement for reimbursement, counties must provide a copy of the resolution which grants the authority to enter into the proposed contract, authorizing execution of the agreement.

### **Discussion:**

The Registrar of Voters office signed an agreement with Dominion Voting Systems Inc. on August 14, 2018, to provide a comprehensive modern voting system following approval by the Board of Supervisors to execute the proposed contract. The purchase agreement was not to exceed \$2,300,000. Shortly before, the California legislature passed and the governor signed the Budget Act of 2018 which allocated \$134 million to counties for voting system replacement. The Secretary of State devised a formula to divide the allocated funds among all counties, of which Sonoma County's share is a maximum \$1,681,000. To receive the funds, Sonoma County must enter into an agreement known as "Voting System Replacement Contract 2018" and comply with all terms of the contract. The contract permits counties to seek reimbursement for expenses made after April 29, 2015 and before June 30, 2021, where the county has spent matching county funds on approved voting systems replacement activities on a dollar for dollar basis, up to the maximum amount allocated for the contract. As of July 2018, the County had set aside approximately \$1.7 million in General Fund to be used to purchase the new voting system and to provide for related implementation costs. Costs include salaries and benefits for the

Special Projects Director position that is overseeing the acquisition, and implementation of the new system and purchase new supplies to accommodate the new voting system (e.g. remodel or furnish the secure ballot counting room; upgrade electrical or telecommunications capacity; purchase new polling place supplies such as ballot boxes, security locks and seals, and signage; conduct voter outreach and create educational materials). Current spending in the FY 18-19 on the new voting system and related implementation costs is currently projected to be approximately \$750,000, leaving just over \$1 million remaining in fund balance to be used as reimbursement leverage over the next several years.

The County Clerk-Recorder-Assessor is eager to seek reimbursement for any and all permissible expenses that results in securing the maximum allowable reimbursement. However, to be eligible for reimbursement, the County Clerk-Recorder-Assessor must provide proof of her lawful authority, as granted by the local governing body, to enter into an agreement with the California Secretary of State under the Voting System Replacement Contract 2018 Program.

**Prior Board Actions:**

1) 8/14/18 Board Approval to enter into agreement for a new voting system.

**Strategic Plan Alignment**      Goal 3: Invest in the Future

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses	\$500,000	\$323,526	\$323,526
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>\$500,000</b>	<b>\$323,526</b>	<b>\$323,526</b>
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal	\$250,000	\$161,763	\$161,763
Fees/Other			
Use of Fund Balance	\$250,000	\$161,763	\$161,763
Contingencies			
<b>Total Sources</b>	<b>\$500,000</b>	<b>\$323,526</b>	<b>\$323,526</b>

**Narrative Explanation of Fiscal Impacts:**

The current funding for the voting system is coming out of the Registrar of Voters Accumulated Capital Outlay fund was set up for this purpose. Entering into the Voting System Replacement Contract 2018 Program with the California Secretary of State will allow us to offset the contributions from this fund.

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
1) Resolution; 2) Copy of Standard Agreement (#SG18G30149);			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None.			



# County of Sonoma

## State of California

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Date: February 5, 2019

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Approving Applications For Funds Under The “Voting System Replacement Contract 2018”  
Program**

**Whereas**, the California legislature passed, and Governor signed the Budget Act of 2018 appropriating funds to counties to replace voting systems; and

**Whereas**, Election Code sections 19400 and 19402 delegate authority to the California Secretary of State to administer funds appropriated in the Budget Act of 2018, and to create procedures to reimburse counties for voting system replacement; and

**Whereas**, the procedures established by the California Secretary of State require the County to certify by resolution the approval to enter into contract(s) before submission of said contract(s) under the Voting System Replacement Contract 2018 Program.

**Now, Therefore, Be It Resolved** by the Board of Supervisors of the County of Sonoma:

- 1) The Board authorizes the filing and execution of contract(s) providing funding assistance under the purposes of the Voting System Replacement Contract 2018 Program.
- 2) The Board certifies that the County, through its Registrar of Voters, understands the requirements and assurances under the Voting System Replacement Contract 2018 Program.
- 3) The Board appoints the Count Clerk-Recorder-Assessor, ex-officio Registrar of Voters as agent to conduct all negotiations, execute and submit all documents including but not

limited to applications, contracts, payment requests, and other documentation which may be necessary for execution of the duties and responsibilities under the Voting System Replacement Contract 2018 Program.

**Supervisors:**

Gorin:

Zane:

Gore:

Hopkins:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

**STANDARD AGREEMENT**

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

18G30149

PURCHASING AUTHORITY NUMBER (if applicable)

**1. This Agreement is entered into between the Contracting Agency and the Contractor named below:**

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTOR NAME

Sonoma County

**2. The term of this Agreement is:**

START DATE

February 1, 2019 or upon approval by Dept. of General Services, if required, whichever is later

THROUGH END DATE

June 30, 2021

**3. The maximum amount of this Agreement is:**

\$ 1,681,000.00

One million six hundred eighty one thousand Dollars and Zero Cents

**4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made part of the Agreement.**

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4 pages
Exhibit B	Budget Detail and Payment Provisions	3 pages
Exhibit C *	General Terms and Conditions	GTC 04/2017
Exhibit D	Special Terms and Conditions (Attached hereto as part of this Agreement)	2 pages
Exhibit E	Additional Provisions	2 pages
Exhibit F	County Resolution	pages
Exhibit G	Contractor Voting System Replacement Activity Report	1 pages

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

*These documents can be viewed at [www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx](http://www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx)*

**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.**

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Sonoma County

CONTRACTOR BUSINESS ADDRESS

P.O. Box 11485

CITY

Santa Rosa

STATE

CA

ZIP

95406-1485

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTING AGENCY ADDRESS

1500 11<sup>th</sup> Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Shannon Kauffman

TITLE

Business Operations Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION, IF APPLICABLE

Gov Code § 14616

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**EXHIBIT A  
(Standard Agreement)****SCOPE OF WORK****A. NAME OF PROGRAM**

This program shall be known as "Voting System Replacement Contract 2018."

**B. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to provide the counties within the state of California, as appropriated by Assembly Bill 1824, Chapter 38 (Stats.2018), (Voting System Replacement Contracts), pursuant to California Elections Code sections 19400 and 19402, administered by the Secretary of State, with state funds to reimburse counties for voting system replacement activities subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures. Counties who receive the reimbursement of funds under this agreement are subject to the following:

1. Counties may seek reimbursement for payments made pursuant to a purchase agreement, lease agreement, or other contract made after April 29, 2015.
2. The funded activities must belong to one or more of the categories outlined below in Section E – USE OF FUNDS.
3. If a county uses funding provided to it for activities described below in Section E – USE OF FUNDS, #8, and those activities do not result in a voting system certified by the Secretary of State to comply with the California Voting Systems Standards by July 1, 2023, the county shall return the state funding provided for those activities to the State. If the county does not return the funding by June 30, 2024, the State Controller shall withhold any payment to the county in an equivalent amount, as directed by the California Department of Finance.
4. Any voting system purchased or leased by a county for which the county seeks reimbursement from the Secretary of State pursuant to this Agreement and that does not require a voter to directly mark a ballot, must produce a paper version or representation of the voted ballot or of all of the ballots cast on a unit of the voting system. The paper version shall not be provided to the voter but shall be retained by elections officials for use during the one percent manual tally described in Elections Code Section 15360, or any recount, audit, or contest.

**C. PROJECT CONTACTS**

The program representatives during the term of Agreement will be:

- a. For County: **Deva Maria Proto (707) 565-6800**
- b. For State: **Kathryn Chaney (916) 695-1657**

**EXHIBIT A**  
**(Standard Agreement)**

**D. MATCHING FUNDS**

Counties may seek reimbursement where the county has spent matching county funds on voting systems replacement activities on a dollar-for-dollar basis, up to the maximum amount of funds allocated for the contract. Matching funds may also include federal funds such as Help America Vote Act (HAVA). **State funds**, such as Voting Modernization Bond Act of 2002 (VMB) **may not** be used as matching funds.

**E. USE OF FUNDS**

Any Voting Systems Replacement Contract 2018 funds received pursuant to this program shall be used by County only for one or more of the following purposes:

1. New voting systems that have been certified or conditionally approved pursuant to the California Voting Systems Standards (CVSS).
2. Electronic poll books certified by the Secretary of State.
3. Ballot on demand systems certified by the Secretary of State.
4. Vote by mail ballot drop boxes that comply with any applicable regulations adopted by the Secretary of State, including California Code of Regulations (CCR) Title 2, Division 7, Chapter 3, sections 20130-20138.
5. Remote accessible vote by mail systems certified or conditionally approved by the Secretary of State.
6. Telecommunication technologies to facilitate electronic connection, for the purpose of voter registration, between polling places, vote centers, and the office of the county elections official or the Secretary of State's office.
7. Vote by mail ballot sorting and processing equipment.
8. Research and development of a new voting system using only nonproprietary software and firmware with disclosed source code that have not been certified or conditionally approved by the Secretary of State, but that would result in a voting system certified by the Secretary of State to comply with the California Voting Systems Standards, in addition to the following:
  - Manufacturing of the minimum number of voting system units reasonably necessary for either of the following purposes:
    - Testing and seeking administrative approval for the voting system pursuant to Section 19210 to 19214, inclusive.
    - Testing and demonstrating the capabilities of the voting system in a pilot program pursuant to paragraph (2) of subdivision (b) and subdivision (c) of Section 19209.

**EXHIBIT A  
(Standard Agreement)**

F. County shall not submit any claim for payment or reimbursement and shall not be entitled to receive payment or reimbursement from State of Voting System Replacement Contract 2018 funds for:

1. The cost of purchasing any motored vehicle;
2. The cost of leasing for more than thirty (30) days of any motored vehicle;
3. The cost of purchasing any real property;
4. The cost of leasing any real property;
5. The cost of promotional items and memorabilia;
6. General purpose equipment, including but not limited to, office equipment and furnishings; modular furniture; telephone networks and component parts that are not for the explicit use of facilitating electronic connections as defined above in Section E – USE OF FUNDS, #6 of this document; and reproduction and printing equipment that is not a component of a voting system, ballot on demand system, or electronic poll book system;
7. General office supplies;
8. Any indirect rate or overhead costs distributed to county administrative support services.

G. **DISPOSAL OR SALE OF EQUIPMENT PURCHASED WITH VOTING SYSTEM REPLACEMENT CONTRACT FUNDING**

If a county elections officials disposes of voting systems or voting equipment purchased with Voting System Replacement Contract funding:

1. No pre-approval or permission is required by the Secretary of State.
2. Sales should conform to county purchasing procedures. If those do not exist, counties should rely on the State Administrative Manual (SAM Chapter 8600).
3. A solid audit trail should be maintained and include the following:
  - a. All information relevant to valuation.
  - b. Documentation relevant to the source of funding used for the original purchase of the equipment being sold or disposed of.

**EXHIBIT A**  
**(Standard Agreement)**

- c. Information relevant to the actual sale or disposition, including the date, amount of the actual sale, which equipment was involved (description and inventory numbers) and receipts.
4. Prior to disposing or selling of any voting system or portion thereof, ensure the equipment is formatted so there is no software or firmware remaining on the equipment. All equipment should be taken back to a condition where it is solely a non-functioning piece of hardware.

**EXHIBIT B**  
**(Standard Agreement)****BUDGET DETAIL AND PAYMENT PROVISIONS****1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Office of Secretary of State  
Attention: Accounts Payable  
P.O. Box 944260  
Sacramento, CA 94244-2600

Invoices may be submitted via email to [AccountsPayable@sos.ca.gov](mailto:AccountsPayable@sos.ca.gov). Please contact Accounts Payable at (916) 653-9165 for any further questions regarding invoices.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act or a Voting System Replacement Contract Spending Plan amendment of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act or a Voting System Replacement Contract Spending Plan amendment for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

**4. Failure to Properly Claim Maximum Amount of Voting System Replacement Contract Funds**

Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims, which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

**5. Basis of Claims**

Subject to the provisions of Paragraph #9 below, all claims for Voting System Contract Replacement Funds under this program must be based on invoices submitted by the County. All invoices or Agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS.

**EXHIBIT B  
(Standard Agreement)**

**6. Processing of Claims**

The Secretary of State shall establish the criteria and processes for submitting claims under this Program. Such criteria shall include requirements that all claims:

- A. Contain a face sheet that summarizes each expenditure made by the categories set forth in Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS;
- B. Include the total amount of the claim;
- C. Identify whether additional claims are expected to be submitted;
- D. Include the hourly charge of any contractor for which a claim is made for their time;
- E. Include signed Contractor Activity Reports, please see sample, which is Exhibit G - CONTRACTOR VOTING SYSTEM REPLACEMENT ACTIVITY REPORT, for each employee and contractor's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from Voting System Replacement Contract funds are required to submit timesheets for any work paid for as time and materials); and
- F. Include a copy of the contract, if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

**7. Retroactive Payments**

Counties may claim reimbursement for expenses and activities permissible under the terms of this Agreement that occur after April 29, 2015, and before June 30, 2021.

**8. Payments of Claims**

The Secretary of State shall advise the County of the status of the claim processing within 30 (thirty) days of receipt of the claim. Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

**9. Deadline for Submitting Claims**

The deadline for submitting any claim under this program is 30 (thirty) days after the expiration date of this Agreement.

**10. Multiple Claims**

County can submit multiple claims for Voting Systems Replacement funds authorized above, within the aggregate limit established for County.

**11. Documentation to be Submitted**

- A. Each claim shall include a cover page that identifies the activity or service in Exhibit A – SCOPE OF WORK and a summary sheet that includes the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all documentation of the payment for which reimbursement is sought, and of the purchase agreement, lease agreement, or other contract pursuant to which the reimbursed payment was made.

**EXHIBIT B**  
**(Standard Agreement)**

- B. The county shall certify to the Secretary of State the source and amount of match funding, including supporting documentation of the source of funding such as a statement of account.
- C. If applicable, approval by the County Board of Supervisors, along with the appropriate County Resolution will be required.

**12. Order of Processing**

Claims shall be processed by the Secretary of State in order of receipt.



**EXHIBIT C**  
**(Standard Agreement)**

**GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions (GTC 04/2017) will be included in the agreement by reference to Internet site: [www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx](http://www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx)

**EXHIBIT D**  
**(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

**A. AUDITING**

1. Receipt of Voting System Replacement funds by County indicates agreement, to be reimbursed by the Secretary of State, by first providing matching funds spent on voting system replacement activities described in Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS, on a dollar-for-dollar basis, up to a maximum amount of funds allocated for the contract, as allocated per county.
2. County shall maintain records in a manner that:
  - a. Accurately reflects fiscal transactions with necessary controls and safeguards;
  - b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);
  - c. Provides accounting data so the costs can readily be determined throughout Agreement period;
  - d. Accurately records and tracks the disposition of all equipment and sensitive property in compliance with 41 CFR 105-71 and the California State Administrative Manual.
3. Records shall be maintained for three (3) years after termination of this Agreement and for at least one (1) year following any audit or final disposition of any disputed audit finding.
4. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.
5. County shall permit periodic site visits by the Secretary of State, or the Secretary of State's designee or designees, to determine if any Voting System Replacement Contract funds are being used or have been used in compliance with this Agreement and all applicable laws.

**B. GENERAL PROVISIONS**

1. Voting System Replacement Contract funds can only be used for the purposes for which the Voting System Replacement Contract funds are made.
2. No portion of any Voting System Replacement Contract funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E – Additional Provisions, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office.
3. Proceeds received by the County for the sale of equipment or sensitive property originally purchased by funds shall be deposited in an interest-bearing account and used in accordance with procedures outlined in Exhibit A – SCOPE OF WORK, Section G - DISPOSAL OR SALE OF EQUIPMENT PURCHASED WITH VOTING SYSTEM REPLACEMENT CONTRACT FUNDING. Such sales shall be reported in writing to the Secretary of State within 30 days of completion. Interest earned on funds shall be reported to the Secretary of State within 90 days of the close of each fiscal year. Upon expenditure of these funds and interest earned, County will report such

**Sonoma County****18G30149**

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**EXHIBIT D**  
**(Standard Agreement)**

expenditure to the Secretary of State, along with documentation of such expenditure, including invoices, agreements or other documentation.

4. Funds not claimed by County within thirty (30) days of the end date of this contract, or any funds claimed by a county that are not approved for use by the Secretary of State within one hundred eighty (180) days of the end date of this contract, shall revert to the Secretary of State.
5. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount.
6. This Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner.
7. County warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
8. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County.
9. If a county uses funding provided to it for activities described in Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS, #8, and those activities do not result in a voting system certified by the Secretary of State to comply with the California Voting Systems Standards by July 1, 2023, the county shall return the state funding provided for those activities to the State. If the county does not return the funding by June 30, 2024, the State Controller shall withhold any payment to the county in an equivalent amount, as directed by the California Department of Finance.

**EXHIBIT E**  
**(Standard Agreement)**

**ADDITIONAL PROVISIONS**

**Secretary of State Policy Regarding Political Activity in the Workplace**

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office and incorporated as an attachment to contracts with the Secretary of State's Office, is as follows:

- 1) No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.
- 2) No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
- 3) No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.
- 4) No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).
- 5) The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
- 6) No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
- 7) No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.

**EXHIBIT E**  
**(Standard Agreement)**

- 8) No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
- 9) No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.
- 10) An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
- 11) Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

If you have questions concerning these restrictions, please refer them to the Secretary of State Office contact person listed in Exhibit A – SCOPE OF WORK.

STATE OF CALIFORNIA - SECRETARY OF STATE

CONTRACTOR VOTING SYSTEM REPLACEMENT ACTIVITY REPORT

NAME		COMPANY NAME														Month/Year		Voting System Replacement Coordinator's Approval																				
		Location (Sacto/LA)																																				
Contract Number:																																						
VOTING SYSTEM REPLACEMENT ACTIVITY HOURS														PROGRAM TIME REPORTING																								
	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1		<b>DELIVERABLE NAME</b>	<b>ORG</b>	<b>HOURS</b>	
1																																			(Taken from proposal and contract)		0.0	
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22																																					0.0	
23																																					0.0	
24																																					MONTHLY TOTAL	0.0
SIGNATURE OF CONTRACTOR														DATE																								



## 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

**Board Agenda Date:** February 5, 2019

**Vote Requirement:** Informational Only

**Department or Agency Name(s):** County Administrator's Office

**Staff Name and Phone Number:**

Michael Gossman, 565-2341

**Supervisorial District(s):**

All

**Title:** Recovery Update

### **Recommended Actions:**

Receive an update on the status of recovery operations, planning and seeking of funding opportunities following the October 2017 Sonoma Complex Fires.

### **Executive Summary:**

The aftermath of the October 2017 Sonoma Complex Fires presents ongoing risks to the residents, property, and environment of Sonoma County. Office of Recovery and Resiliency staff provides the Board regular updates on recovery efforts, including building permits; external funding and grant efforts; and relevant legislation.

### **Discussion:**

In the early morning hours of October 9, 2017, County staff activated the Emergency Operations Center in response to the Sonoma Complex Fires, which eventually burned 173 square miles and destroyed over 7,000 structures, including 5,143 homes. On December 19, 2017, the Board of Supervisors established the Office of Recovery and Resiliency (Office) with the mission to develop a strategy that addresses the immediate and long-term recovery and resiliency efforts needed to help Sonoma County rebuild and recover from the wildfires. This Office continues to actively pursue recovery efforts, and to work with other County departments, agencies, and districts to assist Sonoma County residents in the process of rebuilding.

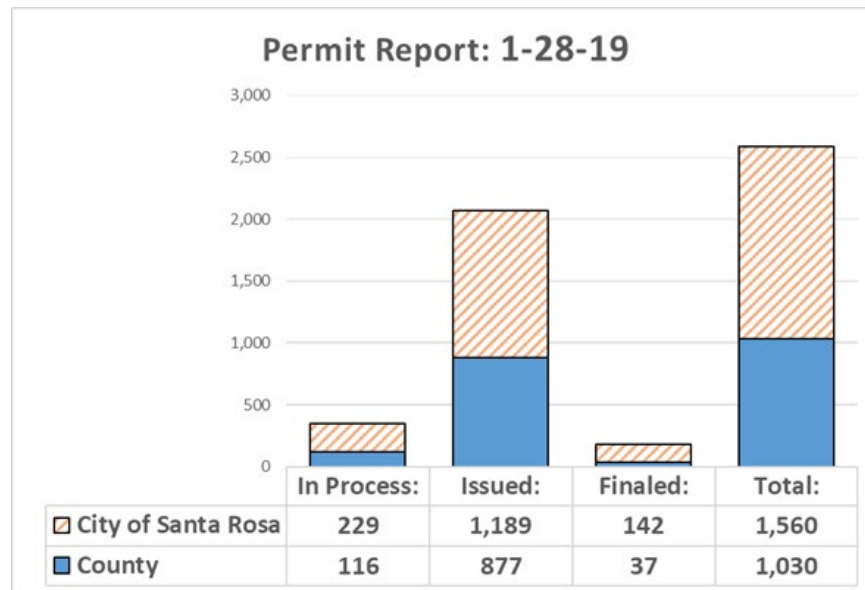
In an effort to keep the Board and community informed about the County's recovery efforts, the Office prepares a standing agenda item for each Board meeting, typically included on the consent calendar. This update includes information on: Ongoing Recovery Efforts; Housing; Recovery Related External Funding Opportunities; and other items of interest.

## 1. Ongoing Recovery Efforts

### A. Debris Removal

The U.S. Army Corps of Engineers in May 2018 concluded the Government-Sponsored Debris Removal Program in Sonoma County on 3,674 participating properties and stopped accepting new debris-related complaints. If property owners require additional clarification specific to the Debris Removal Program, they can contact the California Office of Emergency Services Recovery Section at 916-845-8200. If property owners have other questions or concerns, they can contact Sonoma County's Office of Recovery and Resiliency at 707-565-1222.

## 2. Housing



### A. Rebuilding Permits

1. The County has issued 877 building permits for homes as of January 28, 2019; 116 permits are in process; 37 homes have been finished. For the latest numbers, go to <http://sonomacounty.ca.gov/PRMD/Performance-Data/Rebuilding-Permits-Data/>
2. City of Santa Rosa has issued 1,189 building permits for homes as of January 28, 2019; 229 permits are in process; 142 homes have been finished. For latest numbers, go to <https://www.srcity.org/2675/Rebuilding>

### B. Resiliency Permit Center

Permit Sonoma established a Resiliency Permit Center providing expedited comprehensive permitting and inspection services for those who lost homes in the fires and their representatives dealing with reconstruction of approximately 3,000 residential structures destroyed or damaged by the Sonoma Complex Fire. Services at the Resiliency Permit Center began February 13, 2018. In 2018, the Resiliency Permit Center issued more than 750 permits, including about 700 single-family homes and 14 multifamily buildings. In 2019, the Resiliency Permit Center also will provide, free of charge, a general review of bid proposals to fire survivors to help them determine where scope and pricing are appropriate.



### 3. Recovery-Related External Funding Opportunities

#### A. Community Development Block Grant – Disaster Recovery

Announcement of \$212 Million: U.S. Department of Housing and Urban Development (HUD) announced on April 10, 2018, that California would be receiving \$212 million to support long-term disaster recovery through the Community Development Block Grant – Disaster Recovery (CDBG-DR) program, including \$124 million for unmet disaster recovery needs, and \$88 million for preparedness and mitigation. The Federal Register governing the \$124 million portion for unmet disaster recovery needs was issued on August 20, 2018.

Requirements of \$124 Million: At least 80% of the allocation (\$99 million) must address unmet disaster needs within the HUD-identified most impacted and distressed areas identified as: Sonoma and Ventura Counties, and zip codes 93108, 94558, 95422, 95470, and 95901. Funds must primarily address unmet housing needs. The California Department of Housing and Community Development (HCD), as Grantee and receiver of the funds, has drafted an Action Plan that has been submitted to HUD. The Action Plan details the proposed use of all funds. HCD has assessed community impacts and unmet needs to guide the development and prioritization of planned recovery activities, of which 70% must be used to support activities benefitting low- and moderate- income persons.

Status of \$124 Million Unmet Disaster Needs Funding: HCD held two public meetings in Santa Rosa, on October 2 and on November 26, first to introduce the draft action plan and second to receive initial comments before finalizing and submitting its Action Plan. HCD's proposed Action Plan includes a budget of \$47.6 million for an owner-occupied housing program, \$66.7 million for a multifamily housing program, \$3.5 million for a FEMA PA match program, and \$6.2 million for administration.

The owner-occupied program is proposed to be a Statewide program by HCD. HCD will release a Survey to help finalize the owner-occupied program prior to opening up the application process. The multi-family program will have funds allocated directly to the local jurisdiction. This allocation is proportionate to the number of Low and Moderate Income renters within the disaster areas of each jurisdiction. As proposed, Sonoma County would receive \$4,698,809 and the City of Santa Rosa would receive \$38,469,772.

The Office of Recovery and Resiliency and the Community Development Commission, along with other community partners, are continuing to collaborate with HCD regarding the proposed programs for the action plan to align eligible unmet needs found throughout the County with the ultimate use of the funds.

Status of \$88 Million for Preparedness and Mitigation Funding: HUD to develop and finalize the rules and publish in the Federal Register in order to begin the funding cycle.

**B. CAL FIRE Grants**

On December 19, 2018, the County submitted a grant application to CAL FIRE for the “Fine-Scale Decision Support Data Toolkit to Accelerate the Scale and Pace of Hazardous Fuel Reduction”. Permit Sonoma’s Fire Prevention Division is the lead in partnership with Pepperwood Preserve. The purpose of the project is to help reduce losses of lives and property in Sonoma County by:

1. Creating and using a new, science-based decision support “Toolkit” to assist with fire management planning.
2. Providing FireWise program and chipper support to private landowners with identified high fuels treatment needs.
3. Conducting pilot implementation projects on Regional Parks to refine and demonstrate Toolkit functionality.

The total project cost is \$785,558: CAL FIRE, \$710,683 and Match, \$74,875.

**4. Other Items of Interest**

**A. Forest Stewardship Summit**

The Office of Recovery & Resiliency convened an event on January 11, 2019, at the Laguna de Santa Rosa Foundation to kick off a campaign to increase the pace, scale and effectiveness of management on public and private forest lands to reduce wildfire hazards, benefit life safety and ecosystem services, and improve landscape resiliency. Approximately 70 people with wide-ranging affiliations participated. This was a key step in creating a “network of networks” that will pursue aligned and connected efforts at the local, regional and state scales. The event included several speakers invited to raise awareness about current and pending government policies, initiatives, regulations, programs and funding. A dozen brief presentations on ongoing efforts and ideas from landowners, local organizations, researchers, and investors also were shared. County staff helped facilitate discussion groups to receive input, and an online survey is collecting information that will be reported up to the Northern Regional Prioritization Working Group of the Governor’s Forest Management Task Force. The presentation materials are accessible at <http://sonomacounty.ca.gov/Office-of-Recovery-and-Resiliency/Forest-Stewardship/>.

**B. Hazardous Tree Removal**

Your Board approved a construction contract on January 8, 2019, for the removal of about 240 fire-damaged trees located on private property near the public right-of-way, which were identified as posing "extreme" or "high" risk to public safety. All trees to be removed under this contract are on properties for which property owners have executed right-of-entry permits granting access to perform the work. County crews and contractors previously removed trees that posed an "imminent" threat to road use, and a professional arborist consultant identified fire damaged trees that posed “extreme” or “high” risks along approximately 90 miles of roads in burned areas of the County. On October 16, 2018, your Board approved a construction contract for removal of these trees, stump grinding, pruning limbs and disposing of previously felled trees, located in the public right-of-way. This work began December 10, 2018.

<b>Prior Board Actions:</b>			
Regular Recovery Updates have been provided to your Board since November 2017.			
<b>Strategic Plan Alignment</b> Goal 1: Safe, Healthy, and Caring Community			
<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			

<b>Related Items "On File" with the Clerk of the Board:</b>

**BOARD OF SUPERVISORS**  
**AGENDA ADDENDUM**

**FEBRUARY 5, 2019**

**THE FOLLOWING ITEM IS BEING ADDED TO THE CONSENT CALENDAR:**

- 21a. Letter of recommendation for the appointment of Dr. Caryl Hart to the California State Coastal Conservancy:  
Authorize the Chairman of the Board of Supervisors to submit a letter of recommendation to Governor Gavin Newsom for the appointment of Dr. Caryl Hart to fill a vacancy on the California State Coastal Conservancy.

**THE FOLLOWING ITEMS ARE BEING REMOVED FROM THE CONSENT CALENDAR:**

**COUNTY COUNSEL/ COUNTY ADMINISTRATOR**

11. California Public Utilities Commission Proceedings:
- A) Authorize the County Counsel to execute a legal services agreement with Goodin, MacBride, Squeri & Day, LLP to provide legal advice and representation in California Public Utilities Commission proceedings involving wildfire management and mitigation and related matters up to a not-to-exceed amount of \$150,000.
  - B) Adopt a resolution authorizing a budgetary adjustment to the 2018-2019 Final Budget to transfer appropriation from General Fund Contingencies in the amount of \$150,000 to the County Administrator Office of Recovery & Resiliency budget for the legal services agreement and \$50,000 to County Counsel budget for related County Counsel services.
- (4/5th Vote Required)

**HEALTH SERVICES**

13. Contracting for Behavioral Health Services:  
Receive update on redesign of the mental health delivery system and approve contracting out of behavioral health services to network providers.

**REGIONAL PARKS**

16. Spud Point Marina Fuel Piping Replacement – Award Bid:
- A) Approve the specifications, plans, and forms for the construction of the Spud Point Marina Above-Ground Fuel Piping Replacement Project
  - B) Award the bid for construction for the Spud Point Marina Above-Ground Fuel Piping Replacement Project to enhance visitor amenities and replace aging infrastructure, to Balch Petroleum & Builders, Inc. in the amount of \$492,000, and authorize the Chair of the Board to execute the contract.
  - C) Adopt a resolution authorizing the transfer of \$200,000 from the General Fund Deferred Maintenance Fund to supplement project funding to be repaid from the Spud Point Enterprise Fund over a period of five fiscal years.
- (4/5<sup>th</sup> Vote Required)(Fifth District)

**THE FOLLOWING ITEM IS BEING REMOVED FROM THE REGULAR  
CALENDAR:**

**GENERAL SERVICES**

34. Campus Parking Changes and Replacement Parking Improvements:  
Consider multiple recommendations relating to parking on the County Government Center campus in order to provide sufficient parking for employees and the public as a result of displacement due to construction of the new State Courthouse.
- A) Authorize General Services Director to take all necessary steps to proceed with parking solutions including creating new spaces on the Mendocino Lot (P26) , Net Fleet Lot (P28), reconditioning the current Probation SAC and Regional Parks' yards, realigning County Center Drive with added street parking, and implementing an assigned parking program.
  - B) Authorize the General Services Director to identify and return to the Board with potential real estate lease(s) to facilitate relocation of the Probation SAC and Regional Parks yard.
  - C) Adopt a resolution authorizing the budgetary transfer of Fleet Accumulated Outlay funds in the amount of \$161,664 to proceed with the cleanup of the Probation SAC and Regional Park's yard to allow for Fleet Motor Pool parking.
  - D) Adopt a resolution authorizing the budgetary transfer of General Fund contingencies in the amount of \$494,259 to proceed with the capital projects needed to expand parking on campus.
- (4/5th Vote Required)

**THE FOLLOWING ITEMS ARE BEING ADDED TO THE CLOSED SESSION  
CALENDAR:**

- 31a. The Board of Supervisors and the Board of Directors of the Community Development Commission will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – *Vannucci v. County of Sonoma*, 18-cv-01955-VC (N.D. Cal.) (Government Code Section 54956.9(d)(1).)
- 31b. The Board of Supervisors and the Board of Directors of the Community Development Commission will consider the following in closed session: Conference with Legal Counsel -- Significant Exposure to Litigation (Government Code Section 54956.9 d(2).)



## County of Sonoma Agenda Item Summary Report

(This Section for use by Clerk of the Board Only.)

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

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** February 5, 2019

**Vote Requirement:** 4/5

**Department or Agency Name(s):** General Services

**Staff Name and Phone Number:**

Caroline Judy: 707-565-8058

**Supervisorial District(s):**

District 1

**Title:** Boyes Hot Springs Area Parking and Parking Enforcement

### Recommended Actions:

Consider the following recommendations relating to parking on several County owned and managed properties in the Boyes Hot Springs area in order to establish and enforce public short-term parking for the area.

- A. Authorize the Director of General Services to evaluate and, based on conditions assessment, neighborhood and stakeholder input, and other relevant considerations, revise the county property plan as necessary to reflect appropriate parking and vehicle regulations for the subject property(s), in accordance with Sonoma County Municipal Code section 18-1.
- B. Adopt a resolution approving budget adjustment to the FY 18-19 Budget in the amount of \$16,681 to add a limited term (2 years) 0.5 FTE Community Services Officer I and assignment of appropriate fleet vehicle, using District 1 Community Investment Measure L Funds for the purpose of enforcing parking regulations on County property along the Highway 12 corridor in the Boyes Hot Springs area, with an estimated annualized cost of \$50,582.

### Executive Summary:

General Services is requesting the Board of Supervisors authorize funding for parking enforcement services on two identified locations of County property along Sonoma Highway in Boyes Hot Springs. An analysis of the situation will be undertaken to determine solutions for appropriate parking regulations and enforcement approach.

The intent for enforcement services is to alleviate significant parking shortage issues in the Boyes Hot Springs area related to the widening of the Highway in the State Route 12 Corridor Improvement Project.

**Discussion:**

General Services has been responsible for the management of parking enforcement since 1987. Parking enforcement was established to regulate and discourage the abuse of parking and promote public access to public services (Sonoma County Code 18-1).

In 2016, your Board approved an agreement between the Community Development Commission and Department of Transportation and Public Works to provide \$1,373,153 from former Redevelopment Successor Agency Funds and \$826,847 in Reinvestment and Revitalization (R&R) funds for parking mitigation as set forth in the 2011 Public Improvements Agreement for the Highway 12 Project. Under the Inter-Agency Agreement, the CDC has been working to identify potential parking locations, negotiate the terms of potential acquisition, and to the extent funding is available, contract for development of parking lots in the Boyes Hot Springs area as related to the State Route 12 Corridor Improvement Project.

The State Route 12 Corridor Improvement Project has completed the construction of pedestrian and bicycle facilities, roadway widening, asphalt, pavement replacement, installation of curbs, gutters and sidewalks, storm water treatment devices, pedestrian level street lights, and traffic signal modifications on State Route 12 between Agua Caliente Road and Boyes Blvd in the Springs area of Sonoma Valley. The widening of the highway and construction of the pedestrian and bicycle facilities was intended to inspire alternative transportation methods to automobiles. Much of the highway through Boyes Hot Springs is now deemed no parking zones. As a result, there is a shortage of parking resources in the Boyes Hot Springs area. An option of contracting with the CHP and/or hiring additional Sheriff staff was researched and it was determined officer resources for on-going, regular parking enforcement patrols were not available and are cost prohibitive.

Additional factors have compounded the loss of parking associated with the Highway 12 project including the housing shortage and cost of housing in the Sonoma Springs area increasing the number of residents per unit and increased the number of cars per household.

The loss of parking, coupled with the unavailability of existing parking, has been a challenge for opening new businesses in the Springs, and many storefronts are currently vacant. Existing businesses regularly cite the lack of parking as being the primary reason that they are not able to attract more customers and grow their businesses.

Staff recommend the Board consider adding a limited term (2 years) 0.5 FTE Community Services Officer I funded by District 1 Tourism Impact Funds. The proposed parking enforcement officer would be authorized and directed to enforce the County's parking regulations contained in Sonoma County Municipal Code Chapter 18 and other applicable County ordinances, including Ordinance No. 2300 (as amended), and shall be authorized to issue citations for violations of those regulations.

This action would enable the County to retain enforcement services in order to free up short-term parking being utilized by long-term users and assist local businesses and services.

Staff will also undertake an evaluation of conditions and needs in the subject area, in order to establish appropriate parking regulations for the involved County properties in the area. Implementation of those regulations will be done in conformance with Sonoma County Municipal Code section 18-1 and with



applicable County ordinances, such as Ordinance No. 2300 governing regulation of County highways. Any needed amendment to these applicable ordinances will be brought to your Board at a later time.

**Prior Board Actions:**

- 05/22/18 – Approved Land Lease Agreement between The Joseph C. Bellan and Verna J. Bellan 2000 Revocable Living Trust, the Sonoma County Community Development Commission, and the Department of Transportation and Public Works for Highway 12 Parking Mitigation
- 06/14/16 – Approved Inter-Agency Agreement between the Sonoma County Community Development Commission and the Department of Transportation and Public Works for Highway 12 Parking Mitigation
- 03/29/16 – Approved \$826,947 in R&R funds to fully fund the \$2.2 million parking mitigation under the Successor Agency-DTPW Highway 12 Agreement.
- 09/24/13 – Approved First Amendment to the Highway 12 Agreement, extending the term of the Agreement to December 31, 2016.
- 02/28/12 – Approved Highway 12 Agreement.
- 01/18/11 – Approved \$13,003,490 Public Improvements Agreement for the Highway 12 Project.

**Strategic Plan Alignment**      Goal 4: Civic Services and Engagement

**Fiscal Summary**

Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	\$0	\$50,583	\$50,583
Additional Appropriation Requested	\$16,861		
<b>Total Expenditures</b>	<b>\$16,861</b>		

**Funding Sources**

General Fund/WA GF	\$16,861		
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$16,861</b>	\$50,583	\$50,583

**Narrative Explanation of Fiscal Impacts:**

Using FY 18-19 salary and benefit and fleet vehicle rates, staff estimates parking enforcement for the Boyes Hot Springs area will cost \$50,582 per year. Assuming parking enforcement will begin in March 2019, the estimated FY 18-19 cost is \$16,861. Of that \$16,861, \$15,469 is for a limited term (2 years) 0.5 FTE Community Services Officer I, and \$1,392 is for and vehicle and fuel costs. Funding for parking enforcement activities will come from District 1 Tourism Impact Funds.

FY 19/20 is the projected annualized cost for the position and vehicle.

**Staffing Impacts**

<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
Community Services Officer I	\$19.41 - \$23.59	0.5 FTE	

**Narrative Explanation of Staffing Impacts (If Required):**

Add a limited term (2 years) 0.5 FTE Community Services Officer I to perform parking enforcement on County property along the Highway 12 corridor in the Boyes Hot Springs area. General Services has consulted with the Human Resources Department, which is supportive of the recommended classification for the body of work described.

**Attachments:**

- Attachment 1: Budget Resolution
- Attachment 2: Department Allocation Resolution

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

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County of Sonoma  
State of California

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Date: February 5, 2019

Item Number: \_\_\_\_\_  
Resolution Number: \_\_\_\_\_



4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Authorizing Use of District 1 Community Investment Measure L Funds in the Amount of  
\$16,861 and a Budget Adjustment For the General Services Department, in the Amount of  
\$16,681**

**Whereas**, the Board of Supervisors has adopted the County's Fiscal Year 2018-19 Budget for the General Services Department and Non-Departmental on June 15, 2018,

**Whereas**, Sections 29088 and 29125 of the Government Code, State of California allow for adjustments to the Fiscal Year 2018-2019 Adopted Budget; and

**Now, Therefore, Be It Resolved** that the County Auditor-Controller-Treasurer-Tax Collector and the County Administrator are hereby authorized and directed to make the following budgetary adjustments:

Resolution #

Date:

Page 2

<b>Department Name</b>	<b>District 1 Community Investment Measure L Funds</b>	<b>Parking Enforcement</b>
<b>Fund/ Department ID</b>	<b>11016/ 16030200</b>	<b>10035/ 21040400</b>
<b><u>Funding Sources</u></b>		
OPER. TRNSFR - BTWN FUNDS (47102)		\$16,861
<b>TOTAL SOURCES</b>	<b>\$0</b>	<b>\$16,861</b>
<b><u>Funding Uses</u></b>		
SECURITY SERVICES (51230)		\$16,861
CONTRIBUTIONS (53501)	(\$16,861)	
OPER. TRNSFR-BTWN FUNDS (57012)	\$16,861	
<b>TOTAL USES</b>	<b>\$0</b>	<b>\$16,861</b>
<b>NET COST</b>	<b>\$0</b>	<b>\$0</b>

**Supervisors:**

Gorin:

Zane:

Gore:

Hopkins:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# County of Sonoma

## State of California

Date: February 5, 2019

Item Number: \_\_\_\_\_  
Resolution Number: \_\_\_\_\_



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, amending the Departmental Allocation list for the General Services Department, adding limited term (2 years) 0.5 Full Time Equivalent Community Services Officer I**

**Whereas,** the General Services Department will be enforcing parking regulations on County Property along the Highway 12 corridor in the Boyes Hot Springs Area requiring a limited term (2 years) 0.5 full time equivalent Community Services Officer I; and

**Whereas,** Human Resources concurs with the that the duties and responsibilities required to meet the department's operational and planning goals are properly aligned with the Community Services Officer I classification;

**Now, Therefore, Be It Resolved** that the Allocation Table of the General Services Department is hereby revised as follows:

Budget Index	Job Class	Class Title	Existing Positions in Class	Change in Position Allocation	New Total Allocation for Class	Duration/End Date	Salary Range
210204	3396	Community Services Officer I	1.50	0.50	2.00	2/28/2021	1941

Resolution #

Date:

Page 2

**Supervisors:**

Gorin:

Zane:

Gore:

Hopkins:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

**BOARD OF SUPERVISORS**  
**AGENDA ADDENDUM**

**FEBRUARY 5, 2019**

**THE FOLLOWING ITEM IS BEING ADDED TO THE CONSENT CALENDAR:**

- 21a. Letter of recommendation for the appointment of Dr. Caryl Hart to the California State Coastal Conservancy:  
Authorize the Chairman of the Board of Supervisors to submit a letter of recommendation to Governor Gavin Newsom for the appointment of Dr. Caryl Hart to fill a vacancy on the California State Coastal Conservancy.

**THE FOLLOWING ITEMS ARE BEING REMOVED FROM THE CONSENT CALENDAR:**

**COUNTY COUNSEL/ COUNTY ADMINISTRATOR**

11. California Public Utilities Commission Proceedings:
- A) Authorize the County Counsel to execute a legal services agreement with Goodin, MacBride, Squeri & Day, LLP to provide legal advice and representation in California Public Utilities Commission proceedings involving wildfire management and mitigation and related matters up to a not-to-exceed amount of \$150,000.
  - B) Adopt a resolution authorizing a budgetary adjustment to the 2018-2019 Final Budget to transfer appropriation from General Fund Contingencies in the amount of \$150,000 to the County Administrator Office of Recovery & Resiliency budget for the legal services agreement and \$50,000 to County Counsel budget for related County Counsel services.
- (4/5th Vote Required)

**HEALTH SERVICES**

13. Contracting for Behavioral Health Services:  
Receive update on redesign of the mental health delivery system and approve contracting out of behavioral health services to network providers.

**REGIONAL PARKS**

16. Spud Point Marina Fuel Piping Replacement – Award Bid:
- A) Approve the specifications, plans, and forms for the construction of the Spud Point Marina Above-Ground Fuel Piping Replacement Project
  - B) Award the bid for construction for the Spud Point Marina Above-Ground Fuel Piping Replacement Project to enhance visitor amenities and replace aging infrastructure, to Balch Petroleum & Builders, Inc. in the amount of \$492,000, and authorize the Chair of the Board to execute the contract.
  - C) Adopt a resolution authorizing the transfer of \$200,000 from the General Fund Deferred Maintenance Fund to supplement project funding to be repaid from the Spud Point Enterprise Fund over a period of five fiscal years.
- (4/5<sup>th</sup> Vote Required)(Fifth District)

**THE FOLLOWING ITEM IS BEING REMOVED FROM THE REGULAR  
CALENDAR:**

**GENERAL SERVICES**

34. Campus Parking Changes and Replacement Parking Improvements:  
Consider multiple recommendations relating to parking on the County Government Center campus in order to provide sufficient parking for employees and the public as a result of displacement due to construction of the new State Courthouse.
- A) Authorize General Services Director to take all necessary steps to proceed with parking solutions including creating new spaces on the Mendocino Lot (P26) , Net Fleet Lot (P28), reconditioning the current Probation SAC and Regional Parks' yards, realigning County Center Drive with added street parking, and implementing an assigned parking program.
  - B) Authorize the General Services Director to identify and return to the Board with potential real estate lease(s) to facilitate relocation of the Probation SAC and Regional Parks yard.
  - C) Adopt a resolution authorizing the budgetary transfer of Fleet Accumulated Outlay funds in the amount of \$161,664 to proceed with the cleanup of the Probation SAC and Regional Park's yard to allow for Fleet Motor Pool parking.
  - D) Adopt a resolution authorizing the budgetary transfer of General Fund contingencies in the amount of \$494,259 to proceed with the capital projects needed to expand parking on campus.
- (4/5th Vote Required)

**THE FOLLOWING ITEMS ARE BEING ADDED TO THE CLOSED SESSION  
CALENDAR:**

- 31a. The Board of Supervisors and the Board of Directors of the Community Development Commission will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – *Vannucci v. County of Sonoma*, 18-cv-01955-VC (N.D. Cal.) (Government Code Section 54956.9(d)(1).)
- 31b. The Board of Supervisors and the Board of Directors of the Community Development Commission will consider the following in closed session: Conference with Legal Counsel -- Significant Exposure to Litigation (Government Code Section 54956.9 d(2).)





## 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 of Sonoma County

**Board Agenda Date:** February 5, 2019

**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:** California Health Facilities Financing Authority Peer Respite Care Grant Program

### **Recommended Actions:**

Adopt a resolution accepting a Peer Respite Care Grant Program award of \$750,000 from the California Health Facilities Financing Authority for a peer respite care facility and authorizing the Department of Health Services Director to execute the grant agreement.

### **Executive Summary:**

The Department of Health Services and co-applicant Progress Foundation have received a Peer Respite Care Grant Program award of \$750,000 from the California Health Facilities Financing Authority to develop a new peer respite care program in Sonoma County. Grant funds will be used for the acquisition and construction/renovation of real property for use as six-bed peer respite care facility. Peer respite care facilities provide a community-based alternative to psychiatric hospitalization. All grant funds will be transferred to the grant co-applicant, Progress Foundation, for investment in the facility. Progress Foundation is currently searching for a suitable facility within Sonoma County. To comply with the terms of the grant, Progress Foundation will enter into a twenty-year facilities lease agreement with the County, ensuring that the property will be available for peer respite care services funded by the County through a separate services agreement.

This item requests that the Board, by way of resolution, 1) accept a Peer Respite Care Grant Program award of \$750,000 from the California Health Facilities Financing Authority for a peer respite care facility and 2) authorize the Department of Health Services Director to execute the Peer Respite Care Grant Program Grant Agreement Number SONM-01 on behalf of the County.

### **Discussion:**

#### **Investment in Mental Health Wellness Act of 2013 and the Peer Respite Care Grant Program**

Senate Bill 82, known as the Investment in Mental Health Wellness Act of 2013, was signed into law in June 2013. The Act enables the State of California to use Mental Health Services Act funds and state general funds to expand mental health crisis services statewide with the goal of expanding access to

early intervention and treatment services, achieving client recovery and wellness, and reducing mental health costs. Through the Investment in Mental Health Wellness Act, the California Health Facilities Financing Authority was allocated a total of \$142 million statewide for capital costs associated with adding new or expanded crisis stabilization, crisis residential treatment, mobile support services, and peer respite services. The objectives of grant funding include: 1) reduce unnecessary hospitalizations and inpatient days; 2) reduce recidivism and mitigate unnecessary expenditures of local law enforcement; 3) expand the continuum of services with early intervention and treatment options that are wellness, resiliency, and recovery oriented in the least restrictive environment; and 4) leverage public and private funding sources to achieve improved networks of care. As provided by Senate Bill 75, Statutes of 2015 (Committee on Budget), up to \$3 million of the original \$142 million appropriation may be used as capital outlay for peer respite facilities.

The Department of Health Services and our community-based partner Progress Foundation jointly submitted a grant application to the California Health Facilities Financing Authority to request funding for Progress Foundation to acquire property to be used as a peer respite care facility. On May 26, 2016 the California Health Facilities Financing Authority approved an award in the amount of \$750,000 for the Sonoma County project. On December 7, 2017 the California Health Facilities Financing Authority approved a resolution extending the term of the grant through December 31, 2021.

#### **Progress Foundation Facility and Lease Agreement with County**

Progress Foundation is actively searching for a suitable property in Sonoma County for use as a peer respite care facility. The California Health Facilities Financing Authority has given Sonoma County and Progress Foundation a due date of July 30, 2020 to provide evidence demonstrating the start of escrow for a suitable peer respite care facility.

Once a suitable property is identified, Progress Foundation will acquire and hold title to the real property and provide peer respite care services with funding from the County. All grant funds will be transferred to Progress Foundation to fund the purchase of the property. To comply with the terms of the grant, Progress Foundation and the County will enter into a facilities lease agreement to ensure that the property will be used for a period of twenty years for peer respite care services funded by the County through a separate services agreement. Subsequent to Progress Foundation identifying a suitable peer respite care facility, the Department of Health Services, in coordination with the General Services Department, will return to the Board to request approval of the facilities lease agreement.

To ensure disbursement of funds from the California Health Facilities Financing Authority, the peer respite care facility must be operational by November 30, 2021.

#### **Peer Respite Care Program Services**

Peer respite programs provide an additional level of care to those experiencing or at risk of a mental health crisis. Peer respite programs are voluntary, short-term residential programs that provide an alternative to psychiatric emergency services by offering a less coercive or intrusive supporting environment for individuals experiencing a mental health crisis, but who are not deemed dangerous to others. The services agreement with Progress Foundation to provide peer respite care services will be funded initially by a combination of state Homeless Emergency Aid Program (HEAP) grant funding and Medi-Cal Administrative Activities (MAA) revenue. With the anticipated passage of Senate Bill 10 (Beall), a statewide peer support specialist certification program will be established and Progress Foundation will be able to receive reimbursement for peer respite care program services directly from Medi-Cal.

**Prior Board Actions:**

On April 11, 2017 the Board 1) adopted a resolution accepting an Investment In Mental Health Wellness Grant of \$870,343 from the California Health Facilities Financing Authority for crisis residential treatment program expansion and authorizing the Department of Health Services Director to execute the grant agreement and a lease agreement with Progress Foundation for the property located at 1120 Gordon Lane in Santa Rosa and 2) adopted a resolution adjusting the fiscal year 2016-2017 final budget by increasing revenues in the Department of Health Services by \$870,343 to reflect the receipt of a grant from the California Health Facilities Financing Authority for crisis residential treatment program expansion.

On December 9, 2014 the Board adopted a resolution 1) accepting an Investment in Mental Health Wellness Grant of \$2,000,000 from the California Health Facilities Financing Authority for relocation and expansion of the Crisis Stabilization Unit; and 2) confirming the Department of Health Services Director's delegated authority to execute the grant agreement on behalf of the County.

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

Implementing (expanding) a peer respite care program in Sonoma County serves to: 1) reduce unnecessary hospitalizations and inpatient days; 2) reduce recidivism and mitigate unnecessary expenditures of local law enforcement; 3) expand the continuum of services with early intervention and treatment options that are wellness, resiliency, and recovery oriented in the least restrictive environment; and 4) leverage public and private funding sources to achieve improved networks of care.

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses		750,000	
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>0</b>	<b>750,000</b>	<b>0</b>
<b>Funding Sources</b>			
General Fund/WA GF		750,000	
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>0</b>	<b>750,000</b>	<b>0</b>

**Narrative Explanation of Fiscal Impacts:**

The Department anticipates including revenue and expenditures associated with the Peer Respite Care Grant Program in the fiscal year 2019-2020 budget.

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
1) Resolution; 2) California Health Facilities Financing Authority Peer Respite Care Grant			
<b>Related Items "On File" with the Clerk of the Board:</b>			
None			



County of Sonoma  
State of California

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Date: February 5, 2019

Item Number: \_\_\_\_\_  
Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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**Resolution of the Board of Supervisors of the County of Sonoma, State of California, 1) Accepting a Peer Respite Care Grant Program Award of \$750,000 from the California Health Facilities Financing Authority for a Peer Respite Care Facility and 2) Authorizing the Department of Health Services Director to Execute the Grant Agreement On Behalf of the County**

**Whereas**, Senate Bill 82, known as the Investment in Mental Health Wellness Act of 2013, provides California counties with an opportunity to expand mental health crisis services that are expected to improve outcomes for the individuals served;

**Whereas**, Senate Bill 75, Statutes of 2015, provides for a portion of Investment in Mental Health Wellness Act funding to be used as capital outlay for peer respite facilities;

**Whereas**, the County and co-applicant Progress Foundation, a private, non-profit community-based organization, have been awarded funding of \$750,000 from the California Health Facilities Financing Authority for use in acquisition and construction/renovation of a peer respite care facility in Sonoma County;

**Whereas**, Progress Foundation plans to acquire a six-bed peer respite care facility in Sonoma County to serve adults ages 18 and older who experience mental or emotional difficulties and to provide services to stabilize their mental health symptoms and develop effective self-reliance skills;

**Whereas**, the planned facility will provide 24/7 peer respite care services in a safe home-like environment for approximately 150 guests per year;

**Whereas**, the peer respite care program should improve the continuum of care by reducing disposition time for visits to emergency rooms, psychiatric inpatient utilization rates, and law enforcement involvement on mental health crisis calls;

**Whereas**, the County will forward all funding received from the California Health Facilities Financing Authority for this project directly to Progress Foundation for purchase and construction/renovation of a peer respite care facility in Sonoma County;

**Whereas**, per Title 4, California Code of Regulations, Section 7125.1(a)(5), the California Health Facilities Financing Authority requires that County lease from Progress Foundation the property acquired by Progress Foundation for use as a peer respite care facility for the useful life of the project, which has been determined to be twenty years; and

**Whereas**, per Title 4, California Code of Regulations, Section 7124(a)(12), the California Health Facilities Financing Authority requires that authority be granted to an officer to act on the County's behalf with respect to the grant.

**Now, Therefore, Be It Resolved** that the Sonoma County Board of Supervisors 1) accepts the Peer Respite Care Grant Program award of \$750,000 from the California Health Facilities Financing Authority for a peer respite care facility and 2) authorizes the Department of Health Services Director to execute the grant agreement on behalf of the County.

**Supervisors:**

Gorin:	Zane:	Gore:	Hopkins:	Rabbitt:
Ayes:	Noes:	Absent:	Abstain:	

**So Ordered.**

**CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY**  
**PEER RESPITE CARE GRANT PROGRAM**  
**GRANT AGREEMENT NUMBER PR SONM-01**

COUNTY OF SONOMA  
3322 CHANATE ROAD  
SANTA ROSA, CA 95404-1795

THIS AGREEMENT (the "Agreement") is made this 26th day of May, 2016, between County of Sonoma ("Grantee") and the California Health Facilities Financing Authority ("CHFFA" or the "Authority").

**RECITALS:**

- A. Grantee has applied to CHFFA for a grant from the Peer Respite Care Grant Program to fund the hereinafter defined Project.
- B. CHFFA has determined that Grantee's Application meets eligibility requirements of the hereinafter defined Regulations.
- C. Subject to the availability of grant monies, CHFFA proposes to grant \$750,000.00 (the "Grant") to Grantee and provide at least some of the Grant funds directly to the Designated Grantee, if any, in lieu of the Grantee in consideration of, and on condition that the Grant be used for the purposes of the Project as described in Exhibit D attached hereto and on the terms and conditions contained herein.
- D. The purpose of this Agreement is to set forth the terms and conditions upon which CHFFA will provide the Grant for the Project.

NOW, THEREFORE, CHFFA and Grantee agree as follows:

**ARTICLE I – DEFINITIONS**

Section 1.1 – ACTUAL EXPENDITURES REPORT FORM means Actual Expenditures Report Form No. CHFFA 7 PR-03 (Rev.01/2016), attached hereto as Exhibit G.

Section 1.2 – DESIGNATED GRANTEE means the nonprofit corporation or public agency designated by the Grantee to receive Grant funds for real property acquisition and construction or renovation on such real property.

Section 1.3 – GRANT DOCUMENTS means this Agreement, Grant Agreement between CHFFA and Designated Grantee, if any, and the Grantee's Application, including all exhibits to such documents.

Section 1.4 – GRANT PERIOD means the period beginning on May 26, 2016 and ending December 31, 2017, as such period may be extended upon the prior written approval of CHFFA, which shall become incorporated into this Agreement.

Section 1.5 – PROJECT means the project to be funded with the Grant as more particularly described in Grantee’s Application and other Grant Documents, although the scope of the Project may be clarified in a report prepared by Authority Staff. The Authority may broaden the definition of the Project at its discretion to ensure the Project can provide the intended services, so long as the broadening of the definition of the Project does not result in additional County funds to complete. Any written approval of CHFFA to expand the Project shall become incorporated into this Agreement.

Section 1.6 – REGULATIONS means the Peer Respite Care Grant Program regulations at sections 7210 through 7229 of title 4 of the California Code of Regulations, as may be amended from time to time.

Section 1.7 – REQUEST FOR DISBURSEMENT FORM means Request for Disbursement Form No. CHFFA 7 PR-02 (Rev.01/2016), attached hereto as Exhibit F.

## **ARTICLE II – REPRESENTATIONS AND WARRANTIES**

Grantee makes the following representations and warranties to CHFFA as of the date of execution of this Agreement and throughout the Grant Period:

Section 2.1 – LEGAL STATUS. Grantee is a county in the State of California and has full legal right, power and authority to enter into this Agreement and the other Grant Documents to which it is a party and to carry out and consummate all transactions contemplated hereby and by the other Grant Documents as evidenced, in part, by the Resolution of Grantee’s Governing Board attached herein as Exhibit C.

Section 2.2 – VALID AND BINDING OBLIGATION. This Agreement has been duly authorized, executed and delivered by Grantee, and is a valid and binding agreement of Grantee.

Section 2.3 – PROJECT AND ELIGIBLE COSTS. The Project and the eligible costs relating to the Project meet the requirements of Section 7215 of Exhibit E, attached hereto.

Section 2.4 – PROPERTY OWNERSHIP. Grantee or Designated Grantee, as applicable, will have obtained good and marketable fee title to the real property upon acquisition or prior to construction or renovation as applicable. If the Project includes construction or renovation located on real property to be leased by Grantee or otherwise not owned in fee title by Grantee, the requirements of Section 7226 of Exhibit E, attached hereto, will be satisfied prior to the initial disbursement of Grant funds for construction or renovation.

Section 2.5 – GRANT DOCUMENTS. Grantee has access to professional advice to the extent necessary to enable Grantee to comply with the terms of the Grant Documents.

## **ARTICLE III - CONDITIONS PRECEDENT TO EACH DISBURSEMENT**

CHFFA’s obligation to make each disbursement of Grant funds during the Grant Period under this Agreement is subject to all of the following conditions:

Section 3.1 – DOCUMENTATION. This Agreement shall be fully executed and delivered by Grantee and CHFFA in form and substance satisfactory to CHFFA.

A Grant Agreement shall be fully executed and delivered by Designated Grantee, if any, and CHFFA in form and substance satisfactory to CHFFA.



Section 3.2 – REPRESENTATIONS AND WARRANTIES. The representations and warranties contained in Article II of this Agreement are true and correct as of the date of such disbursement and as certified by Grantee in the applicable Projected Expenditures Form.

Section 3.3 – NO EVENT OF DEFAULT. There shall exist no Event of Default under this Agreement, and there shall exist no event, omission or failure of condition, which, after notice or lapse of time, would constitute an Event of Default under this Agreement.

Section 3.4 – DISBURSEMENT REQUEST. Grantee shall have delivered to CHFFA a completed Request for Disbursement Form and any other information required by Sections 7225 and 7228 of Exhibit E, attached hereto, satisfactory to the Authority.

Section 3.5 – READINESS AND FEASIBILITY. Grantee has submitted to the Authority sufficient documentation to enable Authority staff to conclude the Project is ready and feasible as more particularly described in Section 7225 of Exhibit E, attached hereto. The Authority Staff shall determine Project readiness and feasibility at the time of Initial Allocation or within nine (9) months following Final Allocation. Limited extensions beyond nine (9) months may be granted as set forth in Section 7225(a)(3)(C) of Exhibit E, attached hereto. Upon request, Grantee shall provide updated information necessary for the Authority to determine Project readiness and feasibility. Failure to demonstrate readiness and feasibility within the timeframes dictated by the Authority may cancel the Grant. In the event Grantee fails to complete the Project by the end of the Grant Period (inclusive of any extensions permitted by the Authority), the Authority may require remedies, including forfeiture and return of the Grant to CHFFA in accordance with Section 7227 of Exhibit E, attached hereto, and as set forth in Article VI below.

#### **ARTICLE IV – GRANT DISBURSEMENT PROCEDURES**

##### **Section 4.1 – DISBURSEMENT PROCESS.**

(a) **Initial Disbursements:** Initial disbursement of Grant funds shall be released upon the Authority's receipt of a completed Request for Disbursement Form and other information required by Section 7225(a)(2) of Exhibit E, attached hereto, satisfactory to the Authority.

(b) **Subsequent Disbursements:** Subsequent disbursements of Grant funds shall be released upon receipt of a completed Request for Disbursement Form, a status report pursuant to Section 7228(a) of Exhibit E, attached hereto, an Actual Expenditures Report Form, and any other information required by Sections 7225 and 7228 of Exhibit E, attached hereto, satisfactory to the Authority.

(c) **Reports and Reconciliations:** CHFFA shall notify Grantee in writing within seven (7) business days of any deficiencies or discrepancies in the information, forms and reports submitted by Grantee, including any reconciliations the Authority deems necessary as may occur due to projected expenditures exceeding actual expenditures for any of the reporting periods. The Authority will not disburse any funds until Grantee addresses to the Authority's satisfaction, any deficiencies or discrepancies in the information, forms and reports submitted by Grantee. CHFFA may deduct the difference between actual expenditures and the disbursed amount from the next disbursement or the Grantee shall submit a refund for the difference.

Section 4.2 – AMOUNT OF DISBURSEMENT. The total amount of the Grant shall not exceed the amount authorized under this Agreement and may only be spent for eligible costs. Grant funds are subject to the availability of funds and may be rescinded or reduced. Grantee shall establish an account to deposit the Grant funds and shall maintain this account for purposes of payments of Project expenditures. A segregated sub-account may be used by Grantee provided the statement allows for the accounting of the receipt and expenditure of Grant funds, and the interest earned from these funds, separately from other funds in the account. Upon request, Grantee shall submit copies of all statements for such account or sub-account to CHFFA. At the end of the Grant Period (inclusive of any extensions permitted by CHFFA), any unused Grant funds, interest and investment earnings on such Grant funds revert to and shall be paid to the Authority.

Section 4.3 – REAL PROPERTY ACQUISITION BY DESIGNATED NONPROFIT CORPORATION OR PUBLIC AGENCY (DESIGNATED GRANTEE, IF ANY).

(a) Grantee affirmatively supports Grantee's designation of and collaboration with a designated nonprofit corporation or public agency in lieu of Grantee directly receiving Grant funds to acquire real property. Grantee may request the Authority to release Grant funds to the Designated Grantee, or to the Grantee for disbursement to the Designated Grantee. The Authority will not release Grant funds until and unless the following are met:

(1) An appraisal completed within the previous six months by a state certified appraiser.

(2) Designated Grantee shall execute a Grant Agreement and agree to comply with the Authority's requirements set forth below and in the Grant Agreement executed by Designated Grantee.

(i) Designated Grantee shall provide the services under the Program(s).

(ii) Designated Grantee shall execute a Grant Agreement with the provisions required in Section 7224 of Exhibit E, attached hereto. The Grant Agreement shall also provide that in the event Designated Grantee fails to provide any of the services under the Program(s), title to the real property shall be given to Grantee. In addition, the Grant Agreement shall also provide that in the event Grantee does not act timely, as determined by the Authority, to take and hold title to the real property, the Authority may take any action necessary to take and hold title to the real property.

(iii) Designated Grantee shall provide, upon request, Audited Financial Statements and shall retain all Project and financial records necessary to substantiate the purposes for which the Grant funds were spent for a period of three years after the certification of Project completion has been submitted.

(iv) Designated Grantee shall provide, upon request, a current title report that shows all of the following:

(A) No easements, exceptions or restrictions on the use of the site that shall interfere with or impair the operation of the Project.

(B) A fee title subject to the lease agreement described below.

(C) A deed of trust shall be recorded in the chain of title against the real property and shall contain the lease agreement described below.

(v) Designated Grantee shall enter into a lease agreement with Grantee for use of the real property for Peer Respite Care for the useful life of the Project, including any renewals. The lease agreement shall provide that in the event Designated Grantee fails to provide Peer Respite Care as provided in the Grant Agreement, title to the real property shall be given to Grantee. In addition, the lease agreement shall also provide that in the event Grantee does not act timely, as determined by the Authority, to take and hold title to the real property, the Authority may take any action necessary to take and hold title to the real property.

(b) Grant funds shall be returned to the Authority if Grantee and/or Designated Grantee fails to comply with the Authority's requirements.

(c) In the event Grantee does not act timely, as determined by the Authority, to take and hold title to the real property, the Authority may take any action necessary to take and hold title to the real property. Grantee will assist in facilitating the transfer of title to the real property, and provide any documents and information requested by the Authority for this purpose.

(d) Grantee acknowledges that as Lead Grantee, Grantee is responsible for the completion of the Project and that Grantee shall ensure that the Designated Grantee complies with the requirements of the Grant (including Regulations and Statute). Failure by Grantee and/or Designated Grantee to comply with the requirements of the Grant (including Regulations and Statute) shall constitute an Event of Default under this Agreement.

Section 4.4 – REAL PROPERTY CONSTRUCTION OR RENOVATION BY DESIGNATED NONPROFIT CORPORATION OR PUBLIC AGENCY (DESIGNATED GRANTEE, IF ANY).

(a) Grantee affirmatively supports Grantee's designation of and collaboration with a designated nonprofit corporation or public agency in lieu of Grantee directly receiving Grant funds for construction or renovation of real property acquired with Grant funds under Section 4.3. Grantee may request the Authority to release Grant funds to the Designated Grantee, or to the Grantee for disbursement to the Designated Grantee. The Authority will not release Grant funds until and unless the following are met:

(1) Grantee or Designated Grantee shall provide:

(i) Detail of building plans, costs, and timelines.

(ii) Executed construction contract.

(iii) Architect, design and engineering contracts, if applicable.

- (iv) Building permits and conditional use permits, if applicable.
- (v) Evidence of compliance with the California Environmental Quality Act.
- (vi) Evidence of compliance with prevailing wage law under Labor Code Section 1720 et seq.
- (vii) Evidence of property ownership, such as title report.

(2) Requirements under Section 4.3(a).

(b) Grant funds shall be returned to the Authority if Grantee and/or Designated Grantee fails to comply with the Authority's requirements.

(c) In the event Grantee does not act timely, as determined by the Authority, to take and hold title to the real property, the Authority may take any action necessary to take and hold title to the real property. Grantee will assist in facilitating the transfer of title to the real property, and provide any documents and information requested by the Authority for this purpose.

(d) Grantee acknowledges that as Lead Grantee, Grantee is responsible for the completion of the Project and that Grantee shall ensure that the Designated Grantee complies with the requirements of the Grant (including Regulations and Statute). Failure by Grantee and/or Designated Grantee to comply with the requirements of the Grant (including Regulations and Statute) shall constitute an Event of Default under this Agreement.

**ARTICLE V – AFFIRMATIVE AND NEGATIVE COVENANTS**

Section 5.1 – CERTIFICATE OF COMPLETION. Within 60 days following completion of the Project, Grantee shall certify to CHFFA that the Project is complete by submitting a Certificate of Completion and Final Report Form No. CHFFA 7 PR-04 (Rev.01/2016), attached hereto as Exhibit H, and any other information required by Section 7228 of Exhibit E, attached hereto, to the satisfaction of CHFFA.

Section 5.2 – COMPLIANCE WITH APPLICABLE LAWS. Grantee shall comply with the requirements of the Peer Respite Care Grant Program, Senate Bill 75 (Stats. 2015, Ch. 18, Sec. 55), the Regulations, and all other applicable laws of the State of California. Grantee agrees that continued compliance with these requirements is Grantee's responsibility.

Section 5.3 – AUDIT AND RECORDKEEPING PROVISIONS. Grantee shall maintain satisfactory financial accounts, documents and other records for the Project and shall retain all documentation necessary to substantiate the purposes for which the Grant funds were spent for a period of three years after the certification of Project completion has been submitted, as required by Section 7229 of Exhibit E, attached hereto. Grantee agrees that the California State Auditor and Authority Staff may conduct periodic audits and inspections to ensure that Grantee is using the Grant consistent with Program requirements and the terms of this Agreement.

Section 5.4 – NOTICE TO CHFFA. Grantee shall promptly give notice in writing to CHFFA of any pending or threatened action related to the Project in which the amount claimed is in excess of twenty-five thousand dollars (\$25,000). Grantee shall promptly give notice in writing to CHFFA of any uninsured or partially uninsured loss related to the Project through fire, theft, liability, or otherwise in excess of an aggregate of twenty-five thousand dollars (\$25,000).

Section. 5.5 – RELEASE. Grantee shall waive all claims and recourse against CHFFA including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Agreement, Grantee's use of the Grant funds, Grantee's operations, or the Project. The provisions of this Section 5.5 shall survive termination of this Agreement.

Section 5.6 – INDEMNIFICATION. Grantee shall defend, indemnify and hold harmless CHFFA and the State, and all officers, trustees, agents and employees of the same, from and against any and all claims, losses, costs, damages, or liabilities of any kind or nature, whether direct or indirect, arising from or relating to the Grant, the Project or the Program. The provisions of this Section 5.6 shall survive termination of this Agreement.

Section 5.7 – NON-DISCRIMINATION CLAUSE. Grantee shall comply with state and federal laws prohibiting discrimination, including those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status and denial of statutorily-required, employment-related leave.

Section 5.8 – PREVAILING WAGE. Grantee shall comply with California's prevailing wage law under Labor Code Section 1720 et seq. for public works projects.

Section 5.9 – PROJECT COMPLETION. Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project.

Section 5.10 – PAYMENT OF RENT. If any portion of the Project (except for equipment acquisition projects) is located on any real property leased by Grantee, Grantee shall budget for payment of rent each year (unless Grantee pays a nominal yearly rent or has paid full rent under the lease agreement).

Section 5.11 – USE OF FUNDS. Grantee will not without prior consent of CHFFA do any of the following: (1) use any Grant funds for purposes other than for the Project unless a change in the use of the Grant is approved in writing by CHFFA; (2) make any changes to the Project as described in the Application or any of the Grant Documents; or (3) dispose of a capital asset before the end of the useful life of the asset, (4) use Grant funds to supplant existing financial or resource commitments, as specified in by Section 7223 of Exhibit E, attached hereto.

## **ARTICLE VI – DEFAULT AND REMEDIES**

Section 6.1 – EVENTS OF DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

(1) Any representation or warranty made by Grantee, hereunder or under any other Grant Document, proves to be incorrect in any material respect;

(2) Grantee's failure to perform any term or condition of this Agreement, the Regulations, or any other Grant Document;

(3) Any construction or renovation portion of the Project is located on real property leased by Grantee and the lease agreement terminates before the end of the useful life of the Project and the real property is not simultaneously re-leased under a new lease agreement that complies with Section 7226 of Exhibit E, attached hereto, or fee title to the property is not simultaneously transferred to Grantee; or

(4) As provided under Section 4.3 or 4.4.

Section 6.2 – NOTICE OF DEFAULT AND OPPORTUNITY TO CURE.

CHFFA shall provide written notice to Grantee of any Event of Default by specifying: (1) the nature of the event or deficiency that gave rise to the Event of Default; (2) the action required to cure the Event of Default, if an action to cure is possible; and (3) a date, which shall not be less than thirty (30) calendar days from the mailing of the notice, by which such action to cure must be taken, if an action to cure is possible, provided, however, so long as Grantee has commenced to cure within such time, then CHFFA may allow the Grantee a reasonable period thereafter within which to fully cure the Event of Default.

Section 6.3 – REMEDIES. If an Event of Default has occurred and is continuing, CHFFA shall have the right to pursue remedies as provided in Section 7227 of Exhibit E, attached hereto, and to take any other actions in law or in equity to enforce performance and observance of any obligation, agreement or covenant of Grantee under this Agreement. CHFFA shall also have the right to take and hold title to the real property as provided in Section 4.3 or 4.4.

**ARTICLE VII – MISCELLANEOUS**

Section 7.1 – ENTIRE AGREEMENT. This Agreement, together with all agreements and documents incorporated by reference herein, constitutes the entire agreement of the parties and may be amended, changed or modified in a writing signed by Grantee and CHFFA.

Section 7.2 – NOTICES. Unless otherwise agreed upon in writing by CHFFA and Grantee, all notices, consents or other communications required or permitted hereunder shall be deemed sufficiently given or served if given in writing, mailed by first-class mail, postage prepaid and addressed as follows:

(i) If to Grantee:

Sonoma County  
Department of Health Services

3322 Chanate Road

Santa Rosa, CA 95404-1795

Attention: Jenny Symons,  
Interim Administrative Services Officer II

(ii) If to the Authority:  
California Health Facilities  
Financing Authority  
915 Capitol Mall, Suite 435  
Sacramento, California 95814  
Attention: Executive Director

Section 7.3 – COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

Section 7.4 – GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with and governed by the laws of the State of California. This Agreement shall be enforceable in the State of California and any action arising hereunder shall (unless waived in writing by the Authority) be filed and maintained in the County of Sacramento.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first hereinabove written. Grantee certifies that the Authorized Officer below is authorized to execute and deliver this Agreement, and the Authorized Officer or his or her designee is authorized to carry out and consummate all transactions contemplated hereby.

GRANTEE:  
COUNTY OF SONOMA

By: \_\_\_\_\_ [Authorized Officer]  
Barbie Robinson, MPP, JD, CHC, Director  
*Print Name/Title:* Department of Health Services  
Date: \_\_\_\_\_

CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY:

By: \_\_\_\_\_  
Executive Director  
Date: \_\_\_\_\_

**Exhibit A**

**GRANT AWARD LETTER**





## CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY

915 Capitol Mall, Suite 590  
Sacramento, CA 95814  
p (916) 653-2799  
f (916) 654-5362  
chffa@treasurer.ca.gov  
www.treasurer.ca.gov/chffa

May 31, 2016

Michael Kennedy, MFT  
Behavioral Health Director  
County of Sonoma  
Department of Health Services  
BH Administrative Annex  
3322 Chanate Road  
Santa Rosa, CA 95404

RE: Peer Respite Care Grant Program  
Final Allocation  
County of Sonoma  
Total Approved Grant Award: \$750,000.00

Dear Mr. Kennedy:

I am pleased to inform you that the California Health Facilities Financing Authority (“the Authority”) approved a final allocation to the County of Sonoma under the Peer Respite Care Grant Program (the “Program”) at its May 26, 2016 meeting. The final allocation is set forth in the attachment to this letter.

Please be advised that funding of this grant is conditioned upon the County of Sonoma meeting certain requirements as specified in the Program regulations, including signing a grant agreement and providing requested documentation acceptable to the Authority prior to disbursement of funds. The Authority reserves the right to modify or cancel the commitment of grant funds upon failure to execute a grant agreement or other failure to comply with the Program regulations. The Authority may also modify or cancel the grant award if the Authority becomes aware of any matter which, if known at the time of Application review and approval, would have resulted in the rejection of the Application or the grant not being approved. The Authority is not liable in any manner whatsoever should such funding not be completed for any reason whatsoever. The grant is subject to availability of funds.

The grant period begins on May 26, 2016 and ends December 31, 2017 unless the grant period is extended by the Authority. The County must be determined “feasible, sustainable, and ready” as per the Program regulations (California Code of Regulations, Title 4, Section 7219 (a)(4)) within nine months after May 26, 2016, which is February 27, 2017. A disbursement request form with accompanying documents as per California Code of Regulations, Title 4, Section 7225 must be received by the Authority a month before your resolution expiration date or you must submit a reasonable justification for an extension to be considered by the Authority board. Eligible costs are described in the Program regulations (California Code of Regulations, Title 4, Section 7215) and are limited to the project as further detailed in the grant agreement and attachment to this letter.

### MEMBERS

JOHN CHIANG, CHAIRMAN  
State Treasurer

BETTY T. YEE  
State Controller

MICHAEL COHEN  
Director of Finance

JUDITH N. FRANK

JAY HANSEN

ANN MADDEN RICE

OSCAR SABLAN, M.D.

JACK BUCKHORN

SUMI SOUSA

EXECUTIVE DIRECTOR  
Diane Stanton

County of Sonoma  
Department of Health Services  
May 31, 2016  
Page 2

Yuanyuan Wei will serve as the grant officer to assist you throughout the grant period. The grant officer will be contacting you to discuss the next steps of the grant disbursement process, including the Authority's request for a resolution from your governing board authorizing the acceptance of the grant and all responsibilities flowing therefrom. If there are material changes to the project, please contact your grant officer immediately. Also, please feel free to contact your grant officer directly with questions or concerns by telephone at (916) 653-3839 or e-mail at [Yuanyuan.Wei@treasurer.ca.gov](mailto:Yuanyuan.Wei@treasurer.ca.gov).

In closing, on behalf of the Authority, I want to congratulate you and wish you success with this project. We look forward to working with you to improve and expand mental health crisis services in California.

Sincerely,

A handwritten signature in blue ink, appearing to read "Diane Stanton".

Diane Stanton  
Executive Director

Attachments

**ATTACHMENT**  
**PROJECT DESCRIPTION**

The proceeds of the grant will be used by the County of Sonoma as follows:

Peer Respite Care Program

The County of Sonoma (the "County") will develop a new 6-bed Peer Respite Care ("PRC") Program. The PRC Program will provide peer support services that will serve adults 18 and older who are experiencing mental or emotional difficulties to stabilize their mental health symptoms and develop effective self-reliance skills in a home-like environment. The PRC Program will operate 24 hours per day, seven days per week and is expected to provide services for approximately 2,190 stays per year while serving about 125-150 guests. Progress Foundation, a private nonprofit corporation, is a co-applicant and is expected to acquire the property and provide the program services. Grant funds will be used for purchase of real property and construction or renovation costs. Grant funds for the acquisition and construction/renovation of real property may be given directly to a designated private nonprofit corporation.

**Summary of Amounts:**

<b>Program</b>	<b>Approved Grant Amount</b>
Peer Respite Care	\$ 750,000.00

**Exhibit B**

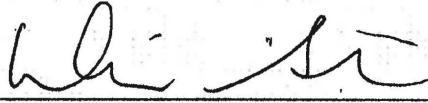
**RESOLUTION**

**CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY**

I hereby certify that the attached is a true and exact copy of Resolution No. PR 2016-03 adopted by the California Health Facilities Financing Authority on May 26, 2016 for County of Sonoma [Peer Respite Care Grant Program-1<sup>st</sup> Round Funding].

CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY

BY



Diane Stanton  
Executive Director

Date: May 26, 2016

**RESOLUTION NO. PR 2016-03**

**A RESOLUTION OF THE CALIFORNIA HEALTH  
FACILITIES FINANCING AUTHORITY APPROVING  
EXECUTION AND DELIVERY OF GRANT FUNDING UNDER  
THE PEER RESPITE CARE GRANT PROGRAM  
TO THE COUNTY OF SONOMA**

WHEREAS, The California Health Facilities Financing Authority (the "Authority"), a public instrumentality of the State of California, is authorized by SB 75 (Stats. 2015, Ch. 18, Sec. 55) and implementing regulations (California Code of Regulations Title 4, Division 10, Chapter 6 (commencing with Section 7210)) to award grants for capital funding to finance eligible projects for peer respite care; and

WHEREAS, Authority staff reviewed the application submitted by County of Sonoma ("Grantee") against the eligibility requirements of the Peer Respite Care Grant Program and recommends approval of a grant in an amount not to exceed \$750,000.00 for the eligible project (the "Project");

NOW, THEREFORE, BE IT RESOLVED by the California Health Facilities Financing Authority as follows:

Section 1. The Authority hereby approves a grant in a total amount not to exceed \$750,000.00 to complete the Project as described in the Grantee's application and as more particularly described in Exhibit A to this Resolution (Exhibit A is hereby incorporated by reference) within a project period that ends on December 31, 2017.

Section 2. The Executive Director is hereby authorized, for and on behalf of the Authority, to approve any minor, non-material changes in the Project described in the application submitted to the Authority and extend the project period completion date identified in Section 1 as authorized under the Peer Respite Care Grant Program. Nothing in this Resolution shall be construed to require the Authority to provide any additional funding, even if more grants are approved than there is available funding. Any notice to the Grantee shall indicate that the Authority shall not be liable to the Grantee in any manner whatsoever should such funding not be completed for any reason whatsoever.

Section 3. The Executive Director is hereby authorized and directed, for and on behalf of the Authority, to disburse funds not to exceed those amounts approved by the Authority for the Grantee. The Executive Director is further authorized and directed, for and on behalf of the Authority, to execute and deliver to the Grantee any and all documents necessary to complete the disbursement of funds that are consistent with the Peer Respite Care Grant Program.

Section 4. The Executive Director of the Authority is hereby authorized and directed to do any and all things and to execute and deliver any and all documents which the Executive Director deems necessary or advisable in order to effectuate the purposes of this Resolution and the transactions contemplated hereby.

Section 5. This Resolution expires December 31, 2017.

Date Approved: May 26, 2016

**EXHIBIT A**

**PROJECT DESCRIPTION**

The proceeds of the grant will be used by the County of Sonoma as follows:

Peer Respite Care Program

The County of Sonoma (the "County") will develop a new 6-bed Peer Respite Care ("PRC") Program. The PRC Program will provide peer support services that will serve adults 18 and older who are experiencing mental or emotional difficulties to stabilize their mental health symptoms and develop effective self-reliance skills in a home-like environment. The PRC Program will operate 24 hours per day, seven days per week and is expected to provide services for approximately 2,190 stays per year while serving about 125-150 guests. Progress Foundation, a private nonprofit corporation, is a co-applicant and is expected to acquire the property and provide the program services. Grant funds will be used for purchase of real property and construction or renovation costs. Grant funds for the acquisition and construction/renovation of real property may be given directly to a designated private nonprofit corporation.

**Summary of Amounts:**

<b>Program</b>	<b>Approved Grant Amount</b>
Peer Respite Care	\$ 750,000.00



**Exhibit C**

**RESOLUTION OF GRANTEE'S GOVERNING BOARD**

**Tab 4**

**Exhibit C  
Resolution of Grantee's Governing Board**

Please replace this page with the approved / adopted Resolution of Grantee's Governing Board

**Grantee to insert  
Approved Resolution**

## Exhibit D

### PROJECT DESCRIPTION

The Project Description, as described in Exhibit A to the Authority's May 26, 2016 Resolution No. PR 2016-03 is as follows:

The proceeds of the grant will be used by the County of Sonoma as follows:

#### Peer Respite Care Program

The County of Sonoma (the "County") will develop a new 6-bed Peer Respite Care ("PRC") Program. The PRC Program will provide peer support services that will serve adults 18 and older who are experiencing mental or emotional difficulties to stabilize their mental health symptoms and develop effective self-reliance skills in a home-like environment. The PRC Program will operate 24 hours per day, seven days per week and is expected to provide services for approximately 2,190 stays per year while serving about 125-150 guests. Progress Foundation, a private nonprofit corporation, is a co-applicant and is expected to acquire the property and provide the program services. Grant funds will be used for purchase of real property and construction or renovation costs. Grant funds for the acquisition and construction/renovation of real property may be given directly to a designated private nonprofit corporation.

#### Summary of Amounts:

Program	Approved Grant Amount
Peer Respite Care	\$ 750,000.00

## Exhibit E

### ADDITIONAL PROVISIONS

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**Peer Respite Care Grant Program  
Additional Provisions**

**Section 7213. Definitions.**

The following definitions shall apply wherever the terms are used throughout this subchapter.

- (a) "Applicant" means an entity that meets the eligibility requirements for submission of an Application and submits an Application.
- (b) "Application" means the written request for a Grant under the Peer Respite Care Grant Program in the form and format of the Peer Respite Care Grant Program Application Form No. CHFFA 7 PR-01 (01/2016), including all supporting information and documents.
- (c) "Audited Financial Statements" means an examination and report of an independent accounting firm on the financial activities of a public agency or private nonprofit corporation.
- (d) "Authority" means the California Health Facilities Financing Authority.
- (e) "Authority Staff" means employees of the Authority.
- (f) "Capital Funding" means the Grants the Authority may award up to a total of \$3,000,000 for all Projects.
- (g) "Counties Applying Jointly" means counties that submit an Application together for a Project to deliver crisis services.
- (h) "Executive Director" means the executive director of the Authority.
- (i) "Final Allocation" means the Grant amount approved by the Authority.
- (j) "Funding Round" means the time period during which Applications may be submitted for consideration of funding by the Authority.
- (k) "Going Concern Qualification" means an opinion of an independent accounting firm auditor that there is substantial doubt regarding the entity's ability to continue into the future, generally defined as the following year.
- (l) "Grant" means an award of funds to an Applicant.
- (m) "Grant Agreement" means a written agreement between the Authority and a Grantee that consists of the terms and conditions of the Grant.

- (n) "Grant Award Letter" means the official notification that a Grant has been approved by the Authority.
- (o) "Grant Period" means the time period from the date of Final Allocation to the date set by the Authority for the Grant to end.
- (p) "Grantee" means a county, private nonprofit corporation or public agency that has been awarded or designated to receive Grant funds.
- (q) "Initial Allocation" means the Grant amount the Authority Staff recommends the Authority approve for Final Allocation.
- (r) "Lead Grantee" means the county or joint powers authority with a county as a member designated on the Application to have the primary responsibility for the fiscal management of Grant funds, records retention, reporting and all of the other aspects of compliance with this subchapter and the Grant Agreement.
- (s) "Peer Respite Care Program" means a voluntary, non-medical short-term alternative for individuals in self-defined emotional distress or in a mental health crisis, who want and need peer support.
- (t) "Program" means the Peer Respite Care Program.
- (u) "Project" means startup or expansion of Program(s) and acquisition, construction, renovation or financing of capital assets.
- (v) "Related Supports" means local service providers who interact with individuals before, during and after a mental health crisis, including health care providers (such as hospitals, clinics, and substance abuse providers), law enforcement, mental health providers and peer support services, social services, triage personnel, housing providers, and other supports within the continuum of care.
- (w) "Target Population(s)" means the specific group(s) of people identified as the intended beneficiaries of the Program(s) to be funded by a Grant, including individuals eligible for Medi-Cal and individuals eligible for county health and mental health services.

**Section 7215. Eligible Project Costs.**

- (a) Eligible costs for Capital Funding are:
  - (1) Purchase of real property.
  - (2) Construction or renovation, including costs of Project planning or Project management, appraisals, inspections, and pre-construction costs such as permit fees, surveying, architectural, and engineering fees.
  - (3) Furnishings or equipment.

(4) Information technology hardware and software, not to exceed 1% of total Project costs except when approved by the Authority and only upon submission of justification that the additional information technology costs are necessary for the Project to achieve the desired goals and outcomes set forth in Section 7219.

(b) Grant funds shall be used only for reasonable costs directly related to and essential for the completion of the Project.

(c) Eligible costs include only those incurred during the Grant Period.

**Section 7219. Evaluation Criteria.**

(a) Applications shall be scored on the following criteria:

**(1) Project expands access to and capacity for community based mental health crisis services that offer relevant alternatives to hospitalization and incarceration.**

(A) Project proposes new or expanded Peer Respite Care Programs to be funded by the Grant, describes the services within the Programs, and clearly identifies the Target Population(s) to be served.

(B) Project meets the community need existing within the current continuum, seeks to address who does and does not receive services now, and is designed to address the weaknesses of the current system and build on its strengths.

(C) Project increases capacity for community based mental health crisis services. The Application shall identify the number of Peer Respite beds that will be added and how the number added impacts the Target Population(s) and translates into a number of additional individuals that can be served in the community.

(D) Project expands and improves timely access to community based mental health crisis services. The Application shall address how access is expanded and improved for the community. Examples include extending hours of existing services; adding locations where services can be accessed by consumers and their family members; undertaking efforts to timely connect consumers to crisis services from other venues like hospitals; engaging in new outreach to families and consumers so they know new or expanded services are available; and addressing cultural, language, and other barriers unique to the community.

(E) Project is qualitatively different than crisis services delivered in an institutional setting (such as a hospital emergency room, an in-patient hospital setting or a law enforcement vehicle) and clearly describes the proposed staffing, the community setting in which the Programs will be offered and the building in which services will be provided.

(F) Project leverages public and private funding sources to complete the Project.

**(2) Application demonstrates a clear plan for a continuum of care before, during, and after crisis mental health intervention or treatment and for collaboration and integration with other health systems, social services, and law enforcement.**

(A) Project fits in with the continuum of care as it presently exists in the community. The Application identifies the shortcomings that exist within the continuum and how the Project will improve the existing continuum of care for individuals utilizing mental health crisis services

(B) Application identifies working relationships with Related Supports that already exist and which will be established to enhance and expand community-based collaboration designed to maximize and expedite access to crisis services for the purpose of avoiding unnecessary hospitalization and incarceration and improving wellness for individuals with mental health disorders and their families

**(3) Identifies Key Outcomes and a Plan for Measuring Them**

(A) Application includes methodology, timeline and assignment of responsibility to measure and demonstrate outcomes of the Project, including the following:

(i) Reduced average disposition time for visits to emergency rooms of local hospitals.

(ii) Reduced hospital emergency room and psychiatric inpatient utilization.

(iii) Reduced law enforcement involvement on mental health crisis calls, contacts, custodies and/or transports for assessment.

(iv) Improvements in participation rates by consumers in outpatient mental health services, and case management services, and more placements by outreach workers.

(v) Consumers' and/or their family members' (when appropriate) satisfaction with the crisis services the consumer received.

(vi) Number of Peer Respite beds added.

(vii) Whether the Target Population is being served and other individuals who may be being served.



(viii) The value of the Program(s), such as mitigation of costs to the county, law enforcement, or hospitals. An example of such value is: The utilization of Peer Respite Care Program costs “X” dollars and utilization of inpatient hospitalization would have cost “X” dollars, therefore value approximates “X” dollars.

(ix) The percent of individuals who receive a crisis service who, within 15 days, and within 30 days, return for crisis services at a hospital emergency department, psychiatric hospital or jail.

**(4) Project is feasible, sustainable, and ready or will be feasible, sustainable and ready within nine months of the Final Allocation.**

(A) Project timeline is clear and includes details of the following:

(i) Key milestones in the future and completed to date, including projected or actual Project start date (such as date of purchase, renovation or lease) and end date (such as date of occupancy).

(ii) A description of the status of use permits, licensure and/or other approval processes.

(iii) Staffing status.

(iv) Projected date services will begin to be provided to consumers.

(v) A narrative description of processes that may affect the timeline to start providing services, such as site identification and acquisition, contracting, local use permit process, California Environmental Quality Act process, licensure and certification if applicable.

(vi) A narrative description identifying potential challenges and how those challenges will be mitigated.

(B) Project has sufficient funding sources or has a plan for getting them, and proposed uses of funding are acceptable and the following are included:

(i) The amount of funding from funding sources, other than the Grant, including the amount of funding and the current status of the funding.

(ii) A description of how the Grant funds, as well as other grants, loans, or internal funds, will be used to ensure Grant funds will not be used for ineligible costs as described in Section 7215.

(C) Lead Grantee is creditworthy and has satisfactory financial capacity as indicated in its most recent local government credit rating or three most recent years of Audited Financial Statements which may not contain a Going Concern Qualification.

(D) Application includes a budget that details annual projected operating costs and a description of new Program funding sources with amounts and cash flow projections and/or how existing funding will be redirected to provide on-going support for new and expanded services, including documentation such as funding letters, minutes from the Board of Supervisors meeting evidencing approval of the budget, or other documentation acceptable to the Authority.

(E) Project includes details on the proposed organizational and operational structure of the Peer Respite Care Program, whether provided by the Applicant directly or by a potential service provider. (This may include, but is not limited to, staffing criteria for designated supervisors and other personnel; staff recruitment, retaining and training; client intake, screening and discharge procedures; staff role in daily operations; relevant risk management policies; and additional support services available as part of the program, etc.)

**Section 7223. Use of the Grant.**

- (a) Grant funds shall only be used for the purposes described in the Grant Agreement.
- (b) Grant funds may supplement but not supplant existing financial or resource commitments.
- (c) Grantee may request a change in the use of Grant funds or request an extension of the Grant Period by submitting a written request to the Authority that documents the reason(s) the change is needed and demonstrates it is consistent with the Peer Respite Care Grant Program and this subchapter.
- (d) Grantee shall not make changes to the uses of Grant funds until receipt of written approval from the Authority.
- (e) Grantee shall not dispose of any capital asset acquired by Grant funds before the end of the useful life of the asset.

**Section 7224. Grant Agreement.**

- (a) The terms and conditions of a Grant shall be set forth in a Grant Agreement which shall include, at a minimum, all of the following:
  - (1) The Grant amount.
  - (2) A description of the Project.
  - (3) Release of Grant Funds procedures in accordance with Section 7225, as applicable.
  - (4) Agreement that the Grantee shall comply with the Peer Respite Care Grant Program and this subchapter, including, but not limited to, Section 7223.

(5) The Grantee shall defend, indemnify and hold harmless the Authority and the State of California, and all officers, trustees, agents and employees of the same, from and against any and all claims, losses, costs, damages or liabilities of any kind or nature, whether direct or indirect, arising from or relating to the Grant or Project.

(6) The Grantee shall comply with state and federal laws prohibiting discrimination, including those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status and denial of statutorily-required, employment-related leave.

(7) Grantee shall comply with California's prevailing wage law under Labor Code Section 1720 et seq. for public works projects.

(8) Grantee shall cooperate in inspections and audits.

(9) Notification that subject to the availability of funds, the Grant may be rescinded or reduced.

(10) Provisions relating to lease agreements, if applicable, pursuant to Section 7226.

(11) Resolution of the Authority authorizing the Grant.

(12) Resolution of the Grantee's governing board accepting the Grant and delegating authority to an officer to act on its behalf.

(13) Provision regarding default and its remedies, including forfeiture and return of the Grant funds to the Authority.

(14) Provision requiring Grantee to provide updated information upon request from Authority Staff to determine the Project's readiness and feasibility.

(15) Other terms and conditions that may be required by the Authority related to the Grant or Project.

**Section 7225. Release of Grant Funds.**

(a) Grant funds shall not be released until the following requirements have been met:

(1) A Grant Agreement has been executed by the Authority and Grantee.

(2) The Grantee has submitted to the Authority the following documentation, if available. If not available, Grantee has submitted a detailed statement concerning the status of obtaining any or all of this documentation to enable Authority Staff to determine readiness and feasibility.

(A) For construction or renovation.

- (i) Detail of building plans, costs, and timelines.
- (ii) Executed construction contract.
- (iii) Architect, design and engineering contracts, if applicable.
- (iv) Building permits and conditional use permits, if applicable.
- (v) Evidence of compliance with the California Environmental Quality Act.
- (vi) Evidence of compliance with prevailing wage law under Labor Code

Section 1720 et. seq.

(vii) Evidence of property ownership, such as a grant deed or lease agreement and title report as required under Section 7226.

(vii) In addition to subdivisions (a)(2)(A)(i-vii), prior to the release of Grant funds to a private nonprofit corporation or public agency designated by a county or Counties Applying Jointly for construction or renovation on real property acquired with Grant funds by the designated private nonprofit corporation or public agency, the designated private nonprofit corporation or public agency shall execute a Grant Agreement and agree to comply with Section 7225.1. The Lead Grantee may request the Authority to release the Grant funds to the designated private nonprofit corporation or public agency or to the Lead Grantee for disbursement to the designated private nonprofit corporation or public agency. The designated private nonprofit corporation or public agency shall return the Grant funds to the Authority if the designated private nonprofit corporation or public agency fails to comply with Section 7225.1.

(B) For real property acquisitions:

(i) An appraisal completed within the previous six months by a state certified appraiser.

(ii) In addition to subdivision (a)(2)(B)(i), prior to the release of Grant funds to a private nonprofit corporation or public agency designated by a county or Counties Applying Jointly to acquire real property, the designated private nonprofit corporation or public agency shall execute a Grant Agreement and agree to comply with Section 7225.1. The Lead Grantee may request the Authority to release the Grant funds to the designated private nonprofit corporation or public agency, or to the Lead Grantee for disbursement to the designated private nonprofit corporation or public agency. The designated private nonprofit corporation or public agency shall return the Grant funds to the Authority if the designated private nonprofit corporation or public agency fails to comply with Section 7225.1.

(C) For acquisition of furniture and equipment: A list of items to be purchased and a copy of related purchase orders.

(D) For other eligible costs: Contracts and/or purchase orders.

(3) The Authority Staff has determined the Project is ready and feasible.

(A) The determination that the Project is ready and feasible may occur at the time of Initial Allocation or within nine months following Final Allocation.

(B) If the determination is made after Final Allocation, the determination shall be based on updated information provided to the Authority by Grantee in accordance with Section 7224(a)(14).

(C) Limited extensions beyond nine months as set forth in subdivision (3)(A) shall be made on a case-by-case basis at the discretion of the Executive Director for good cause, such as reasonable delays associated with obtaining building and conditional use permits, obtaining California Environmental Quality Act compliance documentation, or identifying a qualified provider.

(D) Failure to demonstrate readiness and feasibility within the timeframes dictated by the Authority shall cancel the Grant and the Grant funds shall be made available to other Applicants.

(4) The Grantee has submitted to the Authority a completed Request for Disbursement Form No. CHFFA 7 PR-02 (01/2016). Except for the initial submission of the Request for Disbursement Form No. CHFFA 7 PR-02 (01/2016), a status report and Actual Expenditures Report Form No. CHFFA 7 PR-03, (01/2016) as required by Section 7228, subdivisions (a)(1) and (a)(2) shall accompany all Requests for Disbursement Form No. CHFFA 7 PR-02 (01/2016).

**Section 7225.1. Grant Funds to a Designated Private Nonprofit Corporation or Public Agency for Real Property Acquisition, Construction or Renovation.**

(a) The Authority may, at its discretion, give consideration to a private nonprofit corporation or public agency in an area or region of the state if a county, or Counties Applying Jointly, affirmatively supports this designation and collaboration in lieu of a county directly receiving Grant funds for real property acquisition or for construction or renovation on real property acquired with Grant funds by the designated private nonprofit corporation or public agency. The designated private nonprofit corporation or public agency shall comply with all of the following requirements:

(1) The designated private nonprofit corporation or public agency shall provide the Program(s) services.

(2) The designated private nonprofit corporation or public agency shall execute a Grant Agreement that:

(A) Complies with the provisions contained in Section 7224.

(B) Provides that in the event the designated private nonprofit corporation or public agency fails to provide Peer Respite Care services as provided in the Grant Agreement, title to the real property shall be given to the county or Counties Applying Jointly.

(i) In the event the county or Counties Applying Jointly do not take and hold title to the real property when the designated private nonprofit corporation or public agency fails to provide Peer Respite Care services as provided in the Grant Agreement, the Authority may take any action necessary to take and hold title to the real property.

(3) The designated private nonprofit corporation shall provide, upon request, Audited Financial Statements and shall retain all Project and financial records necessary to substantiate the purposes for which the Grant funds were spent for a period of three years after the certification of Project completion has been submitted.

(4) The designated private nonprofit corporation or public agency shall provide, upon request, a current title report that shows all of the following:

(A) No easements, exceptions or restrictions on the use of the site that shall interfere with or impair the operation of the Project.

(B) A fee title subject to the lease agreement described in subdivision (a)(5).

(C) A deed of trust recorded in the chain of title against the real property that contains the lease agreement described in subdivision (a)(5).

(5) The designated private nonprofit corporation or public agency shall enter into a lease agreement with the county or Counties Applying Jointly for use of the real property for Peer Respite Care for the useful life of the Project, including any renewals. The lease agreement shall provide that:

(A) In the event the designated private nonprofit corporation or public agency fails to provide Peer Respite Care services as provided in the Grant Agreement, title to the real property shall be given to the county or Counties Applying Jointly.

(B) In the event the county or Counties Applying Jointly do not take and hold title to the real property when the designated private nonprofit corporation or public agency fails to provide Peer Respite Care as provided in the Grant Agreement, the Authority may take any action necessary to take and hold title to the real property.

**Section 7226. Requirements for Construction Projects on Leased Property**

(a) A Grantee may use Grant funds for construction or renovation on property that is leased to the Grantee. The following requirements shall be satisfied prior to release of Grant funds:

(1) The lease agreement shall provide the Grantee, as lessee, full access to the site to carry out the Project.

(2) The term of the lease agreement shall be at least as long as the useful life of the Project.

(3) The lease agreement shall provide that any existing or subsequent encumbrance on the property (e.g. deed of trust) or sale of the property shall be subject to the lease agreement.

(4) The lease agreement shall provide that the only remedy for any default by Grantee, including failure to pay rent, is suit for rent or specific performance to remedy specific breach. The landlord's remedies for any default by Grantee may not include cancellation of lease agreement, retaking of property or eviction of Grantee.

(5) A current title report on the site, brought up to date as of the effective date of the lease agreement shall be provided to the Authority. The title report shall show all of the following:

(A) No delinquent taxes or assessments or, if there are delinquent taxes or assessments, these are being contested in good faith.

(B) No easements, exceptions or restrictions on the use of the site that shall interfere with or impair the operation of the Project.

(C) A restrictive covenant recorded in the chain of title that the property shall be used only for Peer Respite Care during the useful life of the leasehold improvements funded by the Grant.

(D) Fee title is subject to the lease agreement and recorded in the chain of title.

(b) If the lease agreement terminates prior to the end of the useful life of the Project and the property that was subject to the lease agreement is not simultaneously released under a new lease agreement that complies with the requirements of this Section or fee title to the property that was subject to the lease agreement is not simultaneously transferred to the Grantee, the Authority is entitled to recover the Grant funds.

(c) When a Project on leased property includes improvements to any common areas that are shared with other tenants or areas that are not leased by the Grantee, the Grant funds shall be limited only to the proportionate costs of the Project which exclude the costs related to such areas.

**Section 7227. Recovery of Funds for Non-Performance and Unused Grant Funds; Remedies.**

(a) If the Authority determines that Grant funds were not used consistent with the Peer Respite Care Grant Program, this subchapter or the Grant Agreement, the Authority may require remedies, including the forfeiture and return of the Grant funds to the Authority.

(b) If the Grantee fails to timely begin or complete the Project, the Authority may require remedies including forfeiture and return of the Grant funds to the Authority.

(c) Unused funds and any unused investment earnings on such Grant funds shall be returned by the Grantee to the Authority no later than the date of the certification of Project completion.

(d) In the event the county or Counties Applying Jointly do not take and hold title to the real property as provided in Section 7225.1, the Authority may take any action necessary to take and hold title to the real property.

**Section 7228. Reporting Requirements.**

(a) The Grantee shall submit a status report and a completed Actual Expenditures Report Form No. CHFFA 7 PR-03 (01/2016) within 45 days following the completion of the periods ending on June 30 and December 31 of each year during the Grant Period, pursuant to Section 7225, subdivision (a)(4), and upon the Authority's request.

(1) Status reports to the Authority shall include:

(A) A description of activities performed for the Project and activities related to Project operations, including population served, if applicable, since the date of the preceding status report or initial Request for Disbursement Form No. CHFFA 7 PR-02 (01/2016), as applicable.

(B) A summary of incurred costs and expenditures related to the Project consistent with cost information submitted in the Application and an explanation of any variances from the Application.

(C) A summary of data or preliminary evaluation results, available to date, related to all outcomes described in Section 7219, subdivision (a)(3) and a description of any challenges in obtaining relevant data.

(D) A summary of other funding sources utilized for the Project.

(E) A description of remaining work to be completed for the Project and an estimated timeline or schedule for the completion of that work.

(F) A description of whether the Project is within the proposed budget and, if not, the reasons for any differences and the actions that will be taken to ensure that the Project has sufficient funding for completion.



(2) The Actual Expenditures Report Form No. CHFFA 7 PR-03 (01/2016) shall be accompanied by evidence of payment and documentation acceptable to the Authority sufficient to establish eligibility of costs incurred and expenditure of Grant funds such as executed purchase and sale agreement, proof of title, cancelled checks, proof of wire transfers, receipts and time sheets.

(b) Grantee shall submit a completed Certificate of Completion and Final Report Form No. CHFFA 7 PR-04 (01/2016) and the following documentation, as applicable, within 60 days of Project completion:

(1) For all Projects:

(A) License and certification of Program(s) if applicable.

(B) Summary of sources and uses of funds that show that the Grant and any investment earnings on Grant funds did not exceed the cost of the Project.

(C) Project's outcomes described in Section 7219 subdivision (a)(3) and key milestones and accomplishments .

(2) For Projects that include real property acquisition: Final closing statement with certification by the title company.

(3) For Projects that include building construction or renovation: Certificate of occupancy.

(c) After submission of the Certificate of Completion and Final Report, Grantees shall submit annual reports to the Authority through June 30, 2018 to report on Project key milestones, accomplishments, and outcomes, including a discussion of the populations being served. This report shall be certified by an authorized officer of the Grantee. Authority Staff may request annual reports after June 30, 2018 to continue tracking accomplishments, outcomes and populations served.

**Section 7229. Records Retention, Inspections and Audits.**

(a) Grantees shall retain all Project and financial records necessary to substantiate the purposes for which the Grant funds were spent for a period of three years after the certification of Project completion has been submitted.

(b) Co-Applicants that are a private nonprofit corporation shall provide, upon request, Audited Financial Statements to Authority Staff.

(c) Authority may perform site visits to inspect the Project during the Grant Period and may inspect and/or audit Project records during the Grant Period and for three years after the certification of Project completion has been submitted.

Approved Changes  
-Authority

**CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY (“Authority”)**

**Investment in Mental Health Wellness Grant Program (“IMHWGP”)**

**And Peer Respite Care Grant Program (“PRCGP”)**

**Amendment to Resolution Numbers**

**MH 2016-05 (Merced County), MH 2016-06 (Napa County),  
MH 2016-11 (San Mateo County), MH 2016-13 (Santa Cruz),  
and PR 2016-03 (Sonoma County)**

**December 7, 2017**

**PURPOSE OF THE REQUEST:**

Counties of Merced, Napa, San Mateo, Santa Cruz and Sonoma are requesting the Authority approve amendments to Resolution Numbers MH 2016-05, MH 2016-06, MH 2016-11, and MH 2016-13 respectively, each approved in the fifth funding round, and PR 2013-03 approved in the Peer Respite Care funding round, to extend the resolution and grant period expiration dates.

**Merced County – 5th Funding Round (MH 2016-05)**

On May 26, 2016, the Authority awarded \$1,089,000.00 to the County of Merced (“Merced”) to develop a new 4-bed Crisis Stabilization Unit Program (“CSU”) for youth and a 4-bed CSU program for adults. Merced currently has a 4-bed CSU program for adults. The CSU renovation is contingent upon the completion of the new Behavioral Health Resource Complex (“BHRS”) that will house the 16-bed Crisis Residential Treatment center (“CRT”) from the first and second funding rounds of the Investment in Mental Health Wellness Grant Program (“IMHWGP”). Due to substantial construction delays of the BHRS, the start date of the renovation has been delayed.

The existing 4-bed CSU is located in a county owned building, Marie Green Center (“MGC”) that is in close proximity to the BHRS. MGC currently houses four programs: the 4-bed adult CSU, the Behavioral Wellness Center (“WC”), Projects for Assistance in Transition from Homelessness (“PATH”), and the Psychiatric Health Facility (“PHF”). Once construction of the BHRS is complete, the WC and PATH will move to the new BHRS and the youth CSU will be stationed in the MGC. To ensure consumer safety compliance and for privacy reasons, Merced was required to reconfigure the original design of the CSU to conform to the different standards for youth and adults. The alteration to the original design concept resulted in further postponement of construction. The expansion of the adult CSU and the construction of the youth CSU are expected to be done simultaneously; therefore, the adult CSU will remain open and move into a new temporary location to be determined by Merced during construction.

The service provider for the adult CSU will remain, but with increased staffing. However, a service provider for the youth 4-bed CSU will be selected through the request for proposal process during the construction phase of the project.

## **RECOMMENDATION:**

Staff recommends the Authority approve an Amendment to Resolution Number MH 2016-05 to extend the grant period and resolution expiration date to June 30, 2021, subject to the following additional conditions:

1. Merced must provide evidence acceptable to Authority staff demonstrating (a) start of construction of the CSU by November 30, 2018, and (b) the CSU shall be operational by May 31, 2021.
2. Funds shall not be disbursed if Merced is unable to provide evidence acceptable to Authority staff that the Project is on track to be operational on or before May 31, 2021.
3. Merced must submit all grant disbursement requests, including required supporting documentation, to the Authority no later than May 31, 2021.

### **Napa County – 5th Funding Round (MH 2016-06)**

On May 26, 2016, the Authority approved a grant for the County of Napa (“Napa”) not to exceed \$2,152,701.00 for four new beds by expanding its current 8-bed Crisis Residential Treatment (“CRT”) program to a total of 12 beds. The expanded CRT program will move to a new building and allow Napa to accommodate an expected increase in demand from the CSU awarded in the 4<sup>th</sup> round of the IMHWGP.

Napa is exploring two options for its CRT program. The first option would be to purchase and renovate property currently owned by Napa’s designated non-profit service provider, Progress Foundation. The second option would be to purchase and renovate an existing building that is not owned by Progress Foundation, but which Progress Foundation would then operate.

Napa is currently in discussions with Progress Foundation to renovate a CRT facility owned by Progress Foundation. Napa would subsequently purchase the renovated facility to ensure that the property will continue to be dedicated to serve as a CRT facility. In the event Napa is not able to negotiate a deal with Progress Foundation, Napa has also been working with a local commercial realtor to explore other potential sites for the CRT facility.

Further, the recent wildfires in Napa County has also caused a decline in the surging housing market. The devastation of property has made it more challenging to find available property in Napa County.

## **RECOMMENDATION:**

Staff recommends the Authority approve an Amendment to Resolution Number MH 2016-06 to extend the grant period and resolution expiration date to December 31, 2020, subject to the following additional conditions:

1. Napa must provide evidence acceptable to Authority staff demonstrating that Napa and/or its designated nonprofit service provider has ownership of the property intended to be used for the CRT program by June 30, 2019.

2. Napa must provide evidence acceptable to Authority staff demonstrating (a) start of construction or renovation by December 31, 2019, and (b) the CRT program shall be operational by June 30, 2020.
3. Funds shall not be disbursed if Napa is unable to provide evidence acceptable to Authority staff that the CRT program is on track to be operational on or before June 30, 2020.
4. Napa must submit all grant disbursement requests for the CRT program, including required supporting documentation, to the Authority no later than November 30, 2020.

### **San Mateo County – 5th Funding Round (MH 2016-11)**

On May 26, 2016, the Authority approved a grant for the County of San Mateo (“San Mateo”) in an amount not to exceed \$966,642 for a 13-bed Crisis Residential Treatment (“CRT”) program, Serenity House. Renovations on the county-owned facility started on February 3, 2017, and to date, more than half of the renovation have been completed.

During the process of renovation, delays occurred due to a multitude of unforeseen construction issues. Materials in the building were found to be in poor condition and needed to be replaced, building frames and doorways were of unconventional construction conditions, asbestos contamination was found in the ceilings, and dry rot was discovered in the sub-floors. Also, after further inspection, San Mateo was required to make unanticipated but necessary seismic upgrades. San Mateo has selected Health RIGHT 360 as the service provider and is now in the process of hiring staff and obtaining the necessary licensing and certification requirements.

San Mateo requests a one year extension to the resolution expiration date and project period end date to ensure San Mateo will be able to complete its project and request disbursement of all grant funds.

### **RECOMMENDATION:**

Staff recommends the Authority approve an Amendment to Resolution Number MH 2016-11 to extend the grant period and resolution expiration date to December 31, 2018 subject to the following additional conditions:

1. San Mateo must provide evidence acceptable to Authority staff demonstrating (a) completion of construction on the CRT by July 31, 2018, and (b) the CRT shall be operational by October 31, 2018.
2. Funds shall not be disbursed if San Mateo is unable to provide evidence acceptable to Authority staff that the CRT is on track to be operational on or before October 31, 2018.
3. San Mateo must submit all grant disbursement requests, including required supporting documentation, to the Authority no later than November 30, 2018.

### **Santa Cruz County – 5th Funding Round (MH 2016-13)**

On May 26, 2016, the Authority approved a grant for the County of Santa Cruz (“Santa Cruz”) not to exceed \$247,092.00 to expand capacity of its existing CSU and Mobile Crisis Support Team (“MCST”). Grant funds were used for renovation costs to expand the Santa Cruz’s Behavioral Health Center CSU from one to four beds. Grant funds were also used to purchase five new vehicles and laptops for the MCSTs. Santa Cruz has completed both projects and has begun to provide services. Santa Cruz needs additional time to comply with IMHWGP requirements, such as submission of necessary documentation to receive disbursement of grant funds.

#### **RECOMMENDATION:**

Staff recommends the Authority approve an Amendment to Resolution Number MH 2016-13 to extend the grant period and resolution expiration date to April 30, 2018 subject to the following additional conditions:

1. Santa Cruz must submit all grant disbursement requests for the CSU program, including required supporting documentation, to the Authority no later than March 31, 2018.

### **Sonoma County – 1st Funding Round (PR 2016-03)**

On May 26, 2016 the Authority approved a grant for the County of Sonoma (“Sonoma”) in an amount not to exceed \$750,000 to develop a new 6-bed Peer Respite Care (“PRC”) program. Progress Foundation a private non-profit corporation, is a co-applicant and is expected to acquire property and provide the program services.

Progress Foundation experienced a stall in its search for property for the PRC program due to negotiation delays regarding the fourth funding round CRT, Harstad House, lease agreement that Sonoma and Progress Foundation were required to enter into pursuant to the PRC program. The program regulations allow Progress Foundation to utilize grant funds to purchase property. The negotiations centered on protecting the interest of the service provider from losing ownership of the property if Sonoma were to unfairly terminate its contract. Progress Foundation did not want to acquire property until it was certain it could comply with the PRC program requirements. Consequently, the lease agreement was executed in June 2017, and Progress Foundation began the process of locating a property to purchase for the PRC program.

Sonoma County was one of the counties greatly affected by the recent fires in Northern California. The fires caused a reduction in housing supply while the demand increased, so the purchase market will be challenging.

#### **RECOMMENDATION:**

Staff recommends the Authority approve an Amendment to Resolution Number PR 2016-03 to extend the grant period and resolution expiration date to December 31, 2021 subject to the following additional conditions:


1. Sonoma must provide evidence acceptable to Authority staff demonstrating (a) Sonoma is in escrow by July 30, 2020, and (b) the PRC shall be operational by November 30, 2021
2. Funds shall not be disbursed if Sonoma is unable to provide evidence acceptable to Authority staff that the PRC project is on track to be operational on or before November 30, 2021.
3. Sonoma must submit all grant disbursement requests, including required supporting documentation, to the Authority no later than November 1, 2021.

<b>Funding Round</b>	<b>Resolution Number</b>	<b>County</b>	<b>Current Resolution Expiration and Project End Date</b>	<b>Recommended Resolution Expiration and Project Period End Date</b>
Fifth	MH 2016-05	Merced	12/31/2017	6/30/2021
Fifth	MH 2016-06	Napa	12/31/2017	12/31/2020
Fifth	MH 2016-11	San Mateo	12/31/2017	12/31/2018
Fifth	MH 2016-13	Santa Cruz	12/31/2017	4/30/2018
PRC	PR 2016-03	Sonoma	12/31/2017	12/31/2021

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I hereby certify that the attached is a true and exact copy of Amendment to Resolution No. PR 2016-03 adopted by the California Health Facilities Financing Authority on December 7, 2017 for County of Sonoma [Peer Respite Care Grant Program].

CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY

BY  \_\_\_\_\_  
Ronald L. Washington  
Executive Director

Date: December 7, 2017

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**AMENDMENT TO RESOLUTION NO. PR 2016-03**

**A RESOLUTION OF THE CALIFORNIA HEALTH  
FACILITIES FINANCING AUTHORITY APPROVING  
EXECUTION AND DELIVERY OF GRANT FUNDING UNDER  
THE PEER RESPITE CARE GRANT PROGRAM  
TO THE COUNTY OF SONOMA**

WHEREAS, The California Health Facilities Financing Authority (the "Authority"), a public instrumentality of the State of California, is authorized by SB 75 (Stats. 2015, Ch. 18, Sec. 55) and implementing regulations (California Code of Regulations Title 4, Division 10, Chapter 6 (commencing with Section 7210)) to award grants for capital funding to finance eligible projects for peer respite care; and

WHEREAS, Authority staff reviewed the application submitted by County of Sonoma ("Grantee") against the eligibility requirements of the Peer Respite Care Grant Program and recommends approval of a grant in an amount not to exceed \$750,000.00 for the eligible project (the "Project");

NOW, THEREFORE, BE IT RESOLVED by the California Health Facilities Financing Authority as follows:

Section 1. The Authority hereby approves a grant in a total amount not to exceed \$750,000.00 to complete the Project as described in the Grantee's application and as more particularly described in Exhibit A to this Resolution (Exhibit A is hereby incorporated by reference) within a project period that ends on December 31, 2021. Within this project period, Grantee shall provide evidence acceptable to Authority staff demonstrating (a) the Grantee is in escrow by July 30, 2020 and (b) the Project shall be operational by November 30, 2021. Funds shall not be disbursed if Grantee is unable to provide evidence acceptable to Authority staff that the Project is on track to be operational on or before November 30, 2021. Grantee must submit all disbursement requests, including required supporting documentation, to the Authority no later than November 1, 2021.

Section 2. The Executive Director is hereby authorized, for and on behalf of the Authority, to approve any minor, non-material changes in the Project described in the application submitted to the Authority. Nothing in this Resolution shall be construed to require the Authority to provide any additional funding, even if more grants are approved than there is available funding. Any notice to the Grantee shall indicate that the Authority shall not be liable to the Grantee in any manner whatsoever should such funding not be completed for any reason whatsoever.

Section 3. The Executive Director is hereby authorized and directed, for and on behalf of the Authority, to disburse funds not to exceed those amounts approved by the Authority for the Grantee. The Executive Director is further authorized and directed, for and on behalf of the Authority, to execute and deliver to the Grantee any and all documents necessary to complete the disbursement of funds that are consistent with the Peer Respite Care Grant Program.

Section 4. The Executive Director of the Authority is hereby authorized and directed to do any and all things and to execute and deliver any and all documents which the Executive Director deems necessary or advisable in order to effectuate the purposes of this Resolution and the transactions contemplated hereby.

Section 5. This Resolution expires December 31, 2021.

Date Approved: December 7, 2017

**EXHIBIT A**

**PROJECT DESCRIPTION**

The proceeds of the grant will be used by the County of Sonoma as follows:

Peer Respite Care Program

The County of Sonoma (the "County") will develop a new 6-bed Peer Respite Care ("PRC") Program. The PRC Program will provide peer support services that will serve adults 18 and older who are experiencing mental or emotional difficulties to stabilize their mental health symptoms and develop effective self-reliance skills in a home-like environment. The PRC Program will operate 24 hours per day, seven days per week and is expected to provide services for approximately 2,190 stays per year while serving about 125-150 guests. Progress Foundation, a private nonprofit corporation, is a co-applicant and is expected to acquire the property and provide the program services. Grant funds will be used for purchase of real property and construction or renovation costs. Grant funds for the acquisition and construction/renovation of real property may be given directly to a designated private nonprofit corporation.

**Summary of Amounts:**

<b>Program</b>	<b>Approved Grant Amount</b>
Peer Respite Care	\$ 750,000.00



## 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:** Sonoma County Board of Supervisors

**Board Agenda Date:** February 5, 2019

**Vote Requirement:** Majority

**Department or Agency Name(s):** Human Services

**Staff Name and Phone Number:**

Nick Honey, 565-4343  
Regina de Melo, 565-4346

**Supervisorial District(s):**

All

**Title:** Contract Amendments for Child Welfare Services

### **Recommended Actions:**

- 1) Authorize the Human Services Department Director to approve a \$40,000 increase to the California Parenting Institute contract for Parent Orientation & Parent Mentoring for a new contract total of \$316,780 which is used to provide services to families involved in Child Welfare Service.
- 2) Authorize the Human Services Department Director to approve a \$50,000 increase to the California Parenting Institute contract for Resource Family Training Services for a corrected contract total of \$158,000 for housing and support services to former foster youth.

### **Executive Summary:**

Several new programmatic changes have developed since the FY 2018-2019 Human Services Department budget was submitted for Board of Supervisors approval. As a result of changing needs, the Human Services Department requests approval of the following funding increases related to services provided by the Family, Youth and Children Division:

1. A \$40,000 increase to the contract with the Child Parent Institute to hire an additional Parent Mentor in response to an increase in referred cases.
2. Approval of the contract with the Child Parent Institute supporting Resource Family Training for \$158,000 that provides training and support for families in the foster family approval process.

### **Discussion:**

#### **Contracted Services with the Child Parent Institute**

The Human Services Department partners with the California Parenting Institute on a variety of services and supports for families involved in Child Welfare Services. The Parent Mentor and Parent Orientation program contract currently totals \$276,780 and is funded through 2011 Realignment and Title IV-E Waiver funds. The program currently funds 2.5 FTE Parent Mentors - adult parents that have had a Child Welfare Family Reunification case, have successfully completed their case plan, mitigated the child

abuse safety concerns, and reunited with their children. These Parent Mentors reach out to parents that are just beginning Child Welfare Family Reunification services and offer those new parents support and guidance as they navigate the Child Welfare system and work towards meeting their own case plan goals. The demand for the parent mentor support has increased well beyond what was projected at the time the contract was established due to successful client engagement. It was originally anticipated that the program would actively serve about 50 families but, due to demand, there are about 80 families that are accessing services. The program was also experiencing difficulty recruiting and retaining Parent Mentors at the established budget and therefore reviewed and increased hourly rates for the position. With the contract increase of an additional \$40,000, for a new total of \$316,780, California Parenting Institute was able to convert a half-time Parent Mentor position to a full-time position when the increase in caseload was identified early in the 2018/19 fiscal year.

California Parenting Institute also holds the contract for training for Resource Families (formerly referred to as foster families) that is a required part of the Resource Family Approval process. This contract, funded through Title IV-E and 2011 Realignment funds, was approved by the Board on June 11, 2018 for \$108,000. However, the contract was inadvertently written with a total of \$158,000. The additional funding was added during the Department's review process but the agenda item was not updated to reflect this change. The increase was made in order to provide the funding for sufficient trainings to meet the needs of the current and projected number of Resource Families moving through the approval process.

2011 Realignment and Title IV-E Waiver funds will be used for both of these contract augmentation requests. Funding is available as part of the approved FY 2018-2019 Human Services Department budget due to savings in Foster Care Assistance costs.

**Prior Board Actions:**

June 13, 2018: Approval of FY 2018-2019 Human Services Department Budget  
June 11, 2018: Approval of Human Service Department Contracts

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

These contracted services support a safe, healthy and caring community by providing additional supportive services to families and caretakers.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses	\$90,000		
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>\$90,000</b>		
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal	\$90,000		
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$90,000</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
<p>The additional \$90,000 needed for these contract changes (\$40,000 for California Parenting Institute Parent Mentor-Parent Orientation contract and \$50,000 additional for California Parenting Institute Resource Family Training contract) can be absorbed due to cost underruns in other contracted services. No additional General Fund will be used as all increases are funded with Title IV-E Waiver, 2011 Realignment, and State funds.</p>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
<ul style="list-style-type: none"> <li>- Contract Amendment with California Parenting Institute for the Parent Mentor and Parent Orientation Programs</li> <li>- Contract with California Parenting Institute for Resource Family Training</li> </ul>			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None			

**The California Parenting Institute  
Amendment Number 1**

to the Agreement to Provide  
**PARENT ORIENTATION & PARENT MENTORING**

Funding Amount: \$316,780

Term: 7/1/2018 to 6/30/2019

Agreement Number: FYC-CPI-PMPO-1819

On July 1, 2018, the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and The California Parenting Institute, a California non-profit corporation (hereinafter "Contractor") executed an Agreement to administer parent orientation and parent mentoring services.

As provided by Article 13.7, Merger, the parties hereby evidence their intent and desire to amend the Agreement. The parties mutually desire to amend said Agreement to make the following changes:

1. Revise Article 2, Payment, to increase the Agreement amount by Forty Thousand Dollars (\$40,000), for a new total of Three Hundred Sixteen Thousand Seven Hundred Eighty Dollars (\$316,780); and
2. Replace Exhibit A-2: Scope of Work – Parent Mentor Program with revised version.
3. Replace Exhibit B: Fiscal Provisions/Budget, 7. Budget with Revised Budget for Parent Mentor Program.

RECITALS

- A. The purpose of this Amendment is to modify the terms and conditions of this Agreement between the County and Contractor.
- B. The parties hereto are desirous of modifying the Agreement in accordance with the terms and conditions set forth herein.

SPECIFIC PROVISIONS

2. Payment.

Contractor shall be paid on a cost reimbursement basis in accordance with the budget set forth in "Exhibit B: Fiscal Provisions/Budget" (hereinafter "Exhibit B"), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed Three Hundred Sixteen Thousand Seven Hundred Eighty Dollars (\$316,780), without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

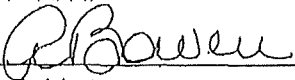
Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Except as expressly modified in this Amendment, the terms and conditions of Agreement Number FYC-CPI-PMPO-1819 shall remain in full force.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be fully executed by their authorized representatives.

This Amendment shall be effective on and as of the date of the last signature.

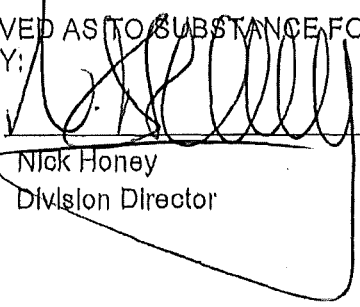
CONTRACTOR:

By:   
Name: Robln Bowen  
Title: Executive Director  
The California Parenting  
Institute  
Date: 10-18-18

COUNTY OF SONOMA:

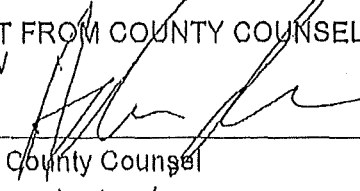
By: \_\_\_\_\_  
Name: Karen Flea  
Title: Director, Human Services  
Department  
Date: \_\_\_\_\_

APPROVED AS TO SUBSTANCE FOR  
COUNTY:

By:   
Name: Nick Honey  
Title: Division Director

[ ]

APPROVED AS TO FORM FOR COUNTY:  
EXEMPT FROM COUNTY COUNSEL  
REVIEW

By:   
County Counsel  
Date: 10/18/18



## **Exhibit A-2: Scope of Work – Parent Mentor Program**

### **A. Program Design**

Parent Mentors are parents (mothers and fathers) who have first-hand experience with the Child Welfare and Juvenile Dependency Court systems. They have successfully reunified with their child(ren). In addition, they will have continued to maintain stability in their own lives and will be clean and sober. They will possess an understanding of how the Child Welfare system works, an appreciation of what it takes to be successful, and personal qualities that lend themselves to collaboration on various levels. The preferred Parent Mentor will possess a positive attitude, sincerity, and a willingness to provide support and help to others. Ideally, Parent Mentors will not have been involved in the Child Welfare system for the preceding twenty-four months. To provide such, the Contractor will provide a program that ensures:

1. Parent Mentors will:
  - a. Arrive at the Juvenile Dependency Courtroom prior to each Detention Hearing and offer assistance to attending parents.
  - b. Support parents to participate and complete components of their Family Reunification Case Plan.
  - c. Demonstrate clear understanding of the scope, responsibilities, and importance of their position.
  - d. Demonstrate understanding of the perceived authority associated with the position and will use it judiciously.
  - e. Develop a viable trusting relationship with the parents assigned.
  - f. Maintain confidentiality as well as work with assigned parents on maintaining an open and honest relationship with their FY&C Social Workers. Although, Parent Mentors are not mandated reporters of child abuse and/or neglect they will address any concerns with supervisor who is a licensed therapist and therefore, a mandated reporter.
  - g. Be available to parents on evenings, weekends, and holidays, understanding/remembering that the emotions associated with involvement in the Child Welfare and Juvenile Dependency Court systems are not limited to work week hours and establishing their own parameters in this regard.
  - h. Model social skills in the areas of relationship building, behavior, conflict resolution, appropriate attire, demeanor, attitude, etc.
  - i. Coach assigned parents on how to behave appropriately in court, meetings, case plan component groups/sessions, etc.
  - j. Coach/train assigned parents in time management, calendar maintenance, transportation use, organization of Court and FY&C documents, making telephone calls, etc.

- k. Support and encourage assigned parents in connection/reconnection with family, community, faith community, appropriate friends, and other potential natural supports. Support the relationship, collaborative meetings and information sharing between birth and resource families
- l. Accompany assigned parents to court hearings (if requested), and Team-Decision Making and/or T.E.A.M. meetings facilitated by FY&C.
- m. Assist assigned parents in accessing benefits, services, etc. that are not necessarily associated with the child welfare case but will benefit the parent and her/his child(ren). Broach and discuss tough issues with assigned parents.

## **B. Service Provision**

Contractor will:

1. Recruit, hire, train, and supervise all Parent Mentors.
2. Ensure presence of at least one Parent Mentor at each Juvenile Dependency Court Detention Hearing.
3. Ensure that at least one Parent Mentor is Spanish-speaking and, preferably, bi-cultural and that the group of Parent Mentors are reflective of the background of involved clients.
4. Provide initial and on-going support to a caseload of approximately 30 active parents per assigned Parent Mentor in FY&C's Family Reunification program.
5. Ensure Parent Mentor participation in Team-Decision Making (TDM), T.E.A.M., and Ice-Breaker meetings as arranged and facilitated by FY&C.
6. Provide resources and guidance to help Parent Mentors strengthen the family functioning and overall child well-being of the parents they mentor.
7. Collaborate with FY&C for the maintenance, monitoring, and evaluation of the Parent Mentor program.
8. Provide clinical supervision sessions for Parent Mentors on a regular basis.
9. Gather information from participants towards the end or after their case has closed regarding the program, processes, information provided, effectiveness of support, etc. in a format designed by the Contractor and agreed upon by the assigned Program Analyst and reported on at mutually agreed upon time frames.
10. Keep all cases open, even after reunification services have ceased, in an inactive status, and will work with returning parents on a short-term, solution-focused basis as necessitated.

### C. Communication, Reporting, and Evaluation Responsibilities

Contractor will:

1. Maintain accurate client files and records to satisfy County reporting requirements. The provider shall maintain records, collect data, and provide reports as requested by the County. Reports may include, but not be limited to, the following:
  - a. Contractor will submit attendance information to FY&C following each session via the web-based data system within fifteen (15) business days of each session.
  - b. Contractor will send monthly accounting reports to the HSD/FY&C Parent Mentor Program Analyst. Reports are due by the 10th working day of the following month, should track program-related expenditures, and should accompany the monthly billing.
  - c. All reporting data will be entered into the HSD web-based data system per the specifications mutually agreed upon during the database development process.
  - d. Reporting data will be entered in a timely fashion, generally within 10 business days of the activity taking place, by the Contractor and reviewed regularly by FY&C Social Work and Administrative staff.
  - e. Quarterly reports will be run by FY&C staff on the 20<sup>th</sup> of the month following the last month of the quarter. If the 20<sup>th</sup> falls on a weekend or holiday, the report will be run the following workday.

July through September	October 20
October through December	January 20
January through March	April 20
April through June	July 20
  - f. Contractor will work with FY&C to jointly develop an evaluation plan which may include the following components: logic model; service and targets form; analysis of outputs; indication of desired client outcomes; and related tools for measuring progress toward outcomes, including but not limited to:
    - i. Number of participating parents who successfully reunify with or maintain their child(ren) in their care.
    - ii. Time to reunification.
    - iii. Re-entry into foster care after reunification.

**Exhibit B: Fiscal Provisions/Budget**

7. **Budget.**

	<b>Parent Orientation</b>	<b>Parent Mentoring Revised</b>
<b>Personnel</b>		
Licensed Program Manager	53,248	49,920
Parent Mentors		120,640
Program Assistant	3,500	
Program Director	2,000	8,000
Employee Benefits	11,750	31,215
Subtotal Personnel	70,498	209,775
<b>Operating Costs</b>		
Mobile Communication		
Trainings		2,100
Mileage / Travel	700	7,620
Rental Space and Childcare	2,500	
Basic Needs		2,000
Program Supplies	750	2,323
Parent and Child group supplies	990	
Mentor Groups		
Subtotal Operating Costs	4,940	14,043
<b>Indirect Costs @ 9%</b>	11,315	17,524
<b>Indirect Unclaimable</b>	<b>(11,315)</b>	
<b>TOTAL</b>	<b>\$ 75,438</b>	<b>\$ 241,342</b>

**The California Parenting Institute**  
 Agreement to Provide  
**RESOURCE FAMILY TRAINING SERVICES**  
 Funding Amount: \$158,000  
 Term: **07/01/2018 to 06/30/2019**  
 Agreement Number: FYC-CPI-RFT-1819

**AGREEMENT FOR PROVISION OF SERVICES**

This agreement ("Agreement"), dated as of July 1, 2018 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and The California Parenting Institute, a California non-profit Corporation (hereinafter "Contractor").

**RECITALS**

WHEREAS, Contractor represents that it is duly qualified and experienced in providing resource family training and related services; and

WHEREAS, in the judgment of the Board of Supervisors and the Human Services Department, it is necessary and desirable to employ the services of Contractor for Resource Family Training Services;

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. Contract Documents. The following documents, if checked, and the provisions set forth therein are attached hereto and incorporated herein, and shall be dutifully performed according to the terms of this agreement:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> <b>Exhibit A: Scope of Work</b>          | <input checked="" type="checkbox"/> <b>Exhibit B: Fiscal Provisions/Budget</b> |
| <input checked="" type="checkbox"/> <b>Exhibit C: Insurance Requirements</b> | <input type="checkbox"/> Exhibit D: Assurance of Compliance                    |
| <input type="checkbox"/> Exhibit E: Additional Federal Requirements          | <input type="checkbox"/> Exhibit F: Professional Licensure/Certification       |
| <input type="checkbox"/> Exhibit G: Media Communications                     | <input type="checkbox"/> Exhibit H: Accessibility                              |
| <input type="checkbox"/> Exhibit I: Data System Requirements                 | <input type="checkbox"/> Exhibit J: Adverse Actions / Complaint Procedures     |

1.2. Contractor's Specified Services. Contractor shall perform the services described in "Exhibit A: Scope of Work" (hereinafter "Exhibit A"), attached hereto and incorporated herein by this reference, 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.

1.3. Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.4. Performance Standard. Contractor 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 Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor 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 Contractor'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 Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor 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.

1.5. Assigned Personnel.

1.5.1. Contractor 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 Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.

1.5.2. 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. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

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

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth in "Exhibit B: Fiscal Provisions/Budget" (hereinafter "Exhibit B"), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed One

Hundred Fifty Eight Thousand Dollars (\$158,000), without the prior written approval of County. 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.

2.1. Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

2.2. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor 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.

2.2.1. If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor 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 12. To reduce the amount withheld, Contractor 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 07/01/2018 to 06/30/2019 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 five (5) days written notice to Contractor.

4.2. Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor 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 Contractor written notice of such termination, stating the reason for termination.

4.3. Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state or federal agency or other funder reduces, withholds, terminates or funds are not made available for which the County anticipated using to pay Contractor for services provided under this Agreement or (2) County has exhausted all funds legally available for payments due to become due under this Agreement.

4.4. Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Article 9.18 (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.

4.5. Payment Upon Termination. Upon termination of this Agreement by County, Contractor 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 Contractor 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, Contractor 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 Article 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 Contractor.

4.6. 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 the Director of the Human Services Department, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification.

Contractor 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 Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees, contractors, subcontractors, or invitees performance or obligations under this Agreement. Contractor'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 Contractor's expense, subject to Contractor'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 Contractor 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, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in "Exhibit C: Insurance Requirements" (hereinafter "Exhibit C"), which is attached hereto and incorporated herein by this reference.



7. Prosecution of Work.

The execution of this Agreement shall constitute Contractor'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 Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor 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 Contractor 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 Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor 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 Contractor.

9.1. Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor 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 Contractor's work by County shall not operate as a waiver or release.

9.2. Status of Contractor. The parties intend that Contractor, 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. Contractor 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, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3. Subcontractors. No performance of this Agreement or any portion thereof, may be assigned or subcontracted without the express written consent of the County. Any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the County shall be invalid and shall constitute a breach of this Agreement.

9.3.1. In the event the Contractor is allowed to subcontract, the County shall look to the Contractor for results of its subcontracts. The Contractor agrees to be responsible for all the subcontractor's acts and omissions to the same extent as if the subcontractors were employees of the Contractor. No subcontracts shall alter in any way any legal responsibility of the Contractor to the County. Whenever the Contractor is authorized to subcontract or assign, the terms of this Agreement shall prevail over those of any such subcontract or assignment.

9.4. No Suspension or Debarment. Contractor 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. Contractor 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 Contractor becomes debarred, Contractor has the obligation to inform the County.

9.5. Taxes. Contractor 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. Contractor 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 Contractor'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, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.6. Records Maintenance. Contractor 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. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6.1. Contractor shall, during normal business hours and as often as any agent of the county, state, or federal government may deem necessary, make available for examination and/or duplication all of its records with respect to all matters covered by this Agreement. Contractor acknowledges that the above-named entities shall have the right to observe, monitor, evaluate, audit, examine, and investigate all activities of Contractor and its subcontractors associated with this Agreement.

9.6.2. In compliance with 29 CFR 95.53 and 45 CFR 74.53: Retention and Access Requirements for Records, Contractor shall retain all records pertinent to this Agreement, including financial, statistical, property, and participant records and supporting documentation for a period of four (4) years from the date of final payment of this Agreement. If, at the end of four years, there is ongoing litigation or an outstanding audit involving those records, Contractor shall retain the records until resolution of the litigation or audit.

9.7. Monitoring, Assessment & Evaluation. Authorized state, federal and/or county representatives shall have the right to monitor, assess, and evaluate Contractor's performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, audits, inspections of project premises, inspection of food preparation sites as appropriate, interviews of project staff and

participants, and review of all records. Contractor shall cooperate with County in the monitoring, assessment, and evaluation process, which includes making any program or administrative staff (fiscal, etc.) available during any scheduled process.

9.8. Conflict of Interest. Contractor 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. Contractor 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, Contractor 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 Contractor's or such other person's financial interests.

9.9. Statutory Compliance/Living Wage Ordinance. Contractor 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, Contractor expressly acknowledges and agrees that this Agreement may be 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.

9.10. Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment practices and in delivery of services because of race, color, ancestry, national origin (including limited English proficiency), religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender status, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding, sex stereotyping), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or 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.

9.10.1. Contractor understands and agrees that administrative methods and/or procedures which have the effect of subjecting individuals to discrimination or otherwise defeating the objectives of the applicable and aforementioned laws will be prohibited.

9.10.2. Contractor shall provide County with a copy of their Equal Employment Opportunity and Affirmative Action policies upon request.

9.10.3. Contractor and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9.10.4. Any and all subcontracts to perform work under this Agreement shall include the nondiscrimination and compliance provisions of this article.

9.11. AIDS Discrimination. Contractor 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.

9.12. Confidentiality. Contractor agrees to maintain the confidentiality of all client information in accordance with all applicable state and federal laws and regulations, including the requirement to implement reasonable and appropriate administrative, physical, and technical safeguards to protect all confidential information. Contractor shall be in compliance with all State and Federal regulations pertaining to the privacy and security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI").

Contractor agrees to comply with the provisions of 45 Code of Federal Regulations 205.50, Section 10850 of the Welfare and Institutions Code, Section 827 of the Welfare & Institutions Code and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that all records are confidential, and will not be open to examination for any purpose not directly connected with the administration of any public social services program.

9.12.1. Contractor shall protect from unauthorized disclosure names and other identifying Contract information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any client. The Contractor shall not use such information for any purpose not directly connected with the administration of the services provided herein. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client. The Contractor shall not disclose, except as otherwise specifically permitted by this Contract or authorized by the client, any such information to anyone other than the County without prior written authorization from the County. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or photograph.

9.12.2. No person will publish, disclose or use or permit or cause to be published, disclosed or used any confidential information pertaining to any client.

9.12.3. Contractor agrees to inform all employees, agents and partners of the provisions and that any person knowingly and intentionally violating the provisions of this paragraph may be guilty of a misdemeanor.

9.12.4. Contractor understands and agrees that this provision shall survive any termination or expiration of this Agreement.

9.13. Information Security. In addition to any other provisions of this Agreement, all parties to this Agreement shall be responsible for ensuring that electronic media containing confidential and sensitive client data is protected from unauthorized access. Contractor agrees that any security incidents or breaches of unsecured PHI or PII or other confidential information will be immediately reported to the County.

9.13.1. Contractor shall ensure that all computer workstations, laptops, tablets, smart-phones and other devices used to store and transmit confidential client data and information are: 1) physically located in areas not freely accessible to or in open view of persons not authorized to have access to confidential data and

information, 2) protected by unique secure passwords, and 3) configured to automatically lock or timeout after no more than 30 minutes of inactivity. Contractor shall ensure that users of such computing devices log off or lock their device before leaving it unattended or when done with a session.

9.13.2. Contractor shall encrypt all confidential client data, whether for storage or transmission on portable and non-portable computing and storage devices using non-proprietary, secure, generally-available encryption software. Proprietary encryption algorithms will not be acceptable. Such devices shall include, but not be limited to, desktop, laptop or notebook computers, optical or magnetic drives, flash or jump drives, and wireless devices such as cellular phones and other handheld computing devices with data storage capability.

9.13.3. Contractor shall ensure all electronic transmission of confidential client data sent outside a secure private network or secure electronic device via email, either in the body of the email or in an attachment, or sent by other file transfer methods is sent via an encrypted method.

9.13.4. Contractor shall apply security patches and upgrades in a timely manner, and keep virus software up-to-date on all systems on which County data may be stored or accessed.

9.13.5. Contractor shall 1) perform regular backups of automated files and databases, and 2) destroy or wipe all confidential client data from all electronic storage media and devices in a manner that prevents recovery of any and all confidential client data in accordance with Article 9.6 above.

9.13.6. All information security requirements stated herein shall be enforced and implemented immediately upon execution of this agreement, and continue beyond the term of the Agreement in accordance with Article 9.6. above.

9.14. Political and Sectarian Activities. Contractor warrants as follows: (a) it shall comply with requirements that no program under this Agreement shall involve political or lobbying activities; (b) it shall not employ or assign participants in the program to any sectarian facility, except as provided by federal and state law or regulation; (c) it shall not use funds made available under this Agreement for political or lobbying activities.

9.15. Drug-Free Workplace. Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by complying with all requirements set forth in the Act.

9.16. Facilities. Contractor warrants that all of the Contractor's facilities: (a) will be adequately supervised, (b) will be maintained in a safe and sanitary condition, (c) will be available for monitoring by County and/or state and federal monitors, (d) are accessible to handicapped individuals if appropriate, and (e) are nonsectarian.

9.17. Assignment of Rights. Contractor 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 Contractor in connection with this Agreement. Contractor 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. Contractor'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. Contractor 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.

9.18. 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 Contractor or Contractor'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, Contractor 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. Contractor 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.

9.19. Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

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 and Making Payments.

All notices and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail. Notices and payments shall be addressed as follows:

TO COUNTY:	County of Sonoma, Human Services Department 3600 Westwind Boulevard Santa Rosa, CA 95403
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TO CONTRACTOR: The California Parenting Institute  
3650 Standish Avenue  
Santa Rosa, CA 95407

When a notice or payment is given by a generally recognized overnight courier service, the notice or payment shall be deemed received on the next business day. When a copy of a notice or payment is sent by facsimile or email, the notice or payment shall be deemed received upon transmission as long as (1) the original copy of the notice 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 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. Miscellaneous Provisions.

13.1. 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.

13.2. 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. Contractor 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. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3. 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.

13.4. 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.

13.5. 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.

13.6. 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.

13.7. 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.

13.8. 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.

13.9. Counterparts and Electronic Copies. The parties agree that, where applicable, this Agreement may be executed in counterparts, together which when executed by the requisite parties shall be deemed to be a complete original agreement. In the event that any handwritten signature is delivered by facsimile transmission ("Fax") or by electronic mail ("email") delivery of a portable document format ("pdf") data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such Fax or pdf signature page were an original thereof. An electronic copy, including Fax copy, email, or scanned copy of the executed Agreement or counterpart, shall be deemed, and shall have the same legal force and effect as, an original document.

13.10. 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.

CONTRACTOR

COUNTY OF SONOMA

The California Parenting Institute

By: *R Bowen*

Name: Robln Bowen  
Title: Executive Director

Date: 4-20-18

By: *Karen Fies*

Name: Karen Fies  
Title: Director, Human Services Department

Date: 6/26/18

APPROVED AS TO SUBSTANCE FOR COUNTY

By: *Nick Honey*

Name: Nick Honey  
Title: Director, Family, Youth & Children's Services Division

EXEMPT FROM COUNTY COUNSEL REVIEW

APPROVED AS TO FORM FOR COUNTY

By: *[Signature]*  
County Counsel

CERTIFICATES OF INSURANCE ON FILE WITH COUNTY

INSURANCE REQUIREMENT CHANGES APPROVED OR WAIVED BY RISK MANAGEMENT

By: *[Signature]*

## **Exhibit A: Scope of Work**

### **I. Resource Family Training**

Pursuant to the terms of the Contract, the California Parenting Institute and County agree to the following Scope of Work.

### **II. Statement of Purpose**

The purpose of the Scope of Work is the continuation of the Resource Family Training program for the 2018-19 Fiscal Year. California Parenting Institute (“Contractor”) agrees to administer and complete the proposed project pursuant to the terms of this Scope of Work and in the Proposal submitted by California Parenting Institute.

### **III. Project Goals**

Contractor will provide hours of Pre-Service and On-Going training for the Resource Family community, in both Spanish and English, including all outreach and training coordination.

#### **A. Pre-Service Training Series which will cover the following topics:**

Module 1: Child Welfare Overview (3 hours)

Module 2: Understanding Your Role on the Professional Team (3 hours)

Module 3: Developmental Needs of Children in Foster Care (3 hours)

Module 4: Positive Parenting (3 hours)

Module 5: Childhood Trauma & Traumatic Stress (3 hours)

Module 6: Loss & Transitions (3 hours)

#### **B. In-Service Training will be identified in collaboration with Family, Youth & Children’s Services Division (FY&C) and local Foster Family Agency partners. Trainings will be conducted in Spanish and English. Topics may include, but not be limited to:**

1. Trauma-Informed Care
2. Medically Fragile Children
3. Understanding and Addressing Difficult Behaviors

#### **C. Father’s Group topics will be identified in collaboration with FY&C and local Foster Family Agency partners. Groups will be offered in English and Spanish. Topics may include, but not be limited to:**

1. Understanding Child Welfare
2. Working with Birth Families
3. Effects of Trauma
4. Understanding and Addressing Difficult Behaviors

- D. The effectiveness of the trainings will continue to be measured on a 5-point Likert scale used in workshop session and conference evaluations; with a rating goal of 3.5 or higher.

#### IV. Project Deliverables

Contractor will provide Pre-Service training for Resource Family participants that will take place on a monthly basis; In-Service training for Resource Family participants that will take place on a quarterly basis, and a Father's Group that will take place on a monthly basis. The services provided will include:

##### A. Outreach & Training Logistics

1. Designate location(s) - easy to find and has adequate parking
2. Reserve room and arrange room set-up and equipment, as needed
3. Market all offerings in English and Spanish
  - a) Print & disseminate supporting materials and handouts in both English and Spanish
  - b) Design print and electronic promotion materials, approved by Contract Manager
  - c) Promote trainings through print and electronic methods – Registration will occur electronically through Eventbrite.com and confirmations and reminders will be sent via this service. Offline options are available.
  - d) Outreach to the Family Finding Collaborative, pending and current Resource Families, and FY&C
4. Facilitate registration to ensure user-friendly enrollment process in both English and Spanish, including with offline registration options
5. Recordkeeping including participant tracking and module completions
6. Provide childcare for participants

##### B. Pre-Service Training

1. Training shall use the pre-designed curriculum and consist of the six 3-hour training modules as listed above.
2. Continue to engage with Bay Area Academy and FY&C for training and technical assistance for Pre-Service training facilitation.
3. Training shall be provided on an ongoing, monthly basis with weekend, day and evening time slots in English and Spanish (bi-monthly).
4. Training shall be provided on an ongoing, bi-monthly basis with weekend, day and evening time slots in Spanish.
5. Training shall include a Resource Parent co-trainer approved by FY&C. CPI will meet with co-trainers to facilitate preparation for trainings. Collaboration

and scheduling of co-trainers and community members and other guest speakers will occur on a regular basis.

C. In-Service Training

1. Ongoing or quarterly training on a variety of topics as capacity allows for Resource Families in both English and Spanish.
2. Conduct analysis of current needs for Families, Kin and Family, Youth and Children's Services Division (FY&C), including format, timing, and topics of interest.
3. Develop training content to meet identified needs
4. Coordinate food and snacks for participants
5. Prepare all handouts and materials

D. Father's Group

Monthly support meetings for fathers on a variety of topics in both English and Spanish.

E. Communication

1. Communicate openly and consistently with FY&C and other partners.
2. Participate in post-training debrief sessions
3. Send updated conference schedule and workshop outline monthly to FY&C Contact.
4. Attend regular meetings with FY&C and Resource Family partner agencies to promote open communication, continuous improvement and refine program design.
  - a) Attend quarterly Oversight Committee meetings
  - b) Attend monthly Family Finding Collaborative meetings

F. Reporting & Attendee Feedback

1. Attendee evaluations will be routinely collected and disseminated after each training session. The feedback gathered from these evaluations should be collated and used to guide program changes.
2. Attendance report of Pre-Service attendees within 2 working days after module has been delivered.
3. Monthly report of Resource Parent co-trainer facilitation hours.
4. Bi-annual reports will be submitted to FY&C that include: number of classes, in-service sessions and support groups provided, number of attendees, number who completed pre-service training, demographics of attendees (e.g., relative, NREFM) and summary of attendee evaluations.

**G. Performance**

1. Review basic evaluation plan and with FY&C staff.
2. Report on key outputs and outcomes in the bi-annual reports described above.
3. Outputs should include, but are not limited to, the following:
  - a) Number of attendees per pre-service and in-service training session,
  - b) Demographics of attendees (by primary home language, relative, NREFM, etc)
  - c) Number of classes, in-service sessions and support groups provided
  - d) Percentage of participants reporting no challenges when registering for trainings.
4. Outcomes should include, but are not limited to, the following:
  - a) Percent of pre-service trainees that report an increased understanding of the developmental needs of children in foster care.
  - b) Percent of pre-service trainees that report an increased understanding of the child welfare system.
  - c) Percent of pre-service and in-service trainees that report trainings were well-marketed and accessible (e.g., location, dates & times of training, parking, registration, communication).
  - d) Percent of trainees reporting that pre-service and in-service trainings were useful.
  - e) Percent of trainees with a foster child placement attending in-service trainings that report increased confidence in their ability to care for foster children.
  - f) Percent of trainees with a foster child placement attending in-service trainings that report they feel supported to care for foster children.
  - g) Percent of Relative and NREFM who provided care to a non-related foster youth.

**V. County Responsibilities**

- A. Communicate and/or collaborate with the California Parenting Institute regarding referred participants as appropriate.
- B. Convene and participate in program problem resolution, technical assistance and communication.
- C. Work with the California Parenting Institute to develop and implement program evaluation.

## Exhibit B: Fiscal Provisions/Budget

### 1. Fiscal Responsibilities

In consideration of the obligations to be performed by Contractor herein, Contractor shall be reimbursed in accordance with the agreed upon budget included herein by reference. Notwithstanding the foregoing, the total amount to be paid to Contractor under the terms of this Agreement shall in no case exceed the amount stated in Article 2 of this agreement.

1.1. Claiming and Documentation. Contractor shall submit an invoice to receive payment for services rendered. Invoices shall be submitted to:

Valley of the Moon Children's Center  
Attn: Briana Downey  
112 Children's Circle  
Santa Rosa, CA 95409

1.2. No Supplantation. Contractor must not claim reimbursement under this Agreement for expenditures reimbursed or financed by any other federal, state or local government source, such as Medi-Cal or private insurance. No supplantation of program financing by Contractor is contemplated or allowed.

1.3. Financial Records. Contractor understands and accepts its obligation to establish and maintain financial records of all program expenditures.

1.3.1. County and its agents, designees or Auditors shall, during regular business hours, have the right to copy, review or audit all Contractor's accounting records and financial statements which relate to monies received under this Agreement.

1.4. Modification of Funding. County reserves the right to modify levels of funding for programs and renegotiate Agreement budgets, if needed, due to increases or decreases in funding from the state. County also reserves the right to request changes in program design in order to accommodate changes made by the state. The County Human Services Director has authority to request and approve program design changes.

### 2. Financial Management Systems

2.1. Generally-Accepted Accounting Principles. Contractor shall maintain a financial management system which ensures control over the use of funds received by Contractor in accordance with generally-accepted accounting principles. Contractor must comply with the provisions for cost allocations contained in Federal Office of Management and Budget 2 CFR Part 200, Subpart E. The inability of Contractor to demonstrate compliance will cause a corresponding reduction in reimbursement.

2.2. Separate Account. All funds under this Agreement are not required to be maintained in a separate account, but funds on deposit provided through this Agreement shall be accounted for separately in accordance with Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards [2 CFR Part 200].

3. Audits.

3.1. Contractors who receive federal funding which taken together total over \$750,000 in a single fiscal year are required to have a single agency audit in accordance with the Federal Office of Management and Budget, 2 CFR Part 200, Subpart F. A copy of this audit must be forwarded to the County by the auditor as soon as it is complete.

3.2. If Contractor expends less than \$750,000 in federal awards in the fiscal year it may not charge the cost of an audit to the federal award.

4. Repayment.

4.1. Repayment Responsibility. Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, state, or federal agencies related to activities conducted by Contractor under this Agreement.

4.2. Unallowable Costs. Where unallowable costs have been claimed and reimbursed, they will be refunded to the program that reimbursed the unallowable cost using a cash refund or offset to a subsequent claim.

5. Funding.

5.1. All or part of this Agreement will be paid with Federal awards.

5.2. Federally awarded funds must be used in accordance with Federal statutes and regulations.

6. Budget.

Types of Service	Cost
Curriculum Development, Logistics and Coordination for Pre-Service Trainings	\$105,000
Curriculum Development, Logistics Planning & Coordination for Quarterly In-Service Trainings	\$23,000
20 Monthly Father's Groups	\$15,000
Marketing and Evaluation Costs	\$15,000
<b>Total</b>	<b>\$158,000</b>

### Exhibit C: Insurance Requirements

With respect to performance of work under this Agreement, Contractor 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 Contractor 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 Contractor 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 Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor 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 Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- 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. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor 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, Agents and Employees** shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Contractor 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 Contractor 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 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 Contractor currently owns no autos, Contractor 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. 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.

### **5. Documentation**

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor 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, 2 or 3 above.
- b. The name and address for Additional Insured endorsements and Certificates of Insurance is:  
**The County of Sonoma, its Officers, Agents and Employees**  
**3600 Westwind Boulevard**  
**Santa Rosa, CA 95403**  
or pdf to: **contracts@schsd.org**
- c. 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.
- d. Contractor 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.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**6. Policy Obligations**

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

**7. Material Breach**

If Contractor 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 Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

**BOARD OF SUPERVISORS**  
**AGENDA ADDENDUM**

**FEBRUARY 5, 2019**

**THE FOLLOWING ITEM IS BEING ADDED TO THE CONSENT CALENDAR:**

- 21a. Letter of recommendation for the appointment of Dr. Caryl Hart to the California State Coastal Conservancy:  
Authorize the Chairman of the Board of Supervisors to submit a letter of recommendation to Governor Gavin Newsom for the appointment of Dr. Caryl Hart to fill a vacancy on the California State Coastal Conservancy.

**THE FOLLOWING ITEMS ARE BEING REMOVED FROM THE CONSENT CALENDAR:**

**COUNTY COUNSEL/ COUNTY ADMINISTRATOR**

11. California Public Utilities Commission Proceedings:
- A) Authorize the County Counsel to execute a legal services agreement with Goodin, MacBride, Squeri & Day, LLP to provide legal advice and representation in California Public Utilities Commission proceedings involving wildfire management and mitigation and related matters up to a not-to-exceed amount of \$150,000.
  - B) Adopt a resolution authorizing a budgetary adjustment to the 2018-2019 Final Budget to transfer appropriation from General Fund Contingencies in the amount of \$150,000 to the County Administrator Office of Recovery & Resiliency budget for the legal services agreement and \$50,000 to County Counsel budget for related County Counsel services.
- (4/5th Vote Required)

**HEALTH SERVICES**

13. Contracting for Behavioral Health Services:  
Receive update on redesign of the mental health delivery system and approve contracting out of behavioral health services to network providers.

**REGIONAL PARKS**

16. Spud Point Marina Fuel Piping Replacement – Award Bid:
- A) Approve the specifications, plans, and forms for the construction of the Spud Point Marina Above-Ground Fuel Piping Replacement Project
  - B) Award the bid for construction for the Spud Point Marina Above-Ground Fuel Piping Replacement Project to enhance visitor amenities and replace aging infrastructure, to Balch Petroleum & Builders, Inc. in the amount of \$492,000, and authorize the Chair of the Board to execute the contract.
  - C) Adopt a resolution authorizing the transfer of \$200,000 from the General Fund Deferred Maintenance Fund to supplement project funding to be repaid from the Spud Point Enterprise Fund over a period of five fiscal years.
- (4/5<sup>th</sup> Vote Required)(Fifth District)

**THE FOLLOWING ITEM IS BEING REMOVED FROM THE REGULAR  
CALENDAR:**

**GENERAL SERVICES**

34. Campus Parking Changes and Replacement Parking Improvements:  
Consider multiple recommendations relating to parking on the County Government Center campus in order to provide sufficient parking for employees and the public as a result of displacement due to construction of the new State Courthouse.
- A) Authorize General Services Director to take all necessary steps to proceed with parking solutions including creating new spaces on the Mendocino Lot (P26) , Net Fleet Lot (P28), reconditioning the current Probation SAC and Regional Parks' yards, realigning County Center Drive with added street parking, and implementing an assigned parking program.
  - B) Authorize the General Services Director to identify and return to the Board with potential real estate lease(s) to facilitate relocation of the Probation SAC and Regional Parks yard.
  - C) Adopt a resolution authorizing the budgetary transfer of Fleet Accumulated Outlay funds in the amount of \$161,664 to proceed with the cleanup of the Probation SAC and Regional Park's yard to allow for Fleet Motor Pool parking.
  - D) Adopt a resolution authorizing the budgetary transfer of General Fund contingencies in the amount of \$494,259 to proceed with the capital projects needed to expand parking on campus.
- (4/5th Vote Required)

**THE FOLLOWING ITEMS ARE BEING ADDED TO THE CLOSED SESSION  
CALENDAR:**

- 31a. The Board of Supervisors and the Board of Directors of the Community Development Commission will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – *Vannucci v. County of Sonoma*, 18-cv-01955-VC (N.D. Cal.) (Government Code Section 54956.9(d)(1).)
- 31b. The Board of Supervisors and the Board of Directors of the Community Development Commission will consider the following in closed session: Conference with Legal Counsel -- Significant Exposure to Litigation (Government Code Section 54956.9 d(2).)



## 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:** Board of Supervisors

**Board Agenda Date:** February 5, 2019

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

James Gore, Chair (707) 565-2241

**Supervisorial District(s):**

Fourth

**Title:** Reappointment

**Recommended Actions:**

Reappoint Bill Smith and Jenny Gomez to the Dry Creek Valley Citizens Advisory Council for a two year term beginning January 1, 2019 and ending December 31, 2020.

**Executive Summary:**

**Discussion:**

**Prior Board Actions:**

12/12/2017

**Strategic Plan Alignment** Goal 4: Civic Services and Engagement

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<b>Related Items "On File" with the Clerk of the Board:</b>			



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 Agenda Date:** February 5, 2019

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

Supervisor James Gore  
(707) 565-2241

**Supervisorial District(s):**

Fourth

**Title:** Gold Resolution

**Recommended Actions:**

Adopt a Gold Resolution recognizing the accomplishments of George Rose who is receiving the Nick Frey Community Contribution Award. (Fourth District)

**Executive Summary:**

Adopt a Gold Resolution recognizing the accomplishments of George Rose who is receiving the Nick Frey Community Contribution Award. (Fourth District)

**Discussion:**

**Prior Board Actions:**

**Strategic Plan Alignment** Goal 4: Civic Services and Engagement

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<b>Related Items “On File” with the Clerk of the Board:</b>			





# County of Sonoma

## State of California

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Date: February 5, 2019

Item Number: \_\_\_\_\_  
Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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### Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,

**Whereas**, George Rose's 40-year career as a photographer has taken him on a long journey of fascinating places and intriguing people, photographing famous musicians and actors, sports stars and political figures.

**Whereas**, in the 1970s and 80s, Rose served six years as a staff photographer for the Los Angeles Times, over 40 vintage prints of his are in the permanent collection of the Rock and Roll Hall of Fame, in 1987, Rose won a World Press Photo Award for news, and was named California "Newspaper Photographer of the Year" in 1976 by the University of Missouri, School of Journalism;

**Whereas**, Rose joined the wine industry where he spent 25 years as a wine industry executive communications director. During this time, he continued to pursue his passion of photography. His vineyard photos have been used in numerous publications and calendars throughout the world of wine;

**Whereas**, in 2017, Rose released "VINEYARD Sonoma County," a coffee-table book of more than 188 pages of color images of the diverse world of Sonoma County winegrowing. Rose donated a portion of the profits on his book to the Sonoma County Grape Growers Foundation to support vineyard workers who were affected by the Sonoma County wildfires in 2017;

**Whereas**, Rose has documented the ever-changing beauty and diversity of the county we all love, his generous sharing of those images with Sonoma County Winegrowers (who have used his photos in marketing and educational materials) and with numerous other outlets, organizations and social media shares has provided a glimpse into the unique world of Sonoma County wine growing;

**Whereas**, the Sonoma County Philharmonic has presented hundreds of low-cost concerts throughout the County and provides free admission to all students for all performances;

**Now, Therefore, Be It Resolved** that the Board of Supervisors of the County of Sonoma congratulates George Rose on his retirement from a distinguished career with lasting impacts on his 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: 19**  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** February 26, 2019

**Vote Requirement:** Majority

**Department or Agency Name(s):** Economic Development Board

**Staff Name and Phone Number:**

Al Lerma / 565-6428

**Supervisorial District(s):**

All

**Title:** Gold Resolution recognizing the retirement of Ben Stone from the Economic Development Board on April 30, 2019.

**Recommended Actions:**

Adopt a Gold Resolution recognizing the retirement of Ben Stone from the Economic Development Board on April 30, 2019.

**Executive Summary:**

Adopt a Gold Resolution recognizing the retirement of Ben Stone from the Economic Development Board on April 30, 2019 and honoring his 33 years of service with Sonoma County.

**Discussion:**

Adopt a Gold Resolution recognizing the retirement of Ben Stone from the Economic Development Board on April 30, 2019 and honoring his 33 years of service with Sonoma County.

**Prior Board Actions:**

n/a

**Strategic Plan Alignment** Goal 2: Economic and Environmental Stewardship

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Gold Resolution for Ben Stone’s Retirement			
<b>Related Items “On File” with the Clerk of the Board:</b>			



## 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:** Board of Directors, Sonoma County Water Agency

**Board Agenda Date:** February 5, 2019

**Vote Requirement:** 4/5

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

**Staff Name and Phone Number:**

Michael Thompson

**Supervisorial District(s):**

Fourth

**Title:** Airport-Larkfield-Wikiup Sanitation Zone Larkfield Estates Collection System Project Approval

### **Recommended Actions:**

The Airport-Larkfield-Wikiup Sanitation Zone Larkfield Estates Collection System Project will provide sewage service to persons displaced by the Sonoma Complex Fires and will promote the transition of individuals into long term shelter with reliable wastewater service.

- A) Approve the Airport-Larkfield-Wikiup Sanitation Zone Larkfield Estates Collection System Project.
- B) Authorize the Water Agency's General Manager to execute agreements to acquire the property rights needed for construction of Larkfield Estates Collection System Project for the total appraised value of all property rights necessary for the project, estimates at no more than \$55,000 in the form generally provided to the Board, with the approval of County Counsel, and to execute such other documents and take such other actions as are necessary to complete the transactions.
- C) Authorize the General Manager to offer to reimburse owners up to \$5,000 for an independent appraisal.
- D) Adopt a Resolution Introducing, Reading the Title of, and Waiving Further Reading of an Ordinance of the Board of Directors of the Sonoma County Water Agency amending sections 3.29 and 3.30 of the Sonoma County Water Agency Sanitation Code.
- E) Adopt a Resolution Authorizing the Financing Program for sewer construction costs and sewer connection fees for the Larkfield Estates Collection System Project.
- F) Approve the financing documents for the Financing Program.
- G) Authorize the General Manager to execute agreements with each applicant within the Project area who commit to connect to the collection system, thereby providing a 30-year sewer construction cost loan for an amount up to the pro-rata share of the design and construction costs.
- H) Authorize the General Manager to execute agreements with each applicant within the Project area providing a 20-year loan to finance the sewer Connection Fees for Persons Displaced by the Sonoma Complex Fires.
- I) Approve the Commitment Letter and set date for commitment letters to be received in order to participate in the Project, and set the date for Connection Fee Assessment Agreements and

Construction Costs Assessment Agreements to be received in order to participate in the Financing Program.

**Executive Summary:**

The Sonoma Complex Fires, a series of fires that swept Sonoma County beginning on Sunday, October 8, 2017, caused widespread damage. The County Administrator/Director of Emergency Services issued a Proclamation of Existence of Local Emergency in the Sonoma County Operational Area. In the Airport/Larkfield/Wikiup Sanitation Zone (Sanitation Zone) entire neighborhoods were destroyed by the Tubbs Fire. Many homes in the Larkfield area were connected to septic systems, and at the request of some neighborhood property owners, the Sonoma County Water Agency (Sonoma Water), on behalf of the Sanitation Zone, has developed a preliminary design of a sewer collection system to serve homes being rebuilt in the Larkfield Estates neighborhood, and is steadily advancing toward a completed design.

By approving the recommended actions, the costs for design and construction of sewer within the public streets would be allocated to up to 143 properties within the area served by the new sewer, and property owners who choose to connect would reimburse the Sanitation Zone for these allocated costs when they connect to the new system.

Sonoma Water will provide a low interest financing program for connection costs (including each property owners' pro rate share of the design and construction costs for the new collection system), and connection fees for connecting to the existing system to property owners who elect to connect to the sewer before the sewer construction plans are finalized. These costs may be financed through a loan from the Sanitation Zone. Connection Costs will be backfilled from a loan from Sonoma Water's General Fund and Facilities Fund. The financial program is intended to ease the financial burden of fire-impacted property owners and facilitate the rebuilding process in the Sanitation Zone's fire-impacted area.

**Discussion:**

**Larkfield Estates Collection System Project:**

On June 5, 2018, the Board authorized the Sonoma Water's General Manager to enter into an agreement for sewer collection system design in the Larkfield Estates community and directed the Sonoma Water staff to develop a Sewer Collection System Financing Program. As of early December 2018, Sonoma Water has entered into an agreement with GHD, Inc. for the collection system design, and the preliminary (30%) design has been completed. This includes topographic surveys, identification of existing utilities and potential conflicts. Based this design report, alignments have been selected to lie within public right-of-way to the maximum feasible extent.

As a result of prioritizing installation in the public right of way, there is approximately 600 additional feet of sewer main that was not initially anticipated, and replacement of about 400 feet of existing sewer. In some locations the sewer main will be shallow, in exception to Sonoma Water design standards. Because of these shallow sewers, the project will provide private pump stations to approximately 3 to 5 homes that cannot be served by gravity laterals.

These changes, along with other refinements have resulted in an increase to be most probable overall project cost. These other changes include more manholes to avoid existing utilities, and installation of lowered sewers to pass underneath a storm drain in three locations. The most recent estimate of most probable construction costs would result in an overall project cost of between \$50,000 and \$65,000 per

participating parcel. These costs are for all work for the project, including 10,700 feet of new sewer main, laterals to each participating parcel, 65 manholes, and pavement restoration.

The pavement restoration for this project would include restoration in Mark West Springs Road and Old Redwood Highway in accordance with county standards. The above project cost estimate includes costs for a basic trench restoration within the neighborhood streets. While this is not in conformance with Sonoma county Transportation and Public Works Road Construction Standards, Sonoma Water will continue to work with Sonoma County Transportation and Public Works toward a pavement restoration plan within the residential streets to allow for exception to the standards, so that the community members are not further burdened with these costs.

The project continues to be on schedule for advertisement by summer of this year, with construction anticipated to be complete by mid-2020.

**CEQA Compliance:**

The General Manager has determined that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines §15301(b) Existing Facilities, §15303(d) New Construction or Conversion of Small Structures and §15304(f) Minor Alteration to Land. The proposed project would result in the Larkfield Estates connecting to an existing sewer treatment plant. The proposed project would not involve alteration of the existing treatment plant to accommodate the additional equivalent single-family dwellings. There is no expansion of use as a result of the proposed project. The new construction of sewer pipelines will connect to an existing sewer trunk main that is serviced by the Zone. The proposed project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan. The Proposed Project is consistent with the General Plan (65402). Minor alteration to land would include minor trenching and backfilling that would not result in the removal of any healthy, mature, scenic trees. Upon completion of construction, all surfaces will be restored. Sonoma Water staff has prepared a Notice of Exemption in accordance with CEQA, the State CEQA Guidelines, and Sonoma Water's Procedures for the Implementation of CEQA and will be filed upon approval of the Project.

**ACQUISITION OF PROPERTY RIGHTS REQUIRED FOR THE PROJECT:**

In order to construct the Project, Sonoma Water, on behalf of the Sanitation Zone, must obtain property rights to facilitate access, construction, operation, and maintenance of the Project. These rights include a permanent sewer easement and temporary construction easements. Sonoma Water requires property rights from two property owners to construct one of the proposed sewer trunk mains. Project construction work will occur within the proposed permanent sewer easement; however, site conditions require acquisition of additional temporary work areas for the purposes of staging equipment and stockpiling of materials. Temporary Construction Easements, that require payment of compensation, will be needed from the property subject to the permanent sewer easement and from an adjoining property. In addition to the compensable Temporary Construction Easements, Sonoma Water will need to execute non-compensable Temporary Construction Easements to allow for connection of the properties participating in the Project with the proposed sewer trunk mains.

Sonoma Water staff contracted with Bender Rosenthal and Associates Incorporated for an appraisal of the value of the property rights required for the Project. The total value of the property rights is \$55,000. The property rights required are:

1. From RMB Real Estate Investments 2, L.L.C., a California limited liability company, a permanent sewer easement and a temporary construction easement. The easements to be acquired are part of a larger parcel (Assessor's Parcel Number 058-050-042) totaling 5.44-acres. This property is subject to a deed of trust with JPMorgan Chase Bank, N.A.
2. From Roger E. Depauw, as Trustee of the Carolyn I. Depauw Revocable Trust Dated September 26, 1990, as to an undivided 0.5% interest and Brian J. Ruppenthal, Trustee of the Brian J. Ruppenthal Trust Dated November 24, 1991 as to an undivided 99.5% interest, each as tenants in common, a temporary construction easement. The temporary construction easement to be acquired is part of a larger parcel (Assessor's Parcel Number 058-243-001) totaling 14,700 square feet (0.34-acres). This property is subject to a deed of trust with Deborah Jean Bybee.

All acquisitions were budgeted for in the Airport-Larkfield-Wikiup Construction Fund for Fiscal Year 2018/2019.

Under Code of Civil Procedure Section 1263.025, Sonoma Water must offer to reimburse each property owner the reasonable cost, up to \$5,000, for an independent appraisal of the property rights needed by Sonoma Water.

Sonoma Water staff is requesting that the Board delegate authority to the General Manager to negotiate and execute agreements to acquire the necessary property rights, at a price no greater than necessary to provide just compensation to the owner for the property interest, in the form presented to this Board, or in such other form as approved by County Counsel, and to execute any other documents and take other actions as are necessary to close the transactions.

**Financing Program:**

The costs for design and construction of the new sewer system in the public streets would be paid for by the Sanitation Zone and then allocated to parcel (143) within the area served by the sewer collection system. At this time, the cost allocated to each newly served parcel is estimated to be between \$50,000 and \$65,000, the actual costs will be determined based on actual sewer construction costs. Property owners who obtain sewer connection permits through Permit Sonoma during the design phase of the project will (1) have laterals installed from the sewer mains to their property line as a part of the project; and (2) be responsible for paying the pro rata construction cost allocated to their property. Property owners who choose to connect to the sewer after completion of the sewer main construction project will (1) pay the allocated construction cost, and (2) be responsible for installing a lateral from their house to the sewer main in the street.

The allocated sewer construction cost will be increased annually for inflation based on the Construction Cost Index for the San Francisco Bay Area. Property owners who do not connect to the sewer system will not be charged sewer system service fees. In addition to each property owner's share of construction costs, property owners connecting to the sewer system will pay a connection fee and an annual sewer service charge as is described below:



1. Connection Fees: FY2018/2019 connection fees are \$ 11,940 per single family dwelling unit and are due and payable to the Sanitation Zone at the time of connection to the sewer. This one-time fee is the property owner's share of the cost of the Sanitation Zone's capital assets which are needed to collect, treat and dispose of wastewater. The connection fee increases annually for inflation based on the Construction Cost Index for the San Francisco Bay Area. Financing options will be available to property owners who commit to connecting to the system prior to completion of sewer collection system construction.
2. Annual Sewer Service Charge: FY2018/2019 annual sewer service charge for the Sanitation Zone is \$941 per single family dwelling unit. Annual sewer service charges are collected for each parcel on the tax roll of the County of Sonoma. This charge must be paid annually by property owners receiving sewer service. The sewer service charge is imposed to recover the Sanitation Zone's cost of providing sewer service, including: (a) financing the ongoing operation and maintenance costs of the system; (b) funding the capital replacement program costs of the system, which provides for the long-term replacement of system facilities as they wear out; and (c) maintaining sufficient reserves. This charge is projected to increase to \$984 for FY 2019/2020.

#### Sewer System Financing Program

Sonoma Water is proposing to construct the sewer system and offer low-cost financing to property owners in the fire-impacted area. The Water Agency has worked closely with County Counsel and the County Auditor-Controller-Treasurer-Tax Collector's office to develop a financial program that represents a responsible use of public funds while also providing assistance to property owners who have lost their homes. While the current estimated sewer construction costs are meant to be conservative, meaning they are higher than anticipated, this program carries the risk of construction costs being even higher than these estimates. These actual Project costs will be allocated to the properties in the newly served areas, and again, while they may be lower than the current estimates, they could be higher. Payment of the allocation costs will be required of property owners who connect to the sewer system.

Information regarding the proposed financing program for property owners is shown below:

#### Sewer Construction (Connection) Cost Loan

1. Available to current Larkfield area property owners who execute the Commitment Letter prior to the date established by the Board.
2. The loan principal will be based on the actual design and construction cost for the sewer system.
3. Each property will be allocated a pro-rata share of the entire design and construction cost based on the total number of parcels (143) that would be able to connect to the system.
4. The loan term is 30 years and would include a 10-year grace period during which no payments would be required. There would be no deferred interest added to the principal of the loan.
5. Following the 10-year grace period, property owners would begin payments which would be based on a 20-year, fixed 2.5% interest rate loan. Loans associated with this program would be assumable and transferrable to new property owners. The estimated annual loan payments

would be between \$3,210 and \$4,170 per year for construction costs of \$50,000 and \$65,000 per parcel.

#### Connection Fee Loan

1. Property owners in the Sanitation Zone could receive a loan for connection fees by completing a loan application process before the end of 2020.
2. Property owners would be provided with a 20-year, 2% interest (assumable) loan starting at the time of connection to the sewer. Loans associated with this program would be assumable and transferrable to new property owners. The estimated annual loan payments, based the FY 2017/2018 Connection Fee (\$11,940), would be about \$750 per year. An Accessory Dwelling Unit of up to 1,200 square feet would pay a connection fee of \$9,552.

The loans will be secured by a lien against the property and shall be repaid over a period not to exceed 30 years for the construction and design costs, and 20 years for the connection fees. The lien will run with the property and will be transferrable to new property owners. Annual payments for the loans will be included on the property's sewer service bill, which shows up on the property owner's tax bill, and will be sufficient to cover both principal and interest. Sonoma Water requests the Board approve the Financing Documents and set the date of March 31, 2019, to receive the executed Connection Fee Assessment, and set the date of November 1, 2019, to receive the executed Constriction Cost Assessment Agreement, in order to be included in the Financing Program.

Additionally, Sonoma Water is proposing an amendment to section 3.29 and 3.30 of the Sonoma County Water Agency Sanitation Code (Sanitation Code). These proposed amendments are needed to insure the Financing Program and the Sanitation Code are consistent with each other. If the proposed Resolution Introducing, Reading the Title of, and Waiving Further Reading of an Ordinance of the Board of Directors of the Sonoma County Water Agency amending sections 3.29 and 3.30 of the Sonoma County Water Agency Sanitation Code is approved, Sonoma Water will return at the next Board meeting seeking final approval of these amendments to the Sanitation Code.

#### **Commitment Letter:**

Sonoma Water has committed that the Project is voluntary, and no property owners will be required to connect if they do not desire. Pursuant to the Sanitation Code and state law, properties where a lateral has been constructed to the property line, and where sewer service is available, are required to connect to the public sewer. Therefore, only properties whose owners desire to voluntarily connect to the sewer system will have laterals constructed to the property line as part of the Project. However, in order to prepare the final design for the Project, it is necessary to know which properties will be included in the Project so that the laterals can be included in the plans and the construction documents. County Counsel has drafted a Commitment Letter for property owners to state their desire to voluntarily participate in the Project. The Commitment Letters indicate that if a property owner signs up for the Project, a lateral will be constructed to their property line and the property will be required to connect once sewer service is available. These letters will be notarized and recorded in the County Recorder's office in order to provide notice to any potential buyers who may purchase a property after the Commitment Letter has been executed, but before sewer service is available. Sonoma Water requests the Board approve the Commitment Letter, and set March 31, 2019 as the date by which property owners must execute the Commitment Letter in order to be included in the Project.

**Project Costs:**

Sonoma Water will loan the construction (connection) costs from its General Fund and Facilities Fund to the Sanitation Zone. The Sanitation Zone will repay principal costs to the General Fund and Facilities Fund in the estimated amount of up to \$200,000 beginning in FY 2019/2020 for up to 30 years. Sonoma Water’s General Fund will repay interest costs (at the treasury rate, currently 2.27%) to the Facilities Fund to make the fund whole. The Sanitation Zone will repay the construction cost loan from the General Fund and Facilities Fund with a) construction cost and connection fee principal and interest paid by customers who execute the Commitment Letter, b) the full construction costs and connection fees escalated by the engineering construction index annually and due upon connection for customers who do not execute the Commitment Letter, and c) sewer service charges to the extent that there are funds in excess of those expended in any given year for operation and maintenance of the Sanitation Zone. Sonoma Water will manage the funds and repayment schedule to ensure that the Sanitation Zone, General Fund, and Facilities Fund maintain their target fund balance throughout the repayment period.

Project costs are estimated as follows:

	Obligated and Expended	Budgeted	Estimated	Estimated
	FY17-18	FY18-19	FY19-20	FY20-21
Design, Environmental Review, Right-of-Way	\$517,000	\$587,000	\$10,000	
Construction Costs			\$5,406,000	
Contingency			\$910,000	
Contract Administration and Inspection Services	\$20,000 (encumbered)		\$405,000	
Financing Program Administrative Costs		\$27,000	\$20,000	\$10,000
Total Estimate Costs by Fiscal Year	\$537,000	\$614,000	\$6,751,000	\$10,000
Total Estimated Project Cost	\$7,912,000			

## Notes:

1. Sonoma Water staff will return to the Board to award the construction contract.
2. Sanitation Zone Repayment of Construction Cost Loan to Sonoma Water General Fund and Facilities Fund is estimated to be up to \$200,000 annually for up to 30 years.

**Prior Board Actions:**

- 6/5/2018: Board authorized the Sonoma County Water Agency’s General Manager to enter into an agreement for sewer collection system design (not to exceed \$600,000) in the Larkfield Estates community and directed the Sonoma County Water Agency staff to develop a Sewer Collection System Financing Program.
- 10/10/2017: Board adopted Resolution No. 17-0389 ratifying the County Administrator’s proclamation of the existence of a local emergency with the Sonoma County Operation Area.

**Strategic Plan Alignment**      Goal 3: Invest in the Future

**Sonoma Water Strategic Plan Alignment:** Waste Water Treatment and Water Reuse, Goal 2: Improve the financial health of wastewater treatment and water reuse systems.

Provide sewage service through a sustainable business model and responsibly manage Water Agency finances in a manner that promotes the fastest possible transition of persons displaced by the Sonoma Complex Fires to interim and long term shelter with reliable wastewater service.

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses	\$614,000	\$6,751,000	10,000
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>\$614,000</b>	<b>\$6,751,000</b>	<b>10,000</b>
<b>Funding Sources</b>			
General Fund/WA GF	\$614,000	\$6,751,000	
State/Federal			
Fees/Other			10,000
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$614,000</b>	<b>\$6,751,000</b>	<b>10,000</b>

**Narrative Explanation of Fiscal Impacts:**

Budgeted amount of \$614,000 for design, environmental, and right-of-way services is available from FY 2018/2019 appropriations for the Sanitation Zone Construction Fund through a loan from the Sonoma Water General Fund and Facilities Fund. No additional appropriation is required. Appropriations for ongoing costs for design, environmental and right-of-way activities, and construction and inspection during construction in the form of a loan from the Sonoma Water General Fund and Facilities Fund to the Sanitation Zone will be budgeted in FY2019/2020. Sanitation Zone Construction Fund principal and interest payments on the loans from the Sonoma Water General Fund and Facilities Fund in the estimated amount of up to \$200,000 per year will be budgeted in FY 2019/2020 and thereafter. Appropriations for finance program administration will be budgeted in FY 2021/2022 in the Sanitation Zone Operations Fund.

**Staffing Impacts**

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

<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<p>Resolution Approving Sewer Financing Program  Resolution Introducing, Reading the Title of, and Waiving Further Reading of an Sewer Easement and Agreement and Grant of Easement (Attachment 1)  Temporary Construction Easement Agreement (Compensable) (Attachment 2)  Temporary Construction Easement Agreement (Compensable) (Attachment 3)  Temporary Construction Easement Agreement (Non-Compensable) (Attachment 4)  Purchase Agreement (Attachment 5)  Commitment Letter (Attachment 6)  Connection Fee Assessment Agreement (Attachment 7)  Construction Cost Assessment Agreement (Attachment 8)  Notice of Exemption (Attachment 9)  Ordinance (strikethrough)  Ordinance (clean)</p>			
<b>Related Items "On File" with the Clerk of the Board:</b>			

rw S:\Agenda\agrees\02-05-2019 WA Airport-Larkfield-Wikiup Estates  
Collection System Project\_summ.docm

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Date: February 5, 2019

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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**Resolution of the Board of Directors Of The Sonoma County Water Agency, Authorizing and Directing Staff to Implement a Loan Program to Assist Property Owners in the Larkfield Estates Neighborhood Within the Airport/Larkfield/Wikiup Sanitation Zone With Construction Costs And Connection Fees Required For Connecting To The Public Sewer**

**Whereas**, the Sonoma County Water Agency (“Sonoma Water”) operates the Airport/Larkfield/Wikiup Sanitation Zone (Zone”); and

**Whereas**, under the Sonoma County Water Agency Sanitation Code, property owners who desire to connect to the public sewer are required to pay their pro rata share of the costs of constructing the facilities necessary to extend the public sewer, including but not limited to, the main trunkline, collector sewer lines and laterals; and

**Whereas**, under the Sonoma County Water Agency Sanitation Code, property owners who desire to connect to the public sewer are required to pay fees or charges for the privilege of connecting to the public sewer; and

**Whereas**, Health and Safety Code sections 5463, 5464, 5465 and 5474 authorize an entity to pay the costs to construct all necessary plumbing to extend and connect properties to a public sewer system, including the costs for construction of a main trunkline, collector sewer lines and laterals, and may pay for the fees or charges for the privilege of connecting to the public sewer, and subsequently collect repayment from those connecting to the public sewer by passing a resolution by 2/3 vote to fix the costs of work and administrative expenses incurred by the entity, fix the times at which the costs will become due, establish a payment period not to exceed 30 years and an interest rate not to exceed 12%, and provide that the costs shall constitute a lien on the property; and

**Whereas**, in accordance with Health and Safety Code sections 5463, 5464, 5465, and 5474 *et seq.*, Sonoma Water can collect such costs on the property tax roll; and

**Whereas**, the loan program is exempt from the California Environmental Quality Act because it is not a project within the meaning of Public Resources Code Section 21065 or California Environmental Quality Act Guidelines Section 15378, and notwithstanding the determination that this program is not a project, if this program were a project, it would be exempt pursuant to California Environmental Quality Act Guideline Sections 15061(b)(3), 15301, 15302, 15307, and 15308.

Resolution #

Date:

Page 2

**Now, Therefore, Be It Resolved** that the Sonoma County Water Agency Board of Directors authorizes and directs the General Manager of Sonoma Water to implement a loan program for property owners in Larkfield Estates who desire to connect to the public sewer in the Zone. The loan program shall be for owners of property within the Zone for the purpose of financing to pay for the costs to construct all necessary plumbing to extend and connect properties to a public sewer system, including the costs for construction of a main trunkline, collector sewer lines and laterals, and to pay for the fees or charges for the privilege of connecting to the public sewer. Such loans shall not exceed each property owner's pro rata share of the construction costs for extending the public sewer main trunkline, collector sewer lines and laterals, and the fees or charges for the privilege of connecting to the public sewer. Each loan shall be secured by a lien on the property, shall be included in and collected through annual property tax bills, shall be repaid with payments due according to the deadlines provided on such property tax bills; and

**Be It Further Resolved** the General Manager of Sonoma Water is authorized to allow individual loans to those property owners desiring to connect to the public sewer within the Zone in the amount of each property owner's pro rata share of the construction costs for extending the public sewer main trunkline, collector sewer lines and laterals. The loan for the construction costs described above shall include a 10 year grace period where no interest shall accrue, and no payments are due, beginning at execution of the Assessment Agreement. After the 10 year grace period, payments would be based on a 20-year period, with a fixed 2.5% interest rate loan; and

**Be It Further Resolved** the General Manager of Sonoma Water is authorized to allow individual loans to those property owners desiring to connect to the public sewer within the Zone in the amount of the then applicable fees or charges for the privilege of connecting to the public sewer. The loan for the fees or charges for the privilege to connect to the public sewer shall be a 20 year period, with a fixed 2% interest rate loan. The loan repayment period shall begin at the time of execution of the Assessment Agreement; and

**Be It Further Resolved** that the General Manager of Sonoma Water, the County Auditor and the County Treasurer-Tax Collector are authorized and directed to take all actions and sign all documents necessary and appropriate to carry out this resolution and the transactions authorized herein.

**Board of Directors of the Sonoma County Water Agency:**

Gorin:

Zane:

Gore

Hopkins:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

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Date: February 5, 2019

Item Number: \_\_\_\_\_  
Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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**Resolution Of The Board Of Directors Of The Sonoma County Water Agency Introducing, Reading The Title Of, And Waiving Further Reading Of An Ordinance Amending Sections 3.29 And 3.30 Of The Sonoma County Water Agency Sanitation Code**

**Whereas**, a proposed ordinance entitled Ordinance Amending Sections 3.29 and 3.30 of the Sonoma County Water Agency Sanitation Code has been introduced and the title has been read;

**Now, Therefore, Be It Resolved**, that further reading of the proposed ordinance is waived.

**Be It Further Resolved**, that Board of Directors for the Sonoma County Water Agency will consider the adoption of the proposed ordinance on February 26, 2019 at 575 Administration Drive, Room 102A, Santa Rosa, California.

**Be It Further Resolved**, that the Clerk of the Board shall cause a summary of the proposed ordinance to be published five (5) days in advance of the Board meeting to consider adoption of the ordinance in a newspaper of general circulation in the County of Sonoma, State of California.

**Board of Directors of the Sonoma County Water Agency:**

Gorin:	Zane:	Gore:	Hopkins:	Rabbitt:
Ayes:	Noes:	Absent:	Abstain:	

**So Ordered.**



**RECORDED AT NO FEE PER  
GOVERNMENT CODE § 6103  
RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Sonoma County Water Agency  
404 Aviation Boulevard  
Santa Rosa, CA 95403

Portion of APN: 058-050-042

Deed to Public Agency

**AGREEMENT AND GRANT OF EASEMENT**

**RMB Real Estate Investments 2, LLC**, a California limited liability company (hereinafter referred to as "Grantor") hereby grants to the **Sonoma County Water Agency**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California (hereinafter referred to as "Sonoma Water"), on behalf of the **Airport-Larkfield-Wikiup Sanitation Zone**, (hereafter referred to as the "Sanitation Zone") the following described easement.

**RECITALS**

WHEREAS, Grantor is the owner of certain real property in Sonoma County, California, more particularly described as follows:

The lands of RMB Real Estate Investments 2, LLC, a California limited liability company as described in that certain Grant Deed recorded on April 8, 2015 under Document Number 2015029202 of Official Records of the County of Sonoma (hereafter referred to as the "Grantor's Property").

WHEREAS, District requires a permanent easement over portions of the Grantor's Property, for the purposes of maintaining a sanitary sewer main in conjunction with the Larkfield Estates Collection System Project (the "Project") within that certain real property described in Exhibit "A" and shown for reference in Exhibit "A-1" (hereafter "the Easement Area"), attached hereto, and by this reference hereby made a part of this Agreement.

NOW, THEREFORE, for good and valuable consideration Grantor covenants and agrees as follows:

1. **GRANT OF NON-EXCLUSIVE EASEMENT TO SONOMA WATER:** Grantor does hereby grant to Sonoma Water a non-exclusive easement over the Easement Area for the following purposes: to excavate, install, repair, replace (with the initial or any other size), remove, re-construct, operate, maintain and use Sewer Pipelines and to make or construct or direct or authorize the making or construction of any connections or Sewer pipeline extensions to any property, including appurtenances, to the Sewer Pipelines in the Easement Area, as Sonoma Water shall from time to time elect for conveying sewage, together with adequate protection therefore, and also a right of ingress to and egress from the Easement Area over and across roads and lanes thereon, if such there be, otherwise by such roads or routes on Grantor's Property as shall occasion the least practicable damage and inconvenience to Grantor. The Sewer Line and any extensions or connections thereto, including appurtenances, are hereinafter referred to as "Sewer Lines."

Grantor further grants to Sonoma Water:

A. The right to excavate or fill within the Easement Area for the full width and to a reasonable depth thereof and to temporarily place excavated material for such work into land owned by Grantor along and outside the Easement Area to such extent as Sonoma Water's Engineer may find reasonably necessary;

B. The right to support Sewer Lines across ravines, swales and water courses within the Easement Area with such structures as Sonoma Water's Engineer shall from time to time elect;

C. The right of grading for, constructing, maintaining, and using such roads on and across the Easement Area as Sonoma Water's engineer may deem necessary in the exercise of said right of ingress and egress or to provide access to lands adjacent to said Area;

D. The right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter in the Easement Area and to trim and to cut down and clear away any trees in the vicinity of the Easement Area which now or hereafter in the opinion of Sonoma Water's Engineer may be a hazard to the Sewer Lines by reason of root damage, and which may interfere with the exercise of Sonoma Water's rights hereunder. Sonoma Water shall not be required to compensate Grantor for any such removal of trees and brush; provided, however, that all trees which Sonoma Water is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Grantor, but all trimmings, brush and refuse shall be removed by Sonoma Water;

E. The right to install, maintain, and use gates in all fences that now cross or shall hereafter cross the Easement Area.

2. **SONOMA WATER'S RESPONSIBILITIES:**

A. Except as specifically provided otherwise in this Agreement when Sonoma Water accepts this Grant of Easement, Sonoma Water as part of its acceptance agrees to the following: to backfill any trench made by it within the Easement Area or adjacent area and to repair damage on Grantor's Property resulting from Sonoma Water's activities under this Agreement, including damage to Grantor's private roads or lanes; provided, that Sonoma Water shall not be required to fully replace such roads or lanes but only to repair such damage, and Sonoma Water shall not be required to repair damage caused from routine maintenance activities due to Grantor's failure to properly maintain such roads or lanes, or due to improper construction of such roads or lanes;

B. Grantor shall not be responsible for the cost of recording this Agreement.

3. **GRANTOR'S RIGHTS AND RESPONSIBILITIES:**

A. Grantor reserves the right to use the Easement Area for purposes which will not interfere with Sonoma Water's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building or reservoir within the Easement Area, Grantor shall not construct any other structure or construction within the Easement Area which will interfere with Sonoma Water's rights herein, and Grantor shall not disturb or diminish or substantially add to the earth cover over the Sewer Lines ;

B. Grantor shall not drill or operate any well within 50 feet of the Sewer Lines.

C. Grantor shall not plant any trees, shrubs, vines or row crops within the easement area exclusionary zone described in Exhibit A and shown for reference in Exhibit A-1.

4. **FURTHER DESCRIPTION OF EASEMENT OVER GRANTOR'S PROPERTY:** The easement granted herein is a perpetual easement and right-of-way for the purposes articulated herein. The easement does not confer any responsibility or liability on the Sonoma Water for any hazardous materials, hazardous substances, or hazardous waste, as those terms are defined in any Federal, state or local law.

5. **TERM:** The easement granted herein shall continue indefinitely.

6. **GRANTOR STATEMENT:** Grantor represents that Grantor is not aware of any hazardous, toxic or petroleum product substances or materials in, on or near the subject property.

7. **IMMEDIATE ACCESS:** Grantor hereby grants permission to Sonoma Water, acting through its duly authorized agents, representatives, or contractors, to enter upon that portion of Grantor's

property needed in order to effectuate the purposes described herein. It is understood that Grantor does not waive liability of Sonoma Water or Sonoma Water's contractor for injury to person or property arising out of negligence in performing activities related to such purposes.

8. **SUCCESSORS:** This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successor, heirs, assigns and transferees, and all covenants shall apply to and run with the land.

9. **NOTIFICATION:** In the event Grantor sells, conveys, or assigns any property interests encumbered by this Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both parties as included herein.

10. **SURVIVAL OF AGREEMENT:** This Agreement, including all representations, warranties, covenants, agreements, releases and other obligations contained herein shall survive the closing of this transaction and the recordation of this easement agreement.

11. **ENTIRE UNDERSTANDING:** 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 California Code of Civil Procedure §1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

12. **SIGNATURES OF GRANTORS:** Grantor represents and warrants that (a) Grantor is the sole legal and lawful owners of the Property, (b) Grantor has the requisite authority to execute this agreement on behalf of the interest they represent herein, and to grant the easement conveyed herein to Sonoma Water, and (c) no other party has any legal or equitable claim to or interest in the Property.

13. **SUBORDINATION AGREEMENT:** Grantor warrants that Grantor is the owner in fee simple of the Property, and that on the date it executed this Agreement the Grantor's Property was not subject to any deeds of trust or other encumbrance other than the deeds of trust or encumbrances identified in Exhibit B, attached hereto and incorporated herein by this reference, whose trust deed beneficiaries have therein consented to this Agreement, agreed to subordinate their respective interests in the Grantor's Property to this Agreement, and covenanted that any sale made under the provisions of the respective deeds of trust or encumbrances shall be subject to this Agreement, pursuant to the executed Consent forms included in Exhibit B. No breach of or default of this Agreement shall affect the validity of the lien of any deed of trust or mortgage given in good faith and for value and encumbering any portion of the Grantor's Property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

**Grantor:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Brandon Broll

**Sonoma County Water Agency:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Grant Davis  
General Manager

By Agenda Item No. \_\_\_\_ on \_\_\_\_\_ of the Board of Directors  
of the Sonoma County Water Agency, the General Manager  
is authorized to sign this Agreement.

Approved as to Form for  
Sonoma County Water Agency:

By: \_\_\_\_\_  
Adam Brand  
Deputy County Counsel

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature \_\_\_\_\_  
Signature of Notary Public

**EXHIBIT "A"**

Insert Legal Description, signed and stamped by a Licensed Land Surveyor

**EXHIBIT "A-1"**

**Insert Plat of Easement**



**EXHIBIT "B"**

To

Agreement and Grant of Easement between the Sonoma County Water Agency and RMB Real Estate Investments 2, LLC, a California limited liability company dated \_\_\_\_\_.

**B.1 EXISTING DEEDS OF TRUST**

Deeds of Trust encumbering Grantor's Property as of the Effective Date of this Agreement:

1. Deed of Trust dated as of March 30, 2015, executed by RMB Real Estate Investments 2, LLC, a California limited liability company, as Trustor, to JP Morgan Chase Bank, N.A., as Trustee, in favor of JP Morgan Chase Bank, N.A., as Beneficiary, and recorded on April 8, 2015, as Document Number 2015029203 of Official Records of the County of Sonoma.

**B.2 EXECUTED CONSENT FORMS OF LIENHOLDERS SPECIFIED IN B.1**

**CONSENT OF LIENHOLDER/SUBORDINATION OF DEED OF TRUST**

**NOTICE: This Subordination Agreement results in your security interest in the property becoming subject to and of lower priority than the Easement described below.**

For valuable consideration, the undersigned, JP Morgan Chase Bank, N.A., the Beneficiary/Lienholder under that certain Deed of Trust dated as of March 30, 2015, executed by RMB Real Estate Investments 2, LLC, a California limited liability company, as Trustor, to JP Morgan Chase Bank, N.A., as Trustee, in favor of the undersigned, and recorded on April 8, 2015, as Document Number 2015029203, Official Records of County of Sonoma ("Deed of Trust") and encumbering the real property described in the Agreement and Grant of Easement identified above to which this Consent form is attached as Exhibit B ("Easement"), hereby consents to the Easement, and intentionally and unconditionally subordinates the lien or charge of the Deed of Trust in favor of the Easement, and understands that in reliance upon and in consideration of this subordination, specific obligations are being undertaken by the Sonoma County Water Agency, and as part and parcel thereof, specific monetary and other obligations are being and will be entered into by the Sonoma County Water Agency which would not be made or entered into but for said reliance on this subordination. In addition, the undersigned covenants that any sale or transfer made under the provisions of said Deed of Trust shall be subject to the Easement. Except as provided herein, nothing herein shall prejudice the undersigned, or its successors' or assigns' ability to retain any and all rights and interests pertaining to the Property per the recorded Deed of Trust against the Property and the Deed of Trust shall remain an enforceable priority lien encumbering the Property.

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

JP Morgan Chase Bank, N.A.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature \_\_\_\_\_  
Signature of Notary Public

\*\*\*\*\*

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Agreement and Grant of Easement dated \_\_\_\_\_, from **RMB Real Estate Investments 2, LLC**, a California limited liability company to the **Sonoma County Water Agency**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California, and the terms specified therein are hereby accepted pursuant to authority by Resolution No. 10-0140a of the Board of Directors of the Sonoma County Water Agency on February 24, 2010.

Sonoma County Water Agency

Dated: \_\_\_\_\_

\_\_\_\_\_  
Grant Davis  
General Manager

\*\*\*\*\*

**RECORDED AT NO FEE PER  
GOVERNMENT CODE § 6103  
RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Sonoma County Water Agency  
404 Aviation Boulevard  
Santa Rosa, CA 95403

---

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This Agreement, made and entered into on \_\_\_\_\_, 20\_\_, by and between the **Sonoma County Water Agency**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California (hereinafter called the “Grantee”), and the **Roger E. Depauw**, as Trustee of the Carolyn I. Depauw Revocable Trust dated September 26, 1990, as to an undivided 0.5% interest and **Brian J. Ruppenthal**, Trustee of the Brian J. Ruppenthal Trust dated November 24, 1991 as to an undivided 99.5% interest, each as Tenants in Common, (hereinafter called the “Grantor”).

**RECITALS**

WHEREAS, Grantor is the owner of certain real property in Sonoma County, California, more particularly described as follows:

The lands of Roger E. Depauw, as Trustee of the Carolyn I. Depauw Revocable Trust dated September 26, 1990, as to an undivided 0.5% interest and Brian J. Ruppenthal, Trustee of the Brian J. Ruppenthal Trust dated November 24, 1991 as to an undivided 99.5% interest, each as Tenants in Common as described in that certain Grant Deed recorded on April 8, 2015 under Document Number 2015029202 of Official Records of the County of Sonoma (hereafter referred to as the “Grantor’s Property”).

WHEREAS, Grantee wishes to obtain a Temporary Construction Easement (hereafter referred to as the “TCE”) over portions of Grantor’s Property for the purposes of access and construction of the Larkfield Estates Collection System Project (hereafter referred to as the “Project”) within that certain real property described in Exhibit “A” and shown for reference in Exhibit “A-1” (hereafter referred to as the “TCE Area”).

NOW, THEREFORE, for good and valuable consideration Grantor covenants and agrees as follows:

## A G R E E M E N T

1. TCE. Grantor hereby grants Grantee a TCE, subject to all the terms and conditions of this Agreement, to use that TCE Area. For purposes of use of this TCE, Grantee includes Sonoma County Water Agency employees, agents, and contractors.

2. Term. The initial term of this Agreement ("Initial Term") shall be 365 days, commencing on the date of the Project's Notice to Commence, and expiring at midnight 365 days after the Notice to Commence, unless earlier terminated in accordance with Section 5 below. Upon termination of this Agreement, Agency will record a Notice of Quitclaim of TCE generally in the form attached hereto as Exhibit C and incorporated herein.

3. Use. Grantee shall be able to use the Premises for purposes of Project access and construction purposes over and across said premises.

4. Indemnification. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity provision survives the Agreement.

5. Termination by Grantee. Grantee may terminate this Agreement for any reason whatsoever upon thirty (30) days prior written notice to Grantor.

6. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to Grantee: Sonoma County Water Agency  
Attention: General Manager  
404 Aviation Boulevard  
Santa Rosa, California 95403

If to Grantor: Brian J. Ruppenthal

P.O. Box 108  
Tomales, CA 94971

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section 6.

7. No Continuing Waiver. The waiver by Grantee of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.

8. Signatures of Grantor. Grantor represents and warrants that (a) Grantor is the sole legal and lawful owners of the Property, (b) Grantor has the requisite authority to execute this Agreement on behalf of the interest they represent herein, and to grant the Agreement conveyed herein to the Grantee, and (c) no other party has any legal or equitable claim to or interest in the Property.

9. Subordination Agreement. Grantor warrants that Grantor is the owner in fee simple of the Property, and that on the date it executed this Agreement the Grantor's Property was not subject to any deeds of trust or other encumbrance other than the deeds of trust or encumbrances identified in Exhibit B, attached hereto and incorporated herein by this reference, whose trust deed beneficiaries have therein consented to this Agreement, agreed to subordinate their respective interests in the Grantor's Property to this Agreement, and covenanted that any sale made under the provisions of the respective deeds of trust or encumbrances shall be subject to this Agreement, pursuant to the executed Consent forms included in Exhibit B. No breach of or default of this Agreement shall affect the validity of the lien of any deed of trust or mortgage given in good faith and for value and encumbering any portion of the Grantor's Property.

10. General Provisions.

10.1 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

10.2 Incorporation of Prior Agreements; Amendments. This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.

10.3 Binding Effect; Choice of Law. This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

10.4 Amount Due Payable in U.S. Money. All sums payable under this Agreement must be paid in lawful money of the United States of America.

10.5 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.

10.6 Construction of Agreement; Severability. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. Grantee and Grantor agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement. Grantor and Grantee 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. Grantor and Grantee further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

10.7 Relationship. The parties intend by this Agreement to establish the relationship of Grantor and Grantee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of Grantor and Grantee.

10.8 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

10.9 Survival of Agreement. This Agreement, including all representations, warranties, covenants, agreements, releases and other obligations contained herein shall survive the closing of this transaction and the recordation of this TCE Agreement.

10.10 Notification of Successors or Assigns. In the event Grantor sells, conveys, or assigns any property interests encumbered by this Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both parties as included herein.

**GRANTOR HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES THAT GRANTOR SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS.**



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Grantor: **Roger E. Depauw**, as Trustee of the Carolyn I. Depauw Revocable Trust dated September 26, 1990, as to an undivided 0.5% interest and **Brian J. Ruppenthal**, Trustee of the Brian J. Ruppenthal Trust dated November 24, 1991 as to an undivided 99.5% interest, each as Tenants in Common

By: \_\_\_\_\_  
Roger E. Depauw, Trustee

By: \_\_\_\_\_  
Brian J. Ruppenthal, Trustee

Grantee: **Sonoma County Water Agency**, a body corporate and politic of the State of California

By: \_\_\_\_\_  
Grant Davis  
General Manager

By Agenda Item No. \_\_\_\_ on \_\_\_\_\_ of the Board of Directors of the Sonoma County Water Agency, the General Manager is authorized to sign this Agreement.

Approved as to Form for  
Sonoma County Water Agency:

\_\_\_\_\_  
Adam Brand  
Deputy County Counsel

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

\_\_\_\_\_  
Signature of Notary Public

## **Exhibit A**

Insert Legal Description

**Exhibit A-1**

Insert Plat of TCE

**EXHIBIT "B"**

To

Agreement and Grant of Easement between the Sonoma County Water Agency and **Roger E. Depauw**, as Trustee of the Carolyn I. Depauw Revocable Trust dated September 26, 1990, as to an undivided 0.5% interest and **Brian J. Ruppenthal**, Trustee of the Brian J. Ruppenthal Trust dated November 24, 1991 as to an undivided 99.5% interest, each as tenants in common, dated \_\_\_\_\_.

**B.1 EXISTING DEEDS OF TRUST**

Deeds of Trust encumbering Grantor's Property as of the Effective Date of this Agreement:

1. Deed of Trust dated as of August 23, 2018, executed by Roger E. Depauw, as Trustee of the Carolyn I. Depauw Revocable Trust dated September 26, 1990, as to an undivided 0.5% interest and Brian J. Ruppenthal, Trustee of the Brian J. Ruppenthal Trust dated November 24, 1991 as to an undivided 99.5% interest, each as tenants in common, as Trustor, to First American Title Insurance Company, a Nebraska Corporation, as Trustee, in favor of Deborah Jean Bybee a married woman, as Beneficiary, and recorded on August 27, 2018, as Document Number 2018060740 of Official Records of the County of Sonoma.

**B.2 EXECUTED CONSENT FORMS OF LIENHOLDERS SPECIFIED IN B.1**

**CONSENT OF LIENHOLDER/SUBORDINATION OF DEED OF TRUST**

**NOTICE: This Subordination Agreement results in your security interest in the property becoming subject to and of lower priority than the Easement described below.**

For valuable consideration, the undersigned, Deborah Jean Bybee a married woman, the Beneficiary/Lienholder under that certain Deed of Trust dated as of August 23, 2018, executed by Roger E. Depauw, as Trustee of the Carolyn I. Depauw Revocable Trust dated September 26, 1990, as to an undivided 0.5% interest and Brian J. Ruppenthal, Trustee of the Brian J. Ruppenthal Trust dated November 24, 1991 as to an undivided 99.5% interest, each as tenants in common, as Trustor, to First American Title Insurance Company, a Nebraska Corporation, as Trustee, in favor of the undersigned, and recorded on August 27, 2018, as Document Number 2018060740, Official Records of County of Sonoma ("Deed of Trust") and encumbering the real property described in the Agreement and Grant of Easement identified above to which this Consent form is attached as Exhibit B ("Easement"), hereby consents to the Easement, and intentionally and unconditionally subordinates the lien or charge of the Deed of Trust in favor of the Easement, and understands that in reliance upon and in consideration of this subordination, specific obligations are being undertaken by the Sonoma County Water Agency, and as part and parcel thereof, specific monetary and other obligations are being and will be entered into by the Sonoma County Water Agency which would not be made or entered into but for said reliance on this subordination. In addition, the undersigned covenants that any sale or transfer made under the provisions of said Deed of Trust shall be subject to the Easement. Except as provided herein, nothing herein shall prejudice the undersigned, or its successors' or assigns' ability to retain any and all rights and interests pertaining to the Property per the recorded Deed of Trust against the Property and the Deed of Trust shall remain an enforceable priority lien encumbering the Property.

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

Deborah Jean Bybee a married  
woman

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me,

Date

Here Insert Name and Title of the Officer

personally \_\_\_\_\_ appeared

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

Signature of Notary Public

**EXHIBIT "C"**

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Sonoma County Water Agency  
404 Aviation Boulevard  
Santa Rosa, CA 95403

**QUITCLAIM DEED**

For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, **the Sonoma County Water Agency**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as "Transferor", does hereby remise, release, and forever quitclaim unto the **Roger E. Depauw**, as Trustee of the Carolyn I. Depauw Revocable Trust dated September 26, 1990, as to an undivided 0.5% interest and **Brian J. Ruppenthal**, Trustee of the Brian J. Ruppenthal Trust dated November 24, 1991 as to an undivided 99.5% interest, each as tenants in common, hereinafter referred to as "Transferee", all right, title and interest in and to that real property situate in the County of Sonoma, State of California, and described as follows:

Being a portion of the lands of Roger E. Depauw, as Trustee of the Carolyn I. Depauw Revocable Trust dated September 26, 1990, as to an undivided 0.5% interest and Brian J. Ruppenthal, Trustee of the Brian J. Ruppenthal Trust dated November 24, 1991 as to an undivided 99.5% interest, each as Tenants in Common as described in that certain Grant Deed recorded on April 8, 2015 under Document Number 2015029202 of Official Records of the County of Sonoma

Being that portion of the land granted to the Sonoma County Water Agency as described in that certain Temporary Construction Easement recorded on \_\_\_\_\_, under Document Number \_\_\_\_\_ of Official Records of Sonoma County.

IN WITNESS WHEREOF, Transferor has executed this instrument on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Transferor: Sonoma County Water Agency

By: \_\_\_\_\_  
Grant Davis  
General Manager



\*\*\*\*\*

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Temporary Construction Easement Agreement dated \_\_\_\_\_, from **Roger E. Depauw**, as Trustee of the Carolyn I. Depauw Revocable Trust dated September 26, 1990, as to an undivided 0.5% interest and **Brian J. Ruppenthal**, Trustee of the Brian J. Ruppenthal Trust dated November 24, 1991 as to an undivided 99.5% interest, each as tenants in common to the **Sonoma County Water Agency**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California, and the terms specified therein are hereby accepted pursuant to authority by Resolution No. 10-0140a of the Board of Directors of the Sonoma County Water Agency on February 24, 2010.

Sonoma County Water Agency

Dated: \_\_\_\_\_

\_\_\_\_\_  
Grant Davis  
General Manager

\*\*\*\*\*

**RECORDED AT NO FEE PER  
GOVERNMENT CODE § 6103  
RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Sonoma County Water Agency  
404 Aviation Boulevard  
Santa Rosa, CA 95403

---

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This Agreement, made and entered into on \_\_\_\_\_, 20\_\_, by and between the **Sonoma County Water Agency**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California (hereinafter called the “Grantee”), and the **RMB Real Estate Investments 2, LLC**, a California limited liability company, (hereinafter called the “Grantor”).

**R E C I T A L S**

WHEREAS, Grantor is the owner of certain real property in Sonoma County, California, more particularly described as follows:

The lands of RMB Real Estate Investments 2, LLC, a California limited liability company as described in that certain Grant Deed recorded on April 8, 2015 under Document Number 2015029202 of Official Records of the County of Sonoma (hereafter referred to as the “Grantor’s Property”).

WHEREAS, Grantee wishes to obtain a Temporary Construction Easement (hereafter referred to as the “TCE”) over portions of Grantor’s Property for the purposes of access and construction of the Larkfield Estates Collection System Project (hereafter referred to as the “Project”) within that certain real property described in Exhibit “A” and shown for reference in Exhibit “A-1” (hereafter referred to as the “TCE Area”).

NOW, THEREFORE, for good and valuable consideration Grantor covenants and agrees as follows:

## A G R E E M E N T

1. TCE. Grantor hereby grants Grantee a TCE, subject to all the terms and conditions of this Agreement, to use that TCE Area. For purposes of use of this TCE, Grantee includes Sonoma County Water Agency employees, agents, and contractors.
  
2. Term. The initial term of this Agreement ("Initial Term") shall be 365 days, commencing on the date of the Project's Notice to Commence, and expiring at midnight 365 days after the Notice to Commence, unless earlier terminated in accordance with Section 5 below. Upon termination of this Agreement, Agency will record a Notice of Quitclaim of TCE generally in the form attached hereto as Exhibit C and incorporated herein.
  
3. Use. Grantee shall be able to use the Premises for purposes of Project access and construction purposes over and across said premises.
  
4. Indemnification. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity provision survives the Agreement.
  
5. Termination by Grantee. Grantee may terminate this Agreement for any reason whatsoever upon thirty (30) days prior written notice to Grantor.
  
6. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to Grantee: Sonoma County Water Agency  
Attention: General Manager  
404 Aviation Boulevard  
Santa Rosa, California 95403

If to Grantor: RMB Real Estate Investments 2, LLC  
11260 Donner Pass Road  
Truckee, CA 96161

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section 6.

7. No Continuing Waiver. The waiver by Grantee of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.

8. Signatures of Grantor. Grantor represents and warrants that (a) Grantor is the sole legal and lawful owners of the Property, (b) Grantor has the requisite authority to execute this Agreement on behalf of the interest they represent herein, and to grant the Agreement conveyed herein to the Grantee, and (c) no other party has any legal or equitable claim to or interest in the Property.

9. Subordination Agreement. Grantor warrants that Grantor is the owner in fee simple of the Property, and that on the date it executed this Agreement the Grantor's Property was not subject to any deeds of trust or other encumbrance other than the deeds of trust or encumbrances identified in Exhibit B, attached hereto and incorporated herein by this reference, whose trust deed beneficiaries have therein consented to this Agreement, agreed to subordinate their respective interests in the Grantor's Property to this Agreement, and covenanted that any sale made under the provisions of the respective deeds of trust or encumbrances shall be subject to this Agreement, pursuant to the executed Consent forms included in Exhibit B. No breach of or default of this Agreement shall affect the validity of the lien of any deed of trust or mortgage given in good faith and for value and encumbering any portion of the Grantor's Property.

10. General Provisions.

10.1 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

10.2 Incorporation of Prior Agreements; Amendments. This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.

10.3 Binding Effect; Choice of Law. This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

10.4 Amount Due Payable in U.S. Money. All sums payable under this Agreement must be paid in lawful money of the United States of America.

10.5 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.

10.6 Construction of Agreement; Severability. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. Grantee and Grantor agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement. Grantor and Grantee 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. Grantor and Grantee further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

10.7 Relationship. The parties intend by this Agreement to establish the relationship of Grantor and Grantee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of Grantor and Grantee.

10.8 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

10.9 Survival of Agreement. This Agreement, including all representations, warranties, covenants, agreements, releases and other obligations contained herein shall survive the closing of this transaction and the recordation of this TCE Agreement.

10.10 Notification of Successors or Assigns. In the event Grantor sells, conveys, or assigns any property interests encumbered by this Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both parties as included herein.

**GRANTOR HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES THAT GRANTOR SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Grantor: **RMB Real Estate Investments 2, LLC**, a California limited liability company

By: \_\_\_\_\_  
Brandon Broll

Grantee: **Sonoma County Water Agency**, a body corporate and politic of the State of California

By: \_\_\_\_\_  
Grant Davis  
General Manager

By Agenda Item No. \_\_\_\_ on \_\_\_\_\_ of the Board of Directors of the Sonoma County Water Agency, the General Manager is authorized to sign this Agreement.

Approved as to Form for  
Sonoma County Water Agency:

\_\_\_\_\_  
Adam Brand  
Deputy County Counsel

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

\_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

\_\_\_\_\_  
Signature of Notary Public

## **Exhibit A**

Insert Legal Description



**Exhibit A-1**

Insert Plat of TCE

**EXHIBIT "B"**

To  
Agreement and Grant of Easement between the Sonoma County Water Agency and RMB  
Real Estate Investments 2, LLC, a California limited liability company dated  
\_\_\_\_\_.

**B.1 EXISTING DEEDS OF TRUST**

Deeds of Trust encumbering Grantor's Property as of the Effective Date of this  
Agreement:

1. Deed of Trust dated as of March 30, 2015, executed by RMB Real Estate Investments 2, LLC, a California limited liability company, as Trustor, to JP Morgan Chase Bank, N.A., as Trustee, in favor of JP Morgan Chase Bank, N.A., as Beneficiary, and recorded on April 8, 2015, as Document Number 2015029203 of Official Records of the County of Sonoma.

**B.2 EXECUTED CONSENT FORMS OF LIENHOLDERS SPECIFIED IN B.1**

**CONSENT OF LIENHOLDER/SUBORDINATION OF DEED OF TRUST**

**NOTICE: This Subordination Agreement results in your security interest in the property becoming subject to and of lower priority than the Easement described below.**

For valuable consideration, the undersigned, JP Morgan Chase Bank, N.A., the Beneficiary/Lienholder under that certain Deed of Trust dated as of March 30, 2015, executed by RMB Real Estate Investments 2, LLC, a California limited liability company, as Trustor, to JP Morgan Chase Bank, N.A., as Trustee, in favor of the undersigned, and recorded on April 8, 2015, as Document Number 2015029203, Official Records of County of Sonoma (“Deed of Trust”) and encumbering the real property described in the Agreement and Grant of Easement identified above to which this Consent form is attached as Exhibit B (“Easement”), hereby consents to the Easement, and intentionally and unconditionally subordinates the lien or charge of the Deed of Trust in favor of the Easement, and understands that in reliance upon and in consideration of this subordination, specific obligations are being undertaken by the Sonoma County Water Agency, and as part and parcel thereof, specific monetary and other obligations are being and will be entered into by the Sonoma County Water Agency which would not be made or entered into but for said reliance on this subordination. In addition, the undersigned covenants that any sale or transfer made under the provisions of said Deed of Trust shall be subject to the Easement. Except as provided herein, nothing herein shall prejudice the undersigned, or its successors’ or assigns’ ability to retain any and all rights and interests pertaining to the Property per the recorded Deed of Trust against the Property and the Deed of Trust shall remain an enforceable priority lien encumbering the Property.

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

JP Morgan Chase Bank, N.A.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me,

Date

Here Insert Name and Title of the Officer

personally \_\_\_\_\_ appeared

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

Signature of Notary Public

**EXHIBIT "C"**

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Sonoma County Water Agency  
404 Aviation Boulevard  
Santa Rosa, CA 95403

---

**QUITCLAIM DEED**

For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, **the Sonoma County Water Agency**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as "Transferor", does hereby remise, release, and forever quitclaim unto the **RMB Real Estate Investments 2, LLC, a California limited liability company**, hereinafter referred to as "Transferee", all right, title and interest in and to that real property situate in the County of Sonoma, State of California, and described as follows:

Being a portion of the lands of RMB Real Estate Investments 2, LLC, a California limited liability company as described in that certain Grant Deed recorded on April 8, 2015 under Document Number 2015029202 of Official Records of the County of Sonoma

Being that portion of the land granted to the Sonoma County Water Agency as described in that certain Temporary Construction Easement recorded on \_\_\_\_\_, under Document Number \_\_\_\_\_ of Official Records of Sonoma County.

IN WITNESS WHEREOF, Transferor has executed this instrument on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Transferor: Sonoma County Water Agency

By: \_\_\_\_\_  
Grant Davis  
General Manager

\*\*\*\*\*

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Temporary Construction Easement Agreement dated \_\_\_\_\_, from **RMB Real Estate Investments 2, LLC**, a California limited liability company to the **Sonoma County Water Agency**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California, and the terms specified therein are hereby accepted pursuant to authority by Resolution No. 10-0140a of the Board of Directors of the Sonoma County Water Agency on February 24, 2010.

Sonoma County Water Agency

Dated: \_\_\_\_\_

\_\_\_\_\_  
Grant Davis  
General Manager

\*\*\*\*\*

## LICENSE AGREEMENT

This Agreement, made and entered into on \_\_\_\_\_, 20\_\_, by and between the **Sonoma County Water Agency**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California (hereinafter called the “Licensee”), and **Insert Name of Licensor from vesting document**, (hereinafter called the “Licensor”).

### R E C I T A L S

WHEREAS, Licensor is the owner of certain real property in Sonoma County, California, more particularly described as follows:

The lands of **Insert Name of Licensor from vesting document**, as recorded on **Insert recording date of vesting document**, in Document Number **Insert vesting document number**, Official Records of Sonoma County, (hereafter referred to as the Licensor’s Property).

WHEREAS, Licensee wishes to obtain a license over portions of Licensor’s Property for the purposes of construction of a sewer lateral stub out for the Airport-Larkfield-Wikiup Sanitation Zone Larkfield Estates Collection System Project (the “Project”). The Project, in so far as it relates to or affects the Licensor’s Property, is described and depicted in the Project plans and specifications entitled “Airport-Larkfield-Wikiup Sanitation Zone Larkfield Estates Collection System Project, dated **Insert Date of Final Approved Plans** (the “Project Plans”), which is incorporated herein by this reference.

NOW, THEREFORE, in consideration of the Premises and of the agreements of the respective parties herein set forth, it is mutually agreed as follows:

### A G R E E M E N T

1. License. Licensor hereby grants Licensee a license (“License”), subject to all the terms and conditions of this Agreement, to use that portion of real property described in Section 2 below. For purposes of use of this License, Licensee includes Sonoma County Water Agency employees, agents, and contractors.

2. Premises. Licensee is hereby permitted to use that minimum portion of Licensor’s Property needed to construct the improvements as shown on the Project Plans (hereinafter, the “Premises”).

3. Term. The term of this Agreement shall commence on the date of the Project’s Notice to Commence, and shall expire on the first anniversary date of the filing

of the Project's Notice of Completion, generally in the form attached hereto as Exhibit A and incorporated herein, unless earlier terminated in accordance with Section 8 below.

4. Consideration. Consideration for this License is Licensor's and Licensee's mutual benefit in constructing the Project.

5. Use. Licensee shall be able to use the Premises for purposes of Project access and construction purposes over and across said Premises. It is understood between Licensee and Licensor that the purpose of this agreement is to provide for the Licensee's installation of a sewer lateral stub-out for the purposes of facilitating Licensor's connection of a building sewer to the Project as part of Licensee's construction of the Project. It shall be the obligation of the Licensor to provide the Licensee with the information necessary for Licensee to construct the lateral connection stub-out in a manner that will facilitate the Licensor's ability to successfully connect a building sewer to the Project. Nothing herein shall be construed or operate to create an obligation of or by Licensee to make the connections required or to establish or maintain a building sewer connection once licensee has completed installation of the sewer lateral stub-out.

6. Improvements. Licensor acknowledges and agrees that all improvements constructed on Licensor's Property by Licensee in accordance with the Project and as shown on the Project Plans shall become Licensor's sole and separate property upon the termination of this Agreement. Licensor accepts said improvements and responsibility for maintenance of said improvements.

7. Indemnification. Licensee agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release Licensor, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Licensee, arising out of or in connection with this Agreement, whether or not there is concurrent negligence on the part of Licensor, but excluding liability due to the sole active negligence or sole willful misconduct of Licensor. 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 Licensee or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

8. Termination by Licensee. Licensee may terminate this Agreement for any reason whatsoever upon thirty (30) days prior written notice to Licensor.

9. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to Licensee: Sonoma County Water Agency  
Attention: General Manager



404 Aviation Boulevard  
Santa Rosa, California 95403

If to Licensor: Insert Name of Licensor  
Insert Mailing Address of Licensor  
City, State Zip

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section 9.

10. No Continuing Waiver. The waiver by Licensee of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.

11. General Provisions.

11.1 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

11.2 Incorporation of Prior Agreements; Amendments. This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement, or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.

11.3 Binding Effect; Choice of Law. This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

11.4 Amount Due Payable in U.S. Money. All sums payable under this Agreement must be paid in lawful money of the United States of America.

11.5 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.

11.6 Construction of Agreement; Severability. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. Licensee and Licensor agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement. Licensor and Licensee 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. Licensor and Licensee further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

11.7 Relationship. The parties intend by this Agreement to establish the relationship of Licensor and Licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of Licensor and Licensee.

11.8 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

**LICENSOR HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES THAT LICENSOR SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Licensor: **Insert Name of Licensor from vesting document**

By: \_\_\_\_\_  
**Insert Name, Capacity**

Licensee: **Sonoma County Water Agency**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California

By: \_\_\_\_\_  
Grant Davis,  
General Manager

By Agenda Item No. \_\_\_\_\_ of the Board of Directors of the Sonoma County Water Agency, dated \_\_\_\_\_, the General Manager is authorized to sign this Agreement.

APPROVED AS TO FORM  
FOR LICENSEE:

\_\_\_\_\_  
Adam Brand  
Deputy County Counsel

**Exhibit "A"**

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN that the undersigned the Sonoma County Water Agency located at 404 Aviation Boulevard, Santa Rosa, California, caused certain work to be performed on property owned by the Sonoma County Water Agency, which work is generally described as follows:

Contract No. \_\_\_\_\_ for the Airport-Larkfield-Wikiup Sanitation Zone Larkfield Estates Collection System Project consisting of construction of a new sewer collection system with various appurtenances and connections to existing privately owned sewer laterals to residences located in the Airport-Larkfield-Wikiup Sanitation Zone.

The Project is located within the unincorporated County of Sonoma on easements or within licenses owned by the Sonoma County Water Agency, Sonoma County, California.

That the contract for the performance of such work was awarded to \_\_\_\_\_; that said work was complete on \_\_\_\_\_, 20\_\_\_\_, and was accepted by the Board of Directors on \_\_\_\_\_, 20\_\_\_\_; that said \_\_\_\_\_ is the contractor and \_\_\_\_\_ is the surety on the contractor's bonds.

STATE OF CALIFORNIA)  
COUNTY OF SONOMA)

Verification

I, Grant Davis, am General Manager of the Sonoma County Water Agency and am authorized to make this verification on behalf of the Sonoma County Water Agency. I have read the foregoing Notice of Completion and know the contents thereof. I am informed and believe, and thereon state, that the matters stated therein are true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Santa Rosa, California this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

By: \_\_\_\_\_  
Grant Davis  
General Manager

SONOMA COUNTY WATER AGENCY  
Santa Rosa, California

FILE:ROW/Larkfield Estates Collection System Project/  
<Insert Grantor Name> <Insert File Number>

## PURCHASE AGREEMENT

This Agreement is made by and between the **Sonoma County Water Agency**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California (hereinafter referred to as "Sonoma Water") and **<Insert Owner Name per vesting document>**, (hereinafter referred to as "Grantor").

It is agreed between the parties as follows:

1. **PROPERTY TO BE CONVEYED:** Grantor shall execute, have the signature(s) acknowledged, and deliver to Sonoma Water an Agreement and Grant of Easement in the form attached hereto, marked Exhibit "A", and made a part hereof by this reference, conveying to Sonoma Water an easement ("easement") referred to in said Exhibit "A". Grantor warrants that Grantor has the right and power to enter into this Agreement and to convey the subject property rights and, by said deed, does convey the subject property rights free and clear of all taxes, assessments, encumbrances, easements, liens, leases, deeds of trust, and claims of any kind whatsoever, except for such matters as may be waived by Sonoma Water.
2. **DEPOSIT OF DEED:** Upon receipt of the above deed, duly executed and acknowledged, Sonoma Water shall execute an acceptance of said deed and deposit said deed and acceptance with the Right-of-Way Section of Sonoma Water.
3. **TEMPORARY RIGHT OF OCCUPANCY:** Grantor shall execute, have the signature(s) acknowledged, and deliver to Sonoma Water a Temporary Construction Easement Agreement ("Temporary Construction Easement") in the form attached hereto as Exhibit "B", and made a part hereof by this reference, conveying to Sonoma Water a temporary construction easement for the Project as constructed within the as set forth in said Exhibit "B".
4. **CONSIDERATION:** The consideration for the subject property so conveyed by Grantor is **<Insert Amount> Dollars (\$X,XXX). Or (In lieu of the \$\_\_\_\_,\_\_\_\_\_ monetary compensation, Sonoma Water will \_\_\_\_\_.)** Sonoma Water shall pay all escrow, closing, and document recording fees incurred and the cost of a title insurance policy. Apart from the foregoing, Sonoma Water shall not be required or obligated to make any other payments in connection with or as a result of this Agreement, the acquisition of the subject property obtained hereunder, and the public project for which the subject property is obtained.
5. **CLAIMS RELEASE:** Grantor agrees that the consideration as stated above is full compensation and settlement for all claims of every kind and nature including, but not limited to, the fair market value of the subject property and all improvements thereon including improvements pertaining to the realty, loss of goodwill, if any, severance and other damages, if any, any bonus value in the lease, if there is any lease, and relocation assistance and benefits. Grantor further agrees that said consideration hereunder is in full and fair exchange for, and in complete settlement of, any and all claims for damage, loss, or expenses that have arisen or may arise on account of the actions contemplated

herein, including but not limited to any and all litigation expenses, fees, and costs relating thereto, and all damages and claims, if any, resulting from the public project and the actions contemplated herein.

6. **GRANTOR STATEMENT:** Grantor represents that Grantor is not aware of any hazardous, toxic or petroleum product substances or materials in, on or near the subject property.

7. **IMMEDIATE ACCESS:** Grantor hereby grants permission to Sonoma Water, acting through its duly authorized agents, representatives, or contractors, to enter upon that portion of Grantor's property needed in order to remove the existing improvements, if any, and to construct the proposed improvement and the necessary conforms to the proposed improvement. It is understood that Grantor does not waive liability of Sonoma Water or Sonoma Water's contractor for injury to person or property arising out of negligence in construction of the project.

8. **DUST CONTROL:** Normal best industry practices will be followed by the Sonoma Water or Sonoma Water's contractor in order to minimize the amount of dust caused by any work required by the construction on the proposed improvement and the necessary conforms to the proposed improvement.

9. **ACCESS:** Sonoma Water shall return all roads used to before condition at the end of the construction on the proposed improvement. Grantor understands and agrees that any road improvements completed as part of the project will be considered Grantor's sole property and Grantor will be solely responsible for maintenance and repair of said improvements.

10. **ESCROW:** Sonoma Water and Grantor shall sign escrow instructions, if necessary, to effect this Agreement and close escrow.

11. **TRUST DEED AND MORTGAGE PAYMENT:** Any or all monies payable under this Agreement up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled hereunder; said mortgagee(s) or beneficiary(ies) to furnish Grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deeds(s) of trust.

12. **RECORDING:** Either party may record this Agreement.

13. **SUCCESSORS:** This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors, heirs, assigns and transferees.

14. **NOTIFICATION:** In the event Grantor sells, conveys, or assigns any property interests encumbered by this Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both parties as included herein.

15. **SURVIVAL OF AGREEMENT:** This Agreement, including all representations, warranties, covenants, agreements, releases and other obligations contained herein shall survive the closing of this transaction and the recordation of the deed.

16. **ENTIRE UNDERSTANDING:** 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 California Code of Civil Procedure §1856. 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 caused this Agreement to be executed.

**Grantor:**

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

Insert Owner Name

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

Insert Owner Name

**Sonoma County Water Agency:**

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

Grand Davis  
General Manager

By Agenda Item No. \_\_\_\_\_ on \_\_\_\_\_ of the Board of Directors of the Sonoma County Water Agency, the General Manager is authorized to sign this Agreement.

Approved as to Form for  
Sonoma County Water Agency:

By: \_\_\_\_\_

Adam Brand  
Deputy County Counsel

**EXHIBIT "A"**



**EXHIBIT "B"**

**RECORDED AT NO FEE PER  
GOVERNMENT CODE § 6103  
RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Sonoma County Water Agency  
404 Aviation Boulevard  
Santa Rosa, CA 95403

---

APN: xxx-xxx-xxx

**RECORDED NOTICE AND ACKNOWLEDGMENT OF INTENTION TO CONNECT TO SEWER  
SYSTEM IN AIRPORT/LARKFIELD/WIKIUP SANITATION ZONE**

**WHEREAS**, \_\_\_\_\_ (“Owner”) is the owner of certain real property located within unincorporated County of Sonoma, State of California, with the address of \_\_\_\_\_ and Assessor’s Parcel Number: XXX-XXX-XXX; and

**WHEREAS**, in response to public demand for sewer services in the wake of the Sonoma Complex Fire, the Sonoma County Water Agency (Sonoma Water) is preparing the design for a project to extend sanitary sewer service (Project) to certain properties within Larkfield Estates which is within the Airport/Larkfield/Wikiup Sanitation Zone (ALWSZ); and

**WHEREAS**, the Project has been approved by the Board of Directors of Sonoma Water, and the decision of whether or not to connect to the Sanitary Sewer System is entirely voluntary; and

**WHEREAS**, in order to complete the design for the Project, it is necessary to determine which property owners within Larkfield Estates desire to voluntarily connect; and

**WHEREAS**, in order to have a property included within the design for the Project, the property owner is required to execute this Recorded Notice and Acknowledgment of Intention to Connect to Sewer System in Airport/Larkfield/Wikiup Sanitation Zone (Recorded Notice and Acknowledgment) and have it recorded in the Official Records of Sonoma County; and

**WHEREAS**, if Owner executes this Recorded Notice and Acknowledgment and records it in the Official Records of Sonoma County, the Owner’s property will be included within the design for the Project; and

**WHEREAS**, if a construction contract for the Project is approved by the Board of Directors of Sonoma Water, a Lateral Sewer will be constructed to the property line of all properties included in the design of the Project; and

**WHEREAS**, if the sanitary sewer service is available, the Sonoma County Water Agency Sanitation Code Section 3.06 requires that property to connect to the Public Sewer within ninety (90) days after the date of official notice to do so; and

**WHEREAS**, if a Lateral Sewer is constructed to the property line of a property within ALWSZ as part of the Proposed Project, the Sonoma County Water Agency intends to provide official notice requiring connection to the Public Sewer; and

**WHEREAS**, the sewer permit required for connection to the sanitary sewer system requires certain fees and costs to be paid by the property owner, including but not limited to, connection fees, annual sewer service charges, proportionate costs for the construction of the sanitary sewer main, costs of construction of the Lateral Sewer, and other fees as determined by Sonoma Water and the County of Sonoma.

**NOW THEREFORE**, Owner hereby acknowledges and understands the requirements stated above, and by affixing Owner's signature to this Recorded Notice and Acknowledgment Owner states the desire and intention that the property located at \_\_\_\_\_, with Assessor's Parcel Number XXX-XXX-XXX, be included in the design for the Project. Owner further acknowledges and agrees that by being included in the design for the Project, a Lateral Sewer will be constructed to the property line if a construction contract is awarded for the Project by the Board of Directors for Sonoma Water, and that once sewer services becomes available the property will be required to connect to the Sanitary Sewer System pursuant to the Water Agency Sanitation Code. Finally, Owner understands, acknowledges and agrees that the requirements as stated within this Recorded Notice and Acknowledgment are binding upon his/her successors in interest, transferees, heirs, devisees and assignees.

Capitalized terms and/or other terms not defined herein shall have the meanings set forth in the applicable Sanitation Code and/or Sonoma Water Standards.

**IN WITNESS WHEREOF**, Owner has executed this this Recorded Notice and Acknowledgment of Intention to Connect to Sewer System in Airport/Larkfield/Wikiup Sanitation Zone as set forth below.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Owner's Name

\_\_\_\_\_  
Owner's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

\_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature \_\_\_\_\_

Signature of Notary Public

\_\_\_\_\_

## **LARKFILED ESTATES SEWERING LOAN PROGRAM**

### **CONNECTION FEE ASSESSMENT AGREEMENT**

This Assessment Agreement (“Agreement”) is made and entered into as of the last day entered with the signatures below by and among, the Sonoma County Water Agency (“Sonoma Water”) and **[OWNER(S)]** (“Owner”).

#### **RECITALS**

- (a) Sonoma Water owns and operates the Airport/Larkfield/Wikiup Sanitation Zone (“Zone”).
- (b) The Larkfield Estates neighborhood, located within the unincorporated County of Sonoma, lies within the Zone but does not have sanitary sewer service available within the homes located within the subdivision.
- (c) The homes within Larkfield Estates were destroyed by the Sonoma Complex Fires in October 2017.
- (d) To assist residents who reside within Larkfield Estates in the rebuilding of their homes, Sonoma Water’s Board of Directors has approved a project to install a sanitary sewer system within Larkfield Estates.
- (e) Pursuant to the Sonoma County Water Agency Sanitation Code, property owners who connect to the sanitary sewer are required to pay connection fees as established by Sonoma Water.
- (f) The Board of Directors for Sonoma Water has established the Larkfield Estates Sewering Loan Program (“Program”) pursuant to which Sonoma Water may levy assessments against developed properties within the Zone, with the consent of the owners of the properties, to finance the costs of the connection fees for owners who voluntarily desire to connect their property to the sanitary sewer system.
- (g) The Program is authorized by Chapter 6 of Part 3 of Division 5 of the California Health and Safety Code (the “Act”).
- (h) Owner has submitted a Recorded Notice and Acknowledgment of Intention to Connect to Sewer System in Airport/Larkfield/Wikiup Sanitation Zone to participate in the Program, dated **[NOTICE DATE]** and incorporated by this reference (the “Notice”). The Notice describes, among other things, the connection fees associated with connecting the property of Owner, described in Exhibit A attached and incorporated by this reference (the “Property”), to the sanitary sewer system.
- (i) Owner wishes to borrow funds from the Sonoma Water to pay the connection fees associated with connecting the property of Owner to the sanitary sewer system, and repay Sonoma Water through assessments on Owner’s property tax bills.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

## AGREEMENT

### **1. Contract Documents.**

This Agreement, together with the Notice, and the documents and instruments attached to or referenced in this Agreement and the Notice, are collectively referred to herein as the "Contract Documents."

### **2. Contract Term.**

The term of this Agreement shall be until the Assessment described herein and all accrued interest thereon, together with any applicable penalties, costs, fees, and other charges have been paid in full.

### **3. Disbursement.**

Sonoma Water agrees to finance the connection fees Owner is required to pay to the Sonoma Water for the privilege of connecting Owner's property to the sanitary sewer system. The connection fees financed pursuant to this Agreement are **[DISBURSEMENT AMOUNT] Dollars (\$[0.00])** ("Disbursement Amount").

The Disbursement Amount shall be considered funds disbursed to Owner on the first day Sonoma Water is open for business ("Business Day") of the month immediately following the month in which the Agreement is executed.

### **4. Assessment and Lien.**

(a) Owner agrees that upon the execution of this Agreement by the parties, the Property is subject to an assessment levied against the Property pursuant to this Agreement, the Act, and applicable law, together with interest, (the "Assessment") and consents to levy of the Assessment on and recordation of a lien against the Property and waives any and all statutory notice or right to object to the imposition of the Assessment as a lien against the Property. Upon execution of this Agreement, Sonoma Water will execute and cause to be recorded in the office of the County Recorder a notice of assessment substantially in the form attached hereto as Exhibit B (the "Notice of Assessment").

(b) The execution of this Agreement by the parties constitutes the levy of the Assessment by the Board of Directors against the Property without any further action required by the parties.

(c) Upon recordation of the Notice of Assessment in the office of the County Recorder, the Assessment and each installment, together with any interest and penalties that become due on the Assessment, shall constitute a lien upon the Property until paid. The Assessment shall equal the Disbursement Amount plus Capitalized Interest, as defined in Section 5, below.

(d) Failure to pay any installment of the Assessment or any interest thereon, like failure to pay any property taxes pertaining to the Property, will result in penalties and interest accruing on

the amounts due. In addition, under those circumstances, Sonoma Water has the right to foreclose the lien of the Assessment.

**5. Collection of Assessment and Interest Thereon on Property Tax Bill; Capitalized Interest; Other Remedies.**

(a) Annual installments of the Assessment, together with the annual interest on the Assessment (collectively, the "Annual Payment"), shall be collected on the property tax bill pertaining to the Property. The Annual Payment coming due in any Tax Year (each being the period from July 1<sup>st</sup> through the following June 30<sup>th</sup>) shall be payable in the same manner and at the same time and in the same installments as the general taxes of the County of Sonoma on real property are payable and shall become delinquent at the same times and in the same proportionate amounts and shall bear the same penalties and interest after delinquency, and be subject to the same provisions for redemption and sale, as the general taxes on real property of the County of Sonoma.

(b) Following disbursement, Annual Payment installments shall be placed on the property tax bill as provided in Exhibit B.

The amount of interest accrued on the Connection Fee Disbursement Amount from the date of disbursement through September 1<sup>st</sup> of the first Tax Year ("Capitalized Interest") shall be added to the Disbursement Amount and included in the Assessment as principal.

(c) Interest shall accrue on the unpaid Assessment from the anniversary date the Disbursement Amount is disbursed to Owner at the simple interest rate of two percent (2.0%) per annum. Interest shall be computed on the basis of a three hundred sixty (360) day year. If a court of competent jurisdiction determines the interest or other charges provided for herein in connection with the Assessment exceed the limits permitted by applicable law, then: (i) any such interest or charge shall be reduced by the amount necessary to reduce the interest or charge to the permitted limit; and (ii) any sums already collected which exceed permitted limits will be refunded by the County of Sonoma. The Program Administrator may make the refund by making a direct payment to Owner or by crediting the refund amount against the next Annual Payment(s).

(d) Payments on the principal and interest for the Payments on the principal and interest for the Disbursement Amount shall become payable until first (1<sup>st</sup>) anniversary of the disbursement of the Disbursement Amount.

(e) The Assessment and the Estimated Annual Payments that may be placed on the tax roll each Tax Year are set forth in Exhibit B. The amounts set forth on Exhibit B are based on the assumption that the Sonoma Water disburses the Disbursement Amount to Owner on the first Business Day of the month following the month in which the Agreement is executed.

(f) The lien of the Assessment shall be coequal to and independent of the lien for general taxes, and, except as provided in Government Code Section 53936, not subject to extinguishment by the sale of the Property on account of the nonpayment of any taxes, and prior and superior to all liens, claims, and encumbrances on or against the Property except (i) the lien for general taxes or ad valorem assessments in the nature of and collected as taxes levied by the State of California or any county, city, special district, or other local agency, (ii) the lien of any special assessment or assessments the lien date of which is prior in time to the lien date of the Assessment, (iii) easements constituting servitudes upon or burdens to the

Property, (iv) water rights, the record title to which is held separately from the title to the Property, and (v) restrictions of record.

(g) Owner acknowledges that as a cumulative remedy, if any installment of the Assessment, or any interest thereon, together with any penalties, costs, fees, and other charges accruing under applicable taxation provisions are not paid when due, the Board of Directors of Sonoma Water may order that the same be collected by an action brought in a court of competent jurisdiction to foreclose the lien of the Assessment to the extent permitted, and in the manner provided by, applicable law.

## **6. Use of Proceeds.**

The Disbursement Amount shall be used for the sole purpose of paying for the connection fee. Owner is required to pay Sonoma Water for the privilege of connecting Owner's property to the sanitary sewer system.

## **7. Representations and Warranties of Owner**

Owner promises that each representation and warranty set forth below is true, accurate, and complete as of the date of this Agreement. By accepting the Disbursement Amount, Owner shall be deemed to have reaffirmed each and every representation and warranty made by Owner in the Application, as of the date of disbursement. If Owner comprises trustees of a trust, the following representations shall also pertain to the trustor(s) of the trust.

(a) Formation; Authority. If Owner is anything other than a natural person, it has complied with all laws and regulations concerning its organization, existence, and the transaction of its business, and is in good standing in each state in which it conducts its business. Owner is the owner of the Property and is authorized to execute, deliver, and perform its obligations under the Contract Documents, and all other documents and instruments delivered by Owner to Sonoma Water in connection therewith. The Contract Documents have been duly executed and delivered by Owner and are valid and binding upon and enforceable against Owner in accordance with their terms, and no consent or approval of any third party, which has not been previously obtained by Owner, is required for Owner's execution thereof or the performance of its obligations contained therein.

(b) Compliance with Law. Neither Owner nor the Property is in violation of, and the terms and provisions of the Contract Documents do not conflict with, any regulation or ordinance, any order of any court or governmental entity, or any building restrictions or governmental requirements affecting the Property.

(c) No Violation. The terms and provisions of the Contract Documents, the execution and delivery of the Contract Documents by Owner, and the performance by Owner of its obligations contained in the Contract Documents, will not and do not conflict with or result in a breach of or a default under any of the terms or provisions of any other agreement, contract, covenant or security instrument by which Owner or the Property is bound.

(d) Other Information. All reports, documents, instruments, information, and forms of evidence which have been delivered to Sonoma Water related to the Notice are accurate, correct, and sufficiently complete to give Sonoma Water true and accurate knowledge of their subject matter.



(e) Lawsuits. There are no lawsuits, tax claims, actions, proceedings, investigations, or other disputes pending or threatened against Owner or the Property which may impair Owner's ability to perform its obligations hereunder, or which may impair Sonoma Water's ability to levy and collect the Assessment.

(f) Accuracy of Declarations. The declarations of Owner contained in the Application are accurate, complete and true.

**8. Owner's Covenants.**

Owner shall pay the Annual Payment at the same time as the general taxes of the County of Sonoma on real property are payable.

**9. Owner Responsibility; Indemnification**

(a) Owner acknowledges that the Sonoma Water has established the Program solely for the purpose of assisting the owners of property in the Zone with the financing of the connection fees Owner is required to pay to the Sonoma Water for the privilege of connecting Owner's property to the sanitary sewer system. The Program is a financing program only.

(b) To the extent permitted by law, Owner shall indemnify, defend, and hold harmless Sonoma Water from and against all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs, and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorneys' fees) and any demands of any nature whatsoever related directly or indirectly to, or arising out of or in connection with, (i) the Contract Documents, (ii) disbursement of the Disbursement Amount, (iii) any breach by Owner under the Contract Documents, (iv) the levy and collection of the Assessment, (v) the imposition of the lien of the Assessment, and (vi) any other fact, circumstance, or event related to Sonoma Water's extension and payment of the Disbursement Amount to Owner or Owner's performance of its obligations under the Contract Documents (collectively, the "Liabilities"), regardless of whether such Liabilities shall accrue or are discovered before or after the disbursement.

(c) The indemnity obligations described in this Section shall survive the disbursement of funds to Owner, the payment of the Assessment in full, the transfer or sale of the Property by Owner, and the termination of this Agreement.

**10. Waiver of Claims.**

For and in consideration of Sonoma Water's execution and delivery of this Agreement, Owner, for itself and for its successors-in-interest to the Property and for any one claiming by, through, or under Owner, hereby waives the right to recover from and fully and irrevocably releases Sonoma Water from any and all claims, obligations, liabilities, causes of action, or damages, including attorneys' fees and court costs, that Owner may now have or hereafter acquire against any of Sonoma Water and accruing from or related to (i) the Contract Documents; (ii) the disbursement of the Disbursement Amount; (iii) the levy and collection of the Assessment; (iv) the imposition of the lien of the Assessment; and (v) any other matter with respect to the Program. This release includes claims, obligations, liabilities, causes of action, and damages of which Owner is not presently aware or which Owner does not suspect to exist which, if known by Owner, would materially affect Owner's release of Sonoma Water.

OWNER HEREBY ACKNOWLEDGES THAT OWNER HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

**Owner's Initials:** \_\_\_\_\_

The waivers and releases by Owner contained in this Section shall survive the disbursement of the Disbursement Amount, the payment of the Assessment in full, the transfer or sale of the Property by Owner, and the termination of this Agreement.

**11. Further Assurances.**

Owner shall execute any further documents or instruments consistent with the terms of this Agreement, including documents and instruments in recordable form, as County of Sonoma or Sonoma Water shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement and disbursing funds to Owner.

**12. Prepayment of Assessment.**

Owner may prepay the Assessment by paying the principal amount owing on the Assessment, and accrued interest, less a credit for interest paid and not yet accrued, if any, all as determined by the Program Administrator. Owner shall notify the Program Administrator in writing of Owner's determination to prepay the Assessment at least ten (10) Business Days prior to the date Owner intends to prepay the Assessment. Assessments may only be prepaid in full.

**13. Severability.**

Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

**14. No Waiver.**

No disbursement of the Disbursement Amount based upon inadequate or incorrect information shall constitute a waiver of the right of Sonoma Water to receive a refund thereof from Owner. No failure or delay by Sonoma Water in asserting any of its rights and remedies as to any breach or default shall operate as a waiver of any breach or default or of any such rights or remedies, or deprive Sonoma Water of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

**15. Notices.**

All notices and demands shall be given in writing by first class mail, postage prepaid, or by personal delivery (by recognized courier service or otherwise). Notices shall be considered given upon the earlier of (a) personal delivery or (b) two (2) business days following deposit in the United States mail, postage prepaid. Notices shall be addressed as provided below for the respective party; provided that if any party gives notice in writing of a change of name or address, notices to such party shall thereafter be given as demanded in that notice:

To County and Sonoma  
Water: Sonoma Water  
404 Aviation Boulevard  
Santa Rosa, CA 95403  
(707) 526-5370  
Attention: Larkfield Estates Sewering Loan Program  
Administrator

To Owner: [Name]  
[Address]  
[City, State, Zip]  
([Area Code]) [Phone Number]

Notwithstanding anything set forth above, after disbursement of funds to Owner, all notices regarding the Assessment shall be sent only as provided by state law.

**16. Governing Law.**

This Agreement shall be governed by the substantive law of the State of California, regardless of any law of conflicts to the contrary in any jurisdiction. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of Sonoma, State of California.

**17. Assignment.**

In no event shall Owner assign or transfer any portion of this Agreement or Owner's obligations under the Agreement without the prior express written consent of Sonoma Water, which consent may be granted or withheld in the sole and absolute discretion of Sonoma Water, nor shall Owner assign or transfer Owner's rights under this Agreement without prior written notice to Sonoma Water. Sale, transfer, or rental of the Property is not an assignment or transfer of this Agreement.

**18. Entire Agreement; Amendment; Counterparts.**

The Contract Documents comprise the entire agreement between the parties. Any other agreement related to the Repair, and any amendment to this Agreement, must be signed in writing by all parties. If there is more than one "Owner," the obligations hereunder of all Owners shall be joint and several.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

**19. No Third Party Beneficiary Rights**

This Agreement is entered into for the sole benefit of Owner and Sonoma Water and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under, or to this Agreement.

**IN WITNESS WHEREOF**, Owner and County have entered into this Agreement as of the last day signed below.

**Owner 1:**

**Owner 2:**

[OWNER 1 NAME]  
\_\_\_\_\_  
*Owner Name (Please Print)*

[OWNER 2 NAME]  
\_\_\_\_\_  
*Owner Name (Please Print)*

By: \_\_\_\_\_  
*Owner Signature (Must be Notarized)*

By: \_\_\_\_\_  
*Owner Signature (Must be Notarized)*

Date of Execution by Owner 1:  
  
\_\_\_\_\_, 20\_\_\_\_\_  
*Date Year*

Date of Execution by Owner 2:  
  
\_\_\_\_\_, 20\_\_\_\_\_  
*Date Year*

\_\_\_\_\_  
  
  
  
\_\_\_\_\_

**Sonoma Water:**

By: \_\_\_\_\_  
*Signature*

Name:

Date of Execution by Sonoma Water:  
  
\_\_\_\_\_, 20\_\_\_\_\_  
*Date Year*

**EXHIBIT A**  
**DESCRIPTION OF THE PROPERTY**

Owner(s) Name: [Owner(s) Name]  
Term of Agreement: [Agreement Term] Years  
Disbursements: Single  
Property Address: [Property Address]  
APN: [APN]

Legal Description:  
[Property Description]

**Owner's Initials:** \_\_\_\_\_

**EXHIBIT B**

**SCHEDULE OF ESTIMATED MAXIMUM ANNUAL PAYMENTS**

<u>ASSESSMENT</u>	<u>TAX YEARS</u>	<u>ESTIMATED ANNUAL PAYMENTS</u>
\$0.00	[Term]	\$0.00

The Assessment and Estimated Annual Payments are based on the following assumptions:

- 1.
2. Sonoma Water disburses the Disbursement Amount on the first Business Day of the month following the month in which the Agreement is executed. Interest accrues from the date of disbursement.
3. Repayment shall commence as indicated in the table below:

<u>DISBURSEMENT DATE(S)</u>	<u>FIRST TAX YEAR</u>	<u>FIRST-HALF OF ANNUAL PAYMENT DUE</u>
-----------------------------	-----------------------	---

4. The amount of interest accrued on the Disbursement Amount from the date of disbursement through September 1<sup>st</sup> of the first Tax Year ("Capitalized Interest") shall be added to the Disbursement Amount and included in the Assessment as principal.

**Owner's Initials:** \_\_\_\_\_

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public  
*Date Name and Title of Officer*

personally appeared \_\_\_\_\_  
*Name(s) of Signers*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

This area for official notary seal.

\_\_\_\_\_  
*Signature of Notary Public*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public  
*Date Name and Title of Officer*

personally appeared \_\_\_\_\_  
*Name(s) of Signers*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

This area for official notary seal.

\_\_\_\_\_  
*Signature of Notary Public*

## **LARKFILED ESTATES SEWERING LOAN PROGRAM CONSTRUCTION COSTS ASSESSMENT AGREEMENT**

This Assessment Agreement (“Agreement”) is made and entered into as of the last day entered with the signatures below by and among the Sonoma County Water Agency (“Sonoma Water”) and **[OWNER(S)]** (“Owner”).

### **RECITALS**

- (a) Sonoma Water owns and operates the Airport/Larkfield/Wikiup Sanitation Zone (“Zone”).
- (b) The Larkfield Estates neighborhood, located within the unincorporated County of Sonoma, lies within the Zone but does not have sanitary sewer service available within the homes located within the subdivision.
- (c) The homes within Larkfield Estates were destroyed by the Sonoma Complex Fires in October 2017.
- (d) To assist residents who reside within Larkfield Estates in the rebuilding of their homes, Sonoma Water’s Board of Directors has approved a project to install a sanitary sewer system within Larkfield Estates.
- (e) Pursuant to the Sonoma County Water Agency Sanitation Code, property owners who connect to the sanitary sewer are required to pay their proportionate share of the project costs for construction of the sewer main and the side sewers.
- (f) The Board of Directors for Sonoma Water has established the Larkfield Estates Sewering Loan Program (“Program”) pursuant to which Sonoma Water may levy assessments against developed properties within the Zone, with the consent of the owners of the properties, to finance the proportionate share of the construction costs for the sewer main and side sewers, for owners who voluntarily desire to connect their property to the sanitary sewer system.
- (g) The Program is authorized by Chapter 6 of Part 3 of Division 5 of the California Health and Safety Code (the “Act”).
- (h) Owner has submitted a Recorded Notice and Acknowledgment of Intention to Connect to Sewer System in Airport/Larkfield/Wikiup Sanitation Zone to participate in the Program, dated **[NOTICE DATE]** and incorporated by this reference (the “Notice”). The Notice describes, among other things, the construction of the sanitary sewer system and proportionate share of the project costs attributable to each property within the Zone for construction of the sewer main and side sewer associated with connecting the property of Owner, described in Exhibit A attached and incorporated by this reference (the “Property”), to the sanitary sewer system.



(i) Owner wishes to borrow funds from the Sonoma Water to pay the proportionate share of the project costs for construction of the sewer main and side sewer associated with connecting the property of Owner to the sanitary sewer system, and repay Sonoma Water through assessments on Owner's property tax bills.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

## **AGREEMENT**

### **1. Contract Documents.**

This Agreement, together with the Notice, and the documents and instruments attached to or referenced in this Agreement and the Notice, are collectively referred to herein as the "Contract Documents."

### **2. Contract Term.**

The term of this Agreement shall be until the Assessment described herein and all accrued interest thereon, together with any applicable penalties, costs, fees, and other charges have been paid in full.

### **3. Disbursement.**

Sonoma Water agrees to construct the sanitary sewer system and the side lateral up to the Owner's property line. The Owner's proportionate share of the project costs for construction of the sanitary sewer system and the side lateral are **[DISBURSEMENT AMOUNT] Dollars (\$[0.00])** ("Construction Disbursement Amount").

The Disbursement Amount shall be considered funds disbursed to Owner on the first day the Sonoma Water is open for business ("Business Day") of the month immediately following the month in which this Agreement is fully executed.

### **4. Assessment and Lien.**

(a) Owner agrees that upon the execution of this Agreement by the parties, the Property is subject to an assessment levied against the Property pursuant to this Agreement, the Act, and applicable law, together with interest, (the "Assessment") and consents to levy of the Assessment on and recordation of a lien against the Property and waives any and all statutory notice or right to object to the imposition of the Assessment as a lien against the Property. Upon execution of this Agreement, Sonoma Water will execute and cause to be recorded in the office of the County Recorder a notice of assessment substantially in the form attached hereto as Exhibit B (the "Notice of Assessment").

(b) The execution of this Agreement by the parties constitutes the levy of the Assessment by the Board of Directors against the Property without any further action required by the parties.

(c) Upon recordation of the Notice of Assessment in the office of the County Recorder, the Assessment and each installment, together with any interest and penalties that become due

on the Assessment, shall constitute a lien upon the Property until paid. The Assessment shall equal the Disbursement Amount plus Capitalized Interest, as defined in Section 5, below.

(d) Failure to pay any installment of the Assessment or any interest thereon, like failure to pay any property taxes pertaining to the Property, will result in penalties and interest accruing on the amounts due. In addition, under those circumstances, Sonoma Water has the right to foreclose the lien of the Assessment.

**5. Collection of Assessment and Interest Thereon on Property Tax Bill; Capitalized Interest; Other Remedies.**

(a) Annual installments of the Assessment, together with the annual interest on the Assessment (collectively, the "Annual Payment"), shall be collected on the property tax bill pertaining to the Property. The Annual Payment coming due in any Tax Year (each being the period from July 1<sup>st</sup> through the following June 30<sup>th</sup>) shall be payable in the same manner and at the same time and in the same installments as the general taxes of the County of Sonoma on real property are payable and shall become delinquent at the same times and in the same proportionate amounts and shall bear the same penalties and interest after delinquency, and be subject to the same provisions for redemption and sale, as the general taxes on real property of the County of Sonoma.

(b) Following disbursement, Annual Payment installments shall be placed on the property tax bill as provided in Exhibit B.

The amount of interest accrued on the Disbursement Amount, beginning on the tenth (10<sup>th</sup>) anniversary of the date of disbursement through September 1<sup>st</sup> of the tenth Tax Year ("Capitalized Interest"), shall be added to the Disbursement Amount and included in the Assessment as principal.

(c) Interest shall accrue on the unpaid Assessment from the tenth (10<sup>th</sup>) anniversary date the Disbursement Amount is disbursed to Owner at the simple interest rate of two and one half percent (2.5%) per annum. Interest shall be computed on the basis of a three hundred sixty (360) day year. If a court of competent jurisdiction determines the interest or other charges provided for herein in connection with the Assessment exceed the limits permitted by applicable law, then: (i) any such interest or charge shall be reduced by the amount necessary to reduce the interest or charge to the permitted limit; and (ii) any sums already collected which exceed permitted limits will be refunded by County of Sonoma. The Program Administrator may make the refund by making a direct payment to Owner or by crediting the refund amount against the next Annual Payment(s).

(d) Payments on the principal and interest for the Disbursement Amount shall not become payable until the tenth (10<sup>th</sup>) anniversary of the disbursement of the Construction Disbursement Amount.

(e) The Assessment and the Estimated Annual Payments that may be placed on the tax roll each Tax Year are set forth in Exhibit B. The amounts set forth on Exhibit B are based on the assumption that the Sonoma Water disburses the Disbursement to Owner on the first Business Day of the month following the month in which this Agreement is executed by Sonoma Water.

(f) The lien of the Assessment shall be coequal to and independent of the lien for general taxes, and, except as provided in Government Code Section 53936, not subject to extinguishment by the sale of the Property on account of the nonpayment of any taxes, and prior and superior to all liens, claims, and encumbrances on or against the Property except (i) the lien for general taxes or ad valorem assessments in the nature of and collected as taxes levied by the State of California or any county, city, special district, or other local agency, (ii) the lien of any special assessment or assessments the lien date of which is prior in time to the lien date of the Assessment, (iii) easements constituting servitudes upon or burdens to the Property, (iv) water rights, the record title to which is held separately from the title to the Property, and (v) restrictions of record.

(g) Owner acknowledges that as a cumulative remedy, if any installment of the Assessment, or any interest thereon, together with any penalties, costs, fees, and other charges accruing under applicable taxation provisions are not paid when due, the Board of Directors of Sonoma Water may order that the same be collected by an action brought in a court of competent jurisdiction to foreclose the lien of the Assessment to the extent permitted, and in the manner provided by, applicable law.

## **6. Use of Proceeds.**

The Disbursement Amount shall be used for the sole purpose of paying for Owner's proportionate share of the project costs for construction of the sewer main and the side lateral.

## **7. Representations and Warranties of Owner**

Owner promises that each representation and warranty set forth below is true, accurate, and complete as of the date of this Agreement. By accepting the Disbursement Amount, Owner shall be deemed to have reaffirmed each and every representation and warranty made by Owner in the Application, as of the date of disbursement. If Owner comprises trustees of a trust, the following representations shall also pertain to the trustor(s) of the trust.

(a) Formation; Authority. If Owner is anything other than a natural person, it has complied with all laws and regulations concerning its organization, existence, and the transaction of its business, and is in good standing in each state in which it conducts its business. Owner is the owner of the Property and is authorized to execute, deliver, and perform its obligations under the Contract Documents, and all other documents and instruments delivered by Owner to Sonoma Water in connection therewith. The Contract Documents have been duly executed and delivered by Owner and are valid and binding upon and enforceable against Owner in accordance with their terms, and no consent or approval of any third party, which has not been previously obtained by Owner, is required for Owner's execution thereof or the performance of its obligations contained therein.

(b) Compliance with Law. Neither Owner nor the Property is in violation of, and the terms and provisions of the Contract Documents do not conflict with, any regulation or ordinance, any order of any court or governmental entity, or any building restrictions or governmental requirements affecting the Property.

(c) No Violation. The terms and provisions of the Contract Documents, the execution and delivery of the Contract Documents by Owner, and the performance by Owner of its obligations contained in the Contract Documents, will not and do not conflict with or result in

a breach of or a default under any of the terms or provisions of any other agreement, contract, covenant or security instrument by which Owner or the Property is bound.

(d) Other Information. All reports, documents, instruments, information, and forms of evidence which have been delivered to Sonoma Water related to the Notice are accurate, correct, and sufficiently complete to give Sonoma Water true and accurate knowledge of their subject matter.

(e) Lawsuits. There are no lawsuits, tax claims, actions, proceedings, investigations, or other disputes pending or threatened against Owner or the Property which may impair Owner's ability to perform its obligations hereunder, or which may impair Sonoma Water's ability to levy and collect the Assessment.

(f) Accuracy of Declarations. The declarations of Owner contained in the Application are accurate, complete and true.

## **8. Owner's Covenants.**

Owner shall pay the Annual Payment at the same time as the general taxes of the County of Sonoma on real property are payable.

## **9. Owner Responsibility; Indemnification**

(a) Owner acknowledges that the Sonoma Water has established the Program solely for the purpose of assisting the owners of property in the Zone with the financing of Owner's proportionate share of the project costs for construction of the sanitary sewer system and the side lateral. The Program is a financing program only.

(b) To the extent permitted by law, Owner shall indemnify, defend, and hold harmless Sonoma Water from and against all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs, and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorneys' fees) and any demands of any nature whatsoever related directly or indirectly to, or arising out of or in connection with, (i) the Contract Documents, (ii) disbursement of the Disbursement Amount, (iii) any breach by Owner under the Contract Documents, (iv) the levy and collection of the Assessment, (v) the imposition of the lien of the Assessment, and (vi) any other fact, circumstance, or event related to Sonoma Water's extension and payment of the Disbursement Amount to Owner or Owner's performance of its obligations under the Contract Documents (collectively, the "Liabilities"), regardless of whether such Liabilities shall accrue or are discovered before or after the disbursement.

(c) The indemnity obligations described in this Section shall survive the disbursement of funds to Owner, the payment of the Assessment in full, the transfer or sale of the Property by Owner, and the termination of this Agreement.

## **10. Waiver of Claims.**

For and in consideration of Sonoma Water's execution and delivery of this Agreement, Owner, for itself and for its successors-in-interest to the Property and for any one claiming by, through, or under Owner, hereby waives the right to recover from and fully and irrevocably releases Sonoma Water from any and all claims, obligations, liabilities, causes of action, or damages, including

attorneys' fees and court costs, that Owner may now have or hereafter acquire against Sonoma Water and accruing from or related to (i) the Contract Documents; (ii) the disbursement of the Disbursement Amount; (iii) the levy and collection of the Assessment; (iv) the imposition of the lien of the Assessment; and (v) any other matter with respect to the Program. This release includes claims, obligations, liabilities, causes of action, and damages of which Owner is not presently aware or which Owner does not suspect to exist which, if known by Owner, would materially affect Owner's release of Sonoma Water.

OWNER HEREBY ACKNOWLEDGES THAT OWNER HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

**Owner's Initials:** \_\_\_\_\_

The waivers and releases by Owner contained in this Section shall survive the disbursement of the Disbursement Amount, the payment of the Assessment in full, the transfer or sale of the Property by Owner, and the termination of this Agreement.

**11. Further Assurances.**

Owner shall execute any further documents or instruments consistent with the terms of this Agreement, including documents and instruments in recordable form, as County of Sonoma or Sonoma Water shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement and disbursing funds to Owner.

**12. Prepayment of Assessment.**

Owner may prepay the Assessment by paying the principal amount owing on the Assessment, and accrued interest, less a credit for interest paid and not yet accrued, if any, all as determined by the Program Administrator. Owner shall notify the Program Administrator in writing of Owner's determination to prepay the Assessment at least ten (10) Business Days prior to the date Owner intends to prepay the Assessment. Assessments may only be prepaid in full.

**13. Severability.**

Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

**14. No Waiver.**

No disbursement of the Disbursement Amount based upon inadequate or incorrect information shall constitute a waiver of the right of Sonoma Water to receive a refund thereof from Owner. No failure or delay by Sonoma Water in asserting any of its rights and remedies as to any breach or default shall operate as a waiver of any breach or default or of any such rights or remedies, or deprive Sonoma Water of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

**15. Notices.**

All notices and demands shall be given in writing by first class mail, postage prepaid, or by personal delivery (by recognized courier service or otherwise). Notices shall be considered given upon the earlier of (a) personal delivery or (b) two (2) business days following deposit in the United States mail, postage prepaid. Notices shall be addressed as provided below for the respective party; provided that if any party gives notice in writing of a change of name or address, notices to such party shall thereafter be given as demanded in that notice:

To County and Sonoma  
Water: Sonoma Water  
404 Aviation Boulevard  
Santa Rosa, CA 95403  
(707) 526-5370  
Attention: Larkfield Estates Sewering Loan Program  
Administrator

To Owner: [Name]  
[Address]  
[City, State, Zip]  
([Area Code]) [Phone Number]

Notwithstanding anything set forth above, after disbursement of funds to Owner, all notices regarding the Assessment shall be sent only as provided by state law.

**16. Governing Law.**

This Agreement shall be governed by the substantive law of the State of California, regardless of any law of conflicts to the contrary in any jurisdiction. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of Sonoma, State of California.

**17. Assignment.**

In no event shall Owner assign or transfer any portion of this Agreement or Owner's obligations under the Agreement without the prior express written consent of Sonoma Water, which consent may be granted or withheld in the sole and absolute discretion of Sonoma Water, nor shall Owner assign or transfer Owner's rights under this Agreement without prior written notice

to and Sonoma Water. Sale, transfer, or rental of the Property is not an assignment or transfer of this Agreement.

**18. Entire Agreement; Amendment; Counterparts.**

The Contract Documents comprise the entire agreement between the parties. Any other agreement related to the Repair, and any amendment to this Agreement, must be signed in writing by all parties. If there is more than one "Owner," the obligations hereunder of all Owners shall be joint and several.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

**19. No Third Party Beneficiary Rights**

This Agreement is entered into for the sole benefit of Owner and Sonoma Water and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under, or to this Agreement.

**IN WITNESS WHEREOF**, Owner and County have entered into this Agreement as of the last day signed below.

**Owner 1:**  
\_\_\_\_\_  
*Owner Name (Please Print)*

**Owner 2:**  
\_\_\_\_\_  
*Owner Name (Please Print)*

By: \_\_\_\_\_  
*Owner Signature (Must be Notarized)*

By: \_\_\_\_\_  
*Owner Signature (Must be Notarized)*

Date of Execution by Owner 1:  
\_\_\_\_\_, 20\_\_\_\_\_  
*Date Year*

Date of Execution by Owner 2:  
\_\_\_\_\_, 20\_\_\_\_\_  
*Date Year*

\_\_\_\_\_  
  
\_\_\_\_\_  
*Date Year*

**Sonoma Water:**  
  
By: \_\_\_\_\_  
*Signature*  
  
Name:  
  
Date of Execution by Sonoma Water:  
\_\_\_\_\_, 20\_\_\_\_\_  
*Date Year*

**EXHIBIT A**  
**DESCRIPTION OF THE PROPERTY**

Owner(s) Name: [Owner(s) Name]  
Term of Agreement: [Agreement Term] Years  
Disbursements: Single  
Property Address: [Property Address]  
APN: [APN]

Legal Description:  
[Property Description]

**Owner's Initials:** \_\_\_\_\_



**EXHIBIT B**

**SCHEDULE OF ESTIMATED MAXIMUM ANNUAL PAYMENTS**

<u>ASSESSMENT</u>	<u>TAX YEARS</u>	<u>ESTIMATED ANNUAL PAYMENTS</u>
\$0.00	[Term]	\$0.00

The Assessment and Estimated Annual Payments are based on the following assumptions:

1. Sonoma Water disburses the Disbursement Amount on the first Business Day of the month following the month in which the Agreement is executed. Interest accrues from the tenth (10<sup>th</sup>) anniversary of the date of disbursement.
2. Repayment shall commence as indicated in the table below:

<u>DISBURSEMENT DATE(S)</u>	<u>FIRST TAX YEAR</u>	<u>FIRST-HALF OF ANNUAL PAYMENT DUE</u>
-----------------------------	-----------------------	---

3. The amount of interest accrued on the Disbursement Amount from the tenth (10<sup>th</sup>) anniversary of the date of disbursement through September 1<sup>st</sup> of the first Tax Year ("Capitalized Interest") shall be added to the Disbursement Amount and included in the Assessment as principal.

**Owner's Initials:** \_\_\_\_\_

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public  
*Date Name and Title of Officer*

personally appeared \_\_\_\_\_  
*Name(s) of Signers*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

This area for official notary seal.

\_\_\_\_\_  
*Signature of Notary Public*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public  
*Date Name and Title of Officer*

personally appeared \_\_\_\_\_  
*Name(s) of Signers*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

This area for official notary seal.

\_\_\_\_\_  
*Signature of Notary Public*

To:  Office of Planning and Research  
 P.O. Box 3044, Room 212  
 Sacramento, CA 95812-3044

Sonoma County Clerk  
 585 Fiscal Drive, Room 103  
 Santa Rosa, CA 95403

From: Airport/Larkfield/Wikiup Sanitation Zone  
 c/o  
 Sonoma County Water Agency  
 404 Aviation Blvd.  
 Santa Rosa, CA 95403

**Project Title:** Larkfield Estates Project

**Project Location - Specific:** Near the intersection of Mark West Springs Road and Old Redwood Highway, at the neighborhood known as Larkfield Estates near Larkfield-Wikiup, a census-designated place unincorporated area in Sonoma County, California (Figure 1).

**Project Location – City:** Unincorporated **County:** Sonoma

**Description of Nature, Purpose and Beneficiaries of Project:** The Sonoma Complex Fires, a series of fires that swept Sonoma County beginning on October 8, 2017, caused widespread damage in the community known as Larkfield Estates near Larkfield-Wikiup. The majority of the building structures in this area were completely burned to the ground and the entire neighborhood destroyed. Homes in the Larkfield Estates were connected to septic systems at the time of the fires. The Project would provide an opportunity to connect to a sewer collection system to help meet new septic conformance standards and to rebuild the community. The Project would include installation of approximately 10,000 linear feet of an 8-inch sewer main through the neighborhood of Larkfield Estates and connect to the existing sewer collection system located on Old Redwood Highway and Mark West Springs Road. Manholes would be needed at approximately 70 locations. Construction methods would include minor trenching and backfilling where surfaces are restored. The Project is largely within the existing public right of way, however two easement agreements will be required to serve the community. The Project has been determined to be consistent with the Sonoma County General Plan under Government Code 65402.

**Name of Public Agency Approving Project:** Sonoma County Water Agency

**Name of Person or Agency Carrying Out Project:** Airport/Larkfield/Wikiup Sanitation Zone

**Exempt Status:** (check one)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: §15301(b) Existing Facilities, §15303(d) New Construction or Conversion of Small Structures and §15304(f) Minor Alterations to Land
- Statutory Exemptions. State code number:

**Reasons why project is exempt:** The proposed project would result in rebuilt homes in the Larkfield Estates connecting to an existing sewer treatment plant. The proposed project would not involve alteration of the existing treatment plant to accommodate the additional equivalent single-family dwelling. There is no expansion of use as a result of the proposed project. The new construction of sewer pipelines will connect to an existing sewer trunk main that is serviced by the Zone. The proposed project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan. The Proposed Project is consistent with the General Plan (65402). Minor alterations to land would include minor trenching and backfilling that would not result in the removal of any healthy, mature, scenic trees. Upon completion of construction, all surfaces will be restored.

**Lead Agency Contact Person:** Connie Barton **Telephone:** 707-547-1905

**Signature:** \_\_\_\_\_ **Title:** General Manager

**Date:** 2/5/2019

Signed by Lead Agency  Signed by Applicant Date received for filing at OPR: \_\_\_\_\_

Figure 1. [Click here to enter text.](#)

## **Sonoma County Water Agency Sanitation Code Ordinance**

**Uniform Practices Governing (1) The Use of Sanitation Facilities of the Sonoma County Water Agency, (2) The Construction of Sanitation Facilities, (3) A Source Control Program, (4) A Grease, Oil, and Sand Interceptor Program, (5) An Enforcement Program, (6) Various Administrative Procedures and Related Matters, and (7) Repealing Certain Existing Related Ordinances.**

# SONOMA COUNTY WATER AGENCY SANITATION CODE ORDINANCE

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY WATER AGENCY, STATE OF CALIFORNIA, CONTAINING UNIFORM PRACTICES GOVERNING (1) THE USE OF SANITATION FACILITIES OF THE SONOMA COUNTY WATER AGENCY, (2) THE CONSTRUCTION OF SANITATION FACILITIES, (3) A SOURCE CONTROL PROGRAM, (4) A GREASE, OIL, AND SAND INTERCEPTOR PROGRAM, (5) AN ENFORCEMENT PROGRAM, (6) VARIOUS ADMINISTRATIVE PROCEDURES AND RELATED MATTERS, AND (7) REPEAL CERTAIN EXISTING RELATED ORDINANCES.

(Adoption by Ordinance 15 on 12/13/1994; amended by ordinance 21 on 05/07/1996; amended by Ordinance 23 on 02/10/1998; amended by Ordinance 28 on 12/14/1999; amended by Ordinance 43 on 12/26/2004; amended by Ordinance 53 on 03/17/2009; amended by Ordinance 57 on 3/2/2010; amended by Ordinance 80 on 12/3/2013). Amended by Ordinance 88 on 02/05/2019)

The Board of Directors of the Sonoma County Water Agency (Agency), State of California, ordains as follows:

**SECTION I.** The Sonoma County Water Agency Sanitation Code Ordinance shall read as follows:

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## ARTICLE I - GENERAL PROVISIONS

SECTION 1.01 -	AUTHORITY
SECTION 1.02 -	RULES AND REGULATIONS
SECTION 1.03 -	SHORT TITLE
SECTION 1.04 -	PURPOSE
SECTION 1.05 -	VIOLATIONS UNLAWFUL
SECTION 1.06 -	RELIEF ON VARIANCE APPLICATION
SECTION 1.07 -	RELIEF ON OWN MOTION
SECTION 1.08 -	GENERAL MANAGER
SECTION 1.08.01 -	CHIEF ENGINEER
SECTION 1.09 -	REPEAL

**SECTION 1.01 - AUTHORITY:** This regulation is adopted under authorization of Division 5, comprising Sections 4700 through Section 4857 and Sections 5470 through 5474.10 of the Health and Safety Code of the State of California and California Government Code Section 54738, et seq. The legal authority needed to implement a pretreatment program is listed in 40 CFR 403.8 (f)(1).

**SECTION 1.02 - RULES AND REGULATIONS:** The following rules and regulations setting forth uniform requirements for wastewater contributors to the Agency's collection, treatment, and disposal systems; establishing terms and conditions for new and existing sewer services; and providing the policy and direction for the design, inspection, and construction of all sanitation works to be accepted, owned, and operated by the Agency; are hereby adopted, and all work in respect thereto shall be performed as herein required and not otherwise, unless modified and adopted by ordinance or resolution, as applicable, by the Board of Directors of the Agency.

With respect to installation, alteration, or repair of sewer facilities, this Ordinance shall not, except as otherwise provided herein, apply retroactively and, in the event of an alteration or repair hereafter made, it shall apply only to the new materials and methods used therein. However, this Ordinance shall apply retroactively with respect to sewer use as set forth in Articles VI, IX, and X.

**SECTION 1.03 - SHORT TITLE:** This Ordinance shall be known as the *Sanitation Code of the Sonoma County Water Agency*.

**SECTION 1.04 - PURPOSE:** This Ordinance sets forth uniform requirements for contributors to the wastewater collection and treatment systems of the Agency, and enables the Agency to comply with all applicable State and Federal laws required by the Clean Water Act of 1977, as amended, and the General Pretreatment Regulations (40 CFR Part 403) which are on file at the Agency office. The objectives of this Ordinance are to:

- A. Comply with the laws of the State of California and of the United States relating to the protection of the environment, control of water pollution, disposal of hazardous wastes, and pretreatment of industrial discharges to Publicly Owned Treatment Works (POTW).

- B. Prevent the introduction of wastes into the Agency's wastewater system which will interfere with the operation of the system or other Agency operations.
- C. Prevent the introduction of wastes into the Agency's wastewater system which will pass through the system, inadequately treated, into receiving waters or the atmosphere or otherwise be incompatible with the system's overall operations.
- D. Prevent introduction of toxic substances to the Agency's wastewater system which could impair treatment processes or reach the environment in toxic amounts.
- E. Prevent the introduction of wastes into the system which may affect the Agency's ability to dispose of its ash, sludge, or other residuals.
- F. Improve the opportunity to recycle and reclaim wastewater and sludge from the system.
- G. Prevent the introduction of wastes that may be inadequately treated by Agency facilities and may adversely affect the environment, or may cause a violation of the Agency's National Pollution Discharge Elimination System (NPDES) Permit(s), or may contribute to the need for modification of the Agency's NPDES Permit(s).
- H. Protect Agency personnel while conducting activities related to the collection, treatment, and disposal of wastes through the Agency facilities.
- I. Prevent a public hazard or public nuisance arising from the collection, treatment, and disposal of wastes through the Agency system.
- J. Prevent the introduction of wastes to sewers connected to the Agency system that could result in the Agency being classified as a hazardous waste treatment, storage, or disposal facility under the laws of the State of California or the United States.
- K. Provide for equitable distribution of the costs of the Agency's source control program.

This Ordinance sets forth terms and conditions for the addition of new contributors to the Agency's wastewater collection systems including design, construction, and inspection requirements, and guidelines for establishing connection fees and development review services.

This Ordinance provides for the regulation of contributors to the Agency's wastewater collection systems through enforcement of general requirements for users and through the issuance of permits or permit contracts to certain users; authorizes monitoring and enforcement activities; requires user reporting where applicable; establishes administrative review procedures; and establishes the guidelines for establishing fees to provide equitable distribution associated with maintaining a source control program.

This Ordinance shall apply to all discharges within jurisdiction of the Agency and to discharges from other governmental bodies or agencies who, by contract or agreement with the Agency, are users of the Agency's treatment plants. Except as otherwise provided herein, the General



Manager of the Agency shall administer, implement, and enforce the provisions of this Ordinance.

**SECTION 1.05 - VIOLATIONS UNLAWFUL:** Following the effective date of this Ordinance, it shall be unlawful for any person to connect to, construct, install or provide, maintain, and use any sewage works of the Agency except as provided by this Ordinance.

**SECTION 1.06 - RELIEF ON VARIANCE APPLICATION:** When any person by reason of special circumstances is of the opinion that any provision of this Ordinance is unjust or inequitable as applied to his/her premises, he/she may make written application of a variance to the General Manager, stating the special circumstances, citing the provision complained of, and requesting suspension or modification of that provision as applied to his/her premises.

Upon receipt of such variance application, the General Manager shall review the application. If the General Manager does not object to the granting of a variance, the General Manager shall set the matter for a hearing before the Board as soon as practicable after review of the application and in accordance with Board procedures, and give written notice thereof to the applicant. If the General Manager objects to the granting of a variance, the General Manager shall provide a written denial to the applicant. The applicant may appeal the denial to the Board by providing a written appeal to the General Manager within fourteen

(14) days after receipt of the General Manager's written denial. Failure to appeal within this time frame shall constitute a waiver of the right to appeal. The appeal should include the applicant's arguments in support of the appeal. The General Manager shall then set the matter for hearing before the Board as soon as practicable in accordance with Board procedures. Whenever, in the judgment of the Board, it is unnecessary or unjust to require compliance with any provision of this title, the Board may grant a variance therefrom. In granting any such variance, the Board may impose any condition it determines is just and proper and will secure substantially the general objectives of this title. The application fee shall not exceed the administrative costs for processing the variance application and shall be calculated by the Agency and paid for by the applicant prior to the date of the Board hearing. Pending the hearing before the Board, the decision of the General Manager shall remain in full force and effect until acted on by the Board.

However, if such application is approved, the Board may, by resolution, suspend or modify the provision complained of, as applied to such premises, to be effective as of the date of the variance application approved by the Board, but only to the extent compatible with State and Federal laws, rules, and regulations pertaining to wastewater facilities.

**SECTION 1.07 - RELIEF ON OWN MOTION:** The Board may, on its own motion, find that by reason of special circumstances any provision of this regulation and Ordinance should be suspended or modified as applied to a particular premise, but only to the extent compatible with State and Federal laws, rules, and regulations pertaining to wastewater facilities, and may, by resolution, order such suspension or modification for such premises during the period of such special circumstances, or any part thereof.

**SECTION 1.08 - GENERAL MANAGER:** The Board shall employ a person to perform the duties of General Manager, which will include, but not be limited to, supervision of inspection,

installation, connection, maintenance, and use of all sanitation works of the Agency. The General Manager shall enforce all provisions of this Ordinance. The General Manager may delegate certain of his duties to other qualified officers or employees of the Agency or of the County. Any such delegation shall be in writing. Where General Manager is noted in this document, it shall mean General Manager or his/her designated representative. To the extent that any ordinance, resolution, agreement or other action approved by this Board has delegated any specific authority to a General Manager/Chief Engineer, such delegated authority shall be carried out by the General Manager except as provided herein. To the extent that the duties so delegated must, by law, be carried out by a California registered civil engineer, they shall be carried out by the Chief Engineer.

**SECTION 1.08.01 – CHIEF ENGINEER:** The General Manager shall appoint a Chief Engineer who shall be a California registered Civil Engineer.

**SECTION 1.09 - REPEAL:** All other ordinances and parts of other ordinances inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of such inconsistency or conflict. However, nothing in this Ordinance is intended to repeal, extinguish, suspend, or allow to elapse any obligation or requirement set forth in existing permits or allow to elapse any obligation to pay fees then due under prior ordinances.

## ARTICLE II - DEFINITIONS

### SECTION 2.01 - DEFINITIONS

### SECTION 2.02 - ADDITIONAL DEFINITIONS

### SECTION 2.03 - ABBREVIATIONS

**SECTION 2.01 - DEFINITIONS:** Other definitions exist in the Design and Construction Standards for Sanitation Facilities and in the Uniform Plumbing Code and other places. Where the definitions in this Ordinance conflict with the definitions in the Design and Construction Standards for Sanitation Facilities, or in the Uniform Plumbing Code, or other document, the definitions in this Ordinance shall prevail, then the definitions in the Design and Construction Standards, and then in other definitions.

For the purpose of this Ordinance, the terms used herein are defined as follows:

Act or "the Act" shall mean the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et. seq.

Agency shall mean the Sonoma County Water Agency including the Sanitation Zones, as applicable. In addition, the Agency acts as operator of the County Sanitation Districts.

Agency Facilities shall mean all of the Agency's system of collecting, conveying, treating, and disposing including, but not limited to, the collection system, treatment plant, and disposal facilities. This includes any publicly owned facility connected to the Agency's collection system which generates wastewater treated at the Agency's treatment plant(s).

Apartment Building shall mean a single residential building in undivided ownership comprised of multiple living units for rent or lease.

Applicant shall mean the person making application for a permit, and shall be the occupant and/or owner, or the occupant and/or owner's authorized representative of the premises to be served by the sewer for which a permit is required.

Average Four Day Limit - see Four Day Average Limit.

Average Monthly Limit - see Monthly Limit.

Batch Discharge shall mean intentional, controllable discharges that occur periodically within an industrial user's process (typically the result of a non-continuous process).

Beneficial Use shall mean the uses of the waters of the State that may be protected against quality degradation including, but not limited to, domestic, municipal, agricultural, and industrial supply; power generation; recreation; aesthetic enjoyment; navigation; preservation and enhancement of fish, wildlife and other aquatic resources or reserves; and other uses, both tangible or intangible, as specified by Federal or State law.

Best Management Practices (BMP) shall mean schedules of activities, prohibition of practices, maintenance procedures, and other management practices to prevent or reduce unintended discharges to the sanitary sewer system. BMP's include, but are not limited to, pretreatment requirements, operational procedures and practices, maintenance and repair of equipment, record keeping, containment to prevent spills or leaks, sludge or waste disposal, good housekeeping practices or diversion of water away from raw materials or chemical storage areas.

Biochemical Oxygen Demand (BOD) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five (5) days at twenty (20) degrees centigrade expressed in terms of weight and concentration [milligrams per liter (mg/L)].

Blowdown shall mean removal of accumulated solids in boilers to prevent plugging of boiler tubes and steam lines. In cooling towers, blowdown is used to reduce the amount of dissolved salts in the recirculating cooling water.

Board shall mean the Board of Directors of the Sonoma County Water Agency.

Building shall mean any structure used for human habitation or a place of business, recreation, or other purpose.

Building Sewer shall mean that portion of any sewer beginning at a point two (2) feet outside the foundation line of any building and running to the property line, public road/street right-of-way line, sewer easement right-of-way line, or to a private onsite wastewater treatment system.

Bypass shall mean the diversion of wastestreams from any portion of a user's treatment facility.

Categorical Limits shall mean industrial waste discharge pollutant effluent limits developed by EPA that are applied to the effluent from any industry in any category anywhere in the USA that discharges to a POTW. These are pollutant effluent limits based on the technology available to treat the wastestreams from the processes of the specific industrial category and normally are measured at the point of discharge from the regulated process. The pollutant effluent limits are listed in the *Code of Federal Regulations (CFR)*.

Categorical User shall mean all industrial users subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N, 405 - 471. These industries are known to have wastewater discharges which contain materials that, if untreated, can pose significant risks to personnel, collection systems, and wastewater treatment plant processes. These industries are required to pretreat process wastestreams to meet specific toxic pollutant limits set by the EPA prior to discharge to the system's sewers. Some examples of categorical industries include: metal finishers; electrical and electronic components manufacturers; canned and preserved seafood processors; timber products processors; and soap and detergent manufacturers. (see User Classifications, Section 6.16)

Categorical Standards shall mean national pretreatment standards which specify quantities or concentrations of pollutants or pollutant properties that may be discharged by industrial users in specified industrial subcategories.

Chain of Custody shall mean a record of each person involved in the possession of a sample, from the person who collected the sample -- to the person transporting the sample -- to the person who analyzed the sample in the laboratory -- to the person who witnessed disposal of the sample.

Chemical Oxygen Demand (COD) shall mean a measure of the oxygen-consuming capacity of inorganic and organic matter present in wastewater. COD is expressed as the amount of oxygen consumed from a chemical oxidant in mg/L during a specific test. Results are not necessarily related to the biochemical oxygen demand (BOD) because the chemical oxidant may react with substances that bacteria do not stabilize.

Clean Water Act shall mean an act passed by the U. S. Congress to control water pollution, known as the Federal Water Pollution Control Act of 1972 (Public Law [PL] 92-500). It was later amended in 1977, known as the Clean Water Act (PL 95-217), and amended again in 1987, known as the Water Quality Act (PL 100-4) and as later amended.

Cleanout shall mean a piped structure conforming to Agency Standards with a removable cap or cover installed at the upper end of a Main Sewer, at the edge of right-of-way for a Lateral Sewer, or in the on-site Building Sewer which provided access to the sewage collection system for the purpose of inserting tools for cleaning, removing blockages, and video inspection.

Collection System shall mean the Agency's sanitary sewers, pump stations, sample locations, manholes, and other similar facilities lying within a public road/street right-of-way or public sewer easement which accept, collect, and convey sanitary sewage to the Agency's treatment plant(s).

Combined Sewer shall mean a sewer receiving both surface runoff and sewage.

Commercial or Industrial Condominium shall mean a single building comprised of individually owned parcels/units intended as a place of business for commercial or industrial user enterprises.

Commercial User shall mean any non-residential user which is not included within the definitions and parameters of an SIU. Users in this classification generate no process wastewater and discharge only domestic wastewater to the sanitary sewer system.

Compatible Pollutants shall mean those pollutants that are normally removed by the POTW treatment system. Biochemical oxygen demand (BOD), suspended solids (SS), and ammonia are considered compatible pollutants.

Composite Grab Sample shall mean a sample consisting of at least four (4) grab samples taken during the entire sampling period.

Composite Sample shall mean a collection of individual samples obtained throughout the entire sampling period.

Conservative Pollutant shall mean a pollutant found in wastewater that is not changed while passing through the treatment processes in a publicly owned treatment works (POTW). This type of pollutant may be removed by the POTW treatment processes and retained in the plant's sludges or it may leave as part of the plant effluent. Heavy metals such as cadmium and lead are considered conservative pollutants.

Conventional Pollutants shall mean those pollutants which are usually found in domestic, commercial, or industrial wastes such as suspended solids, biochemical oxygen demand, pathogenic (disease-causing) organisms, adverse pH levels, and grease.

Contractor shall mean an individual, firm, corporation, partnership, or association duly licensed by the State of California to enter into contracts to perform the permitted work of installing Sewerage Works, or the owner(s) of private property constructing permitted Building Drains or Building Sewers or other Sewerage Works only on their own private property.

Cooling Water shall mean the water discharged from any source such as air conditioning, cooling, or refrigeration; or to which the only pollutant added is heat.

County shall mean the County of Sonoma, State of California.

Cross-Sectional Grab Sample shall mean a grab sample which is representative of the entire contents of a tank or container. This sample shall be collected using a technique that takes samples at various depths of the tank or container.

Design and Construction Standards for Sanitation Facilities shall mean the set of documents containing design and construction standards for all sanitation works of the Agency, dated February 3, 2009, together with subsequent amendments.

Dilution Stream shall mean any wastewater not generated by a process which is regulated for a specific pollutant by a categorical standard under 40 CFR 403, Subchapter N.

Direct Discharge shall mean a source that discharges pollutants directly into receiving waters (waters of the state).

Domestic Wastewater shall mean the liquid and solid waterborne wastes derived from the ordinary living processes of humans. Domestic wastewater shall be of such character as to permit satisfactory disposal, without special treatment, into the public sewer system or by means of a private onsite wastewater treatment system. For the purpose of this definition, domestic wastewater shall have a BOD and suspended solids concentration of 300 milligrams per liter or less.

Enforcement Response Plan (ERP) shall mean a plan which includes, but is not limited to, describing how the Agency will investigate and take appropriate enforcement actions for instances of noncompliance of the Sanitation Code; describing the types of escalating

enforcement responses the POTW will take in response to all anticipated types of user violations and the time periods within which responses will take place; identifying (by title) the official(s) responsible for each type of response; and adequately reflecting the POTW's primary responsibility to enforce all applicable pretreatment standards and requirements as outlined in 40 CFR 403.8(f)(1) and (f)(2).

Environmental Compliance Inspector shall mean any person, delegated by the General Manager, who conducts inspections and investigations of commercial and industrial facilities to ensure protection of the environment and compliance with Agency, local, state, and federal regulations.

Environmental Protection Agency or EPA shall mean the U.S. Environmental Protection Agency, or, where appropriate, the term may also be used as a designation for the Administrator or other duly authorized official of said agency.

Equivalent Single-Family Dwelling Unit (ESD) shall mean any structure constructed for occupancy of one single family. This classification includes trailers and mobile home units with connections to the Agency sewer systems.

Flow Proportional (Composite) shall mean the volume of each individual sample is proportional to the rate of flow at the time the sample was collected or individual samples of equal volume are collected at intervals determined by a specific volume of flow passing a sample point.

Foundation Drain shall mean a drainage system to collect and dispose of storm or ground water near the foundation of a building or in a basement of a building.

Four Day Average Limit shall mean any four (4) consecutive days of sampling and analysis collected during a given period of time (week, month, quarter, etc.) for specified industrial sources, e.g., electroplating. No calculated 4-day average limit may include sampling data from any other 4-day average.

Garbage shall mean solid wastes from the preparation, cooking, and dispensing of food and from the handling, storage, and sale of produce.

Grab Sample shall mean a sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and without consideration of time.

Granny Unit – See Second Dwelling Unit.

Hauled Waste shall mean any waste transported and discharged to the Agency POTW or sanitary sewer system from the place of origin or storage via rail, truck, or other mode of transportation.

Hazardous Waste shall mean any substance as defined in 40 CFR Part 261 Subpart C and D and Health and Safety Code Section 25141, and California Code of Regulations - Title 22, Division 4.5, Chapter 11, Section 66261 et. seq.

Holding Tank Waste shall mean any waste from either fixed or mobile holding tanks, including but not limited to, vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

Indirect Discharge shall mean the discharge or introduction of either domestic or industrial wastes into the sanitary sewer system for treatment prior to, or in lieu of, being discharged into receiving waters.

Industrial User (IU) shall mean any contributor of industrial waste or wastewater.

Industrial Wastewater shall be all water-carried wastes and wastewater of the community, excluding domestic wastewater, derived from any producing, manufacturing, processing, institutional, commercial, agricultural, or other operation. Industrial wastewater may also include wastes of human origin similar to domestic wastewater which have been mixed with industrial wastes or wastewater prior to discharge to the Agency's facilities. Industrial wastewater shall include wastes hauled by truck, rail, water vessel or other source regardless of origin.

Infiltration shall mean water entering the sewer system from the ground through such means as pipes, pipe joints, connections, or manhole walls.

Inflow shall mean water entering the sewer system from surface sources such as manhole covers, open cleanouts, yard or basement drains or roof drains.

Instantaneous Maximum Allowable Discharge Limit shall mean the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composite sample collected, independent of the industrial flow rate and the duration of the sampling event.

Interceptor shall mean an Agency-approved precast or cast-in-place concrete high-density polyethylene, coated steel, or other plastic containment device designed to intercept, trap, or otherwise prevent grease, sand, flammable liquids, or other substances potentially harmful to the sewerage system from entering said system.

Interference shall mean the inhibition or disruption of wastewater treatment plant operations or processes, sludge disposal and/or reuse, wastewater reclamation, or marsh processes or operations, which contributes to a violation of any requirement of the Agency's NPDES Permit(s) or other agency, local, state, and/or federal requirements.

Lateral Sewer shall mean the portion of a sewer connecting a Building Sewer to the Agency's Main Sewer which is owned by the Agency but maintained by the private property owner and lying within a public road/street or public sewer easement.

Living Unit shall be a structure containing a kitchen or electrical wiring and/or plumbing for potential use of a kitchen.



Main Sewer shall mean a public sewer lying within a public road/street or public sewer easement designed to accommodate one or more than one side sewer and for which suitable access can be provided for maintenance reasons at the sole discretion of the Agency.

Mass Discharge Rate shall be the weight of material discharged to the sewer system during a given time interval. Unless otherwise specified, the mass discharge rate shall be measured in pounds per day of a particular constituent or combination of constituents.

Maximum Daily Concentration shall mean the maximum allowable discharge of a pollutant during a calendar day. Where daily maximum limitations are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where maximum limitations are expressed in terms of concentration, the daily discharge is the arithmetic average of the pollutant concentration derived from all measurements taken that day.

Monthly Average Limit shall mean a fixed number of samples taken during a one month period, for specific industrial sources, e.g., metals finishing, and may be based on only one, or as many as 31 sampling events.

Multiple-Family Dwelling shall mean any structure under one ownership constructed for occupancy of more than one family, each separate living quarters to be referred to as a unit.

National Pollution Discharge Elimination System or NPDES Permit shall mean a permit issued pursuant to Section 402 of the Clean Water Act (33 U.S.C. 1342).

National Pretreatment Standard or Pretreatment Standard shall mean any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Sections 307(b) and (c) of the Clean Water Act which applies to Industrial Users. This term includes prohibitive discharge limits established pursuant to 40 CFR 403.5.

New Industrial User shall mean a person who has not contributed, or caused to be contributed, industrial waste or wastewater into Agency facilities from a given building, structure, facility, or installation. A "new source," as defined below, is included within the meaning of "new industrial user."

New Source shall mean any building, structure, facility, or installation from which there may be a discharge of pollutants, the construction of which commenced after the publication of proposed Federal pretreatment standards which will be applicable if such standards are thereafter promulgated, provided that: (1) the building, structure, facility, or installation is constructed at a site at which no other source is located; (2) the building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; (3) the production of wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant and the extent to which the new facility is engaged in the same general type of activity as the existing source would be considered.

New User shall mean a person who has not contributed, or caused to be contributed, waste or wastewater into Agency facilities from a given building, structure, facility, or installation. If the building, structure, or facility owner changes its use, it shall be considered a new user. A "new source," as defined previously, is included within the meaning of "new user."

Non-Compatible Pollutants shall mean pollutants which are not normally removed by the POTW treatment system. These pollutants may include but are not limited to toxic wastes and pollutants which pass-through or interfere with the treatment system and those pollutants as listed by EPA. Examples of non-compatible pollutants include heavy metals such as copper, nickel, lead and zinc; organics such as methylene chloride, 1,1,1-trichloroethylene, methyl ethyl ketone, acetone, and gasoline; or sludges.

Notice of Violation (NOV) shall mean a document issued by the Agency informing the user that it has violated the Agency's Sanitation Code and that appropriate corrective action must be taken.

Onsite Wastewater Treatment System(s) shall mean individual disposal systems, community collection and disposal systems, and alternative collection and disposal systems that use subsurface disposal. The short form of the term may be singular or plural. OWTS do not include "graywater" systems pursuant to Health and Safety Code Section 17922.12.

Ordinance shall mean the Sanitation Code including any and all amendments thereto.

Outside Sewer shall mean a sanitary sewer which extends beyond the jurisdictional boundaries of the Agency's Sanitation Zones.

Parcel shall mean the land or air space associated with an Assessor's Parcel Number.

Pass Through shall mean a discharge from wastewater treatment facilities into waters of the state in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, contributes to a violation of any requirement of the Agency's NPDES Permit(s) or other State and/or Federal requirements.

Permit shall mean any written authorization required pursuant to this Ordinance or other Agency rules and regulations prior to the installation or construction of any specific sewage works under specific conditions at specific locations, or the use of any public sewers.

Permittee shall mean a person to whom the Agency has issued a permit for sewer construction or use.

Person shall mean any individual, firm, company, partnership, association, and private or public or municipal corporations, trust, estate, the United States of America, the State of California, districts, all political subdivisions, governmental agencies, or other legal entities and mandataries thereof, or their legal representatives. The masculine gender shall include the feminine and the singular shall include the plural where indicated by the context.

pH shall mean the logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in moles per liter of solution.

Plumbing Fixture Units shall mean fixture unit load values for the sizing drainage piping and Building Sewers, computed from Section 703.2 and Tables 7-3 and 7-4 of Chapter 7 of the California Plumbing Code (most recent County adopted version); however, minimum Building Sewer size shall be four (4) inches in diameter.

Plumbing System shall mean all plumbing fixtures and traps; or soil, waste, special waste and vent pipes; and all sanitary sewer pipes within a building and extending to the building sewer connection two (2) feet outside the building foundation thereof.

Pollutant shall mean any dredged spoil; solid waste; incinerator residue; sewage; garbage; sewage sludge; munitions; hazardous wastes; chemical wastes; biological materials; radioactive materials; heat; wrecked or discharged equipment; rock; sand; cellar dirt; and industrial, municipal, and agricultural waste discharged into water; or any other pollutant as defined in Section 502 (6) of the Clean Water Act.

Pollution shall mean an alteration of the quality of the waters of the State by waste to a degree which unreasonably affects (1) such waters for beneficial use, or (2) facilities which serve such beneficial uses, or which create a hazard to the public health.

Pollution Prevention shall mean any action which causes a net reduction generation of hazardous and/or non-hazardous waste, and may also include any steps taken (a) before a hazardous waste is generated to lessen the properties which cause the waste to be classified as hazardous, or (b) to reduce pollutant loadings from all process discharges prior to disposal to a POTW.

Pretreatment or Treatment shall mean the reduction, elimination, and/or the alteration of the amount or nature of pollutant properties in wastewater to a less harmful state prior to, or in lieu of, discharging or otherwise introducing such pollutants into Agency facilities. Reduction, alteration or elimination may be obtained by physical, chemical, or biological processes; or process changes by other means, except as prohibited by State and Federal regulations.

Pretreatment Requirements shall mean any substantive or procedural treatment requirement, other than a National Pretreatment Standard, applicable to the industrial user.

Pretreatment Standard shall mean any regulation of the Agency, State, or EPA containing pollutant discharge limits or other procedural or substantive requirements of the user.

Priority Pollutants shall mean those toxic pollutants listed in Appendix D of the Clean Water Act.

Private Main Sewers shall mean:

1. Those on-site main sewers for which adequate access cannot be provided for public maintenance purposes at the sole discretion of the Agency, and which serve multiple buildings on a single parcel or multiple parcels, and for which there is an existing contract between the Agency and the responsible owners' association representing the multiple buildings or multiple parcels.

2. Those on-site main sewers for Mobile Home Parks or Public Schools that are under the jurisdiction of the State of California Department of Housing and Community Development or the State Division of Architecture, respectively.

Process Water shall mean water used in any manufacturing, forming or thermal process, or any other operation during which its characteristics are modified.

Public Sewer shall mean Main Sewers and Lateral Sewers within public roads/streets or within public sewer easements and which are directly controlled by or under the jurisdiction of the Agency.

Publicly Owned Treatment Works (POTW) shall mean a treatment works which is owned by a state, municipality, city, town, special sewer district, or other publicly owned and financed entity (defined by Section 502(4) of the Act) as opposed to a privately (industrial) owned treatment facility. The term POTW also includes any devices and/or systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of liquid nature. Also included are sewers, pipes, and other conveyances that convey wastewater to the POTW treatment plant. (see Direct and Indirect Discharge)

Representative Sample shall mean a sample portion of material or wastestream that is as nearly identical in content and consistency as possible to that in the larger body of material or wastestream being sampled.

Residential Condominium shall mean a single residential structure comprised of multiple individually owned living units.

Revocation shall mean the cancellation or nullification of the industrial user's permit, which terminates all rights and privileges of the industrial user to discharge to the Agency's sanitary sewer system on a permanent basis.

Roof Drain shall mean a drain designed to collect rainfall from a building roof.

Sanitary Sewer or Sewer shall mean a pipe or conduit which carries sewage and to which storm, surface, and groundwaters are not intentionally admitted.

Sanitary Sewer System or Sewer System shall mean Main Sewers, Lateral Sewers, pipes, manholes, cleanouts, or any other appurtenance which facilitates the flow of waste or wastewater to the Treatment Plant.

Second Dwelling Unit - A detached, second living unit on a single parcel in undivided ownership with a size less than or equal to 840 square feet, or as otherwise determined by the Sonoma County Permit and Resource Management Department, Planning Section, in accordance with the Sonoma County General Plan.

Septic Tank Waste shall mean any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

Sewage or Wastewater shall mean a combination of water-carried wastes from residences, business buildings, institutions, and industrial establishments.

Sewage or Wastewater Treatment Plant shall mean any arrangement of devices and structures used for treating wastewater.

Sewage Works or Sewerage shall mean all facilities for collecting, pumping, treating, and disposing of sewage or wastewater.

Sewer shall mean a pipe or conduit for carrying sewage.

Set of Pumps shall mean a fuel dispensing device capable of simultaneously fueling two vehicles.

Side Sewer shall mean all piping included in the privately owned Building Sewer and the publicly owned Lateral Sewer.

Significant Industrial User (SIU) shall mean any industrial user of the Agency's wastewater disposal system who (1) has a discharge flow of 25,000 gallons or more per average work day, or (2) has a dry weather flow or organic capacity greater than five (5) percent of the capacity of the Agency's wastewater treatment system, or (3) has in his/her wastes, toxic pollutants as defined pursuant to Section 307 of the Act or in the California Statutes and Regulations, or (4) is found by the Agency, Regional Water Quality Control Board, or the U.S. Environmental Protection Agency (EPA) to have significant impact, either singly or in combination with other contributing industries, on the wastewater treatment system, the quality of sludge, the system's effluent quality, or air emissions generated by the system and as defined in 40 CFR 403.3 (t). (see SIU Classifications, Article 6)

SIC Code shall mean the Standard Industrial Classification Code, a code numbering system used to identify various types of industries.

Significant Noncompliance (SNC) shall mean any violation of pretreatment standards or requirements as defined in 40 CFR 403.8(f)(2)(viii). SNC includes, but is not limited to, instances of chronic violations of wastewater discharge limits, slug discharges, violations of compliance schedule milestones, failure to provide compliance data, failure to follow Best Management Practices (BMPs), failure to accurately report noncompliance, or any other violation or group of violations.

Slug Discharge shall mean a discharge capable of causing adverse impacts to the Agency, its workers, or the environment; or any pollutant including an oxygen-demanding pollutant released in a discharge at a flow rate and/or pollutant concentration which may cause interference with the operation of the Agency's sanitation system. The discharge will be considered a slug discharge if the flow rate, concentrations, or quantities of pollutants exceed for any time period longer than: (1) fifteen (15) minutes, or (2) more than five (5) times the average twenty-four (24) hour concentration, quantity, or flow during normal operations. A slug discharge is considered to be a discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch discharge.

Solid Wastes shall mean all non-waterborne wastes, including garbage, recyclable and non-recyclable solid wastes, such as paper, plastics, demolition debris, and all other solid waste products of the community.

Source Reduction - See Pollution Prevention

Standard Industrial Classification (SIC) shall mean a classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1972, and any amendments thereto.

Standard Methods shall mean the "Standard Methods for the Examination of Water and Wastewater," a joint publication of the American Public Health Association (APHA), American Water Works Association (AWWA), and the Water Environment Federation (WEF), which outlines accepted laboratory procedures used to analyze the impurities in water and wastewater and as it may be amended.

State shall mean the State of California.

Storm Sewer or Storm Drain shall mean a pipe or other conveyance which is designed to carry unpolluted storm and surface waters or groundwaters and subsurface drainage waters, excluding sewage, which does not discharge to a POTW.

Storm Water shall mean the water running off or draining from the surface or subsurface of an area during and after a period of rain or irrigation.

Street shall mean any public highway, road, street, avenue, alley, way, public sewer easement, or public right-of-way used by, or to be used for, vehicle movement and for access to public sanitary sewer systems.

Subdivision shall mean improved or unimproved land or lands divided for the purpose of sale or lease, whether immediate or future, into two (2) or more lots or parcels.

Surcharge shall mean a charge for service in addition to the basic sewer user and debt service charge, for those users whose discharge contains biochemical oxygen demand (BOD), chemical oxygen demand (COD), suspended solids (SS), or ammonia nitrogen (N-NH) in concentrations which exceed limits specified herein for such pollutants.

Suspended Solids shall mean the total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquids, and which is removable by laboratory filtering.

Suspension shall mean a temporary physical interruption of sewer service without revoking the permit.

Time Proportional (composite) shall mean samples of equal volume collected at regular intervals of at least once each hour regardless of flow.

Toxic Pollutants shall include, but not be limited to, any pollutant identified pursuant to Section 307(a) of the Clean Water Act. Prohibited materials include organic solvents, pesticides, radiator fluids, organophosphates or similar chemical compounds used as algaecides, bactericides, fungicides, herbicides, insecticides, or pesticides. A list of toxic pollutants is on file at the Agency office.

Trap shall mean a cast iron or stainless steel containment device used for trapping substances in order to prevent grease, sand, or flammable liquids from entering the sanitation system.

Treatment Plant shall mean any facility owned, operated, and/or maintained by the Agency that is designed to provide treatment of wastewater.

Trunk Sewer Main – A Main Sewer to which no Lateral Sewers are allowed to connect. Only Main Sewers can connect to a Trunk Sewer Main. All connections to a Trunk Sewer Main shall be at a manhole.

Uniform Plumbing Code shall mean that certain current edition of the Uniform Plumbing Code adopted by the Western Plumbing Officials Association and the County of Sonoma, a copy of which is on file in the office of the Agency for use and examination by the public, except such sections therein as are shown to be omitted, amended, or added thereto, in said copy. Wherever the term "Administrative Authority" is used in the Uniform Plumbing Code, it shall be construed to mean the Agency's General Manager.

Unit shall mean any structure, or portion of a structure, constructed for occupancy by one single family, one commercial enterprise, one industrial enterprise, or one agricultural enterprise.

Upset shall mean an exceptional incident in which unintentional and temporary noncompliance occurs.

User shall mean any person who contributes, causes, or permits the contribution of wastewater into the Agency's facilities.

Waste shall mean sewage and any and all other waste substances, liquid, solid, or gases associated with human habitation, or of human or animal origin, or from any industrial processing operation of any nature which has been discarded for any reason.

Wastestream shall mean any avenue in which a waste may be transported, carried, or disposed of, e.g., surface waters, atmosphere, sanitary sewers, storm drains, landfills, and treatment facilities.

Wastewater shall mean the liquid and water-carried industrial and/or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions. Wastewater also includes groundwater, surface water, and storm water that may be present in the wastewater, whether treated or untreated, which is permitted to enter the Agency's facilities.

Wastewater Constituents and Characteristics shall mean the individual chemical, physical, bacteriological and radiological parameters, including volume and flow rate, and such other parameters that serve to define, classify or measure the contents, quality, quantity and strength of wastewater.

Waters of the State shall mean all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems, and all other bodies or accumulations of water (saline or fresh), surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the State or any portion thereof.

Yard Drain shall mean a system designed to collect and drain stormwater runoff away from a property.

**SECTION 2.02 - ADDITIONAL DEFINITIONS:** For the purpose of this Ordinance, additional terms shall have the meaning indicated in Chapter 1 of the Uniform Plumbing Code as adopted herein.



**SECTION 2.03 - ABBREVIATIONS:** The following abbreviations shall have the designated meanings:

ACL	Administrative Civil Liability (Complaint)
AO	Administrative Order
BMP	Best Management Practices
BOD	Biochemical Oxygen Demand
BTEX	Benzene, Toluene, Ethylbenzene, Xylene
C	Centigrade
CCR	California Code of Regulations
CFR	Code of Federal Regulations
COD	Chemical Oxygen Demand
CSAR	Compliance Sampling and Analysis Report
EPA	Environmental Protection Agency
ERP	Enforcement Response Plan
ESD	Equivalent single-family dwelling unit
F	Fahrenheit
gal/day	Gallons per day
GM	General Manager
L	Liter
mg	Milligrams
MGD	Million gallons per day
mg/L	Milligrams per liter
NOV	Notice of Violation
NPDES	National Pollutant Discharge Elimination System
OWTS	Onsite Wastewater Treatment System(s)
POTW	Publicly Owned Treatment Works
RCRA	Resource Conservation and Recovery Act
SCWA	Sonoma County Water Agency
SIC	Standard Industrial Classification
SNC	Significant Noncompliance
SSS	Sanitary Sewer System
TDS	Total Dissolved Solids
TRC	Technical Review Criteria
TSS	Total Suspended Solids
ug	Micrograms
ug/L	Micrograms per Liter
USC	United States Code
PAH	Polynuclear Aromatic Hydrocarbons
TTO	Total Toxic Organics

## ARTICLE III - GENERAL CONDITIONS FOR SEWER SERVICE

- SECTION 3.01 - AVAILABILITY OF SEWER SERVICE
- SECTION 3.02 - SERVICE AREA
- SECTION 3.03 - SERVICE AREAS--DISTANCE LIMITATIONS
- SECTION 3.04 - UNLAWFUL DISPOSAL
- SECTION 3.05 - OCCUPANCY PROHIBITED
- SECTION 3.06 - SEWER REQUIRED
- SECTION 3.07 - SERVICE AREAS--PRIVATELY FINANCED COLLECTOR MAINS
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- SECTION 3.10 - SUBDIVISION OF OWNERSHIP
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- SECTION 3.30 - RECORDATION OF LIMITED PURPOSE AGREEMENT
- SECTION 3.31 - AGREEMENTS WITH OTHER AGENCIES FOR SANITATION SERVICE

**SECTION 3.01 - AVAILABILITY OF SEWER SERVICE:** Users are advised to obtain information from the Agency on the availability of sewer capacity, sanitation facilities to provide service, and other pertinent data to assure satisfactory service before undertaking any development or construction. Many areas within the boundaries of the Agency can only be served at extremely high costs to the users.

**SECTION 3.02 - SERVICE AREA:** Any person whose premises are within the service limits established for the Agency may apply for a sewer service connection provided that the Agency has at that location sufficient sewer capacity to provide the new or additional service without

detriment to those already served. The prospective user will be deemed to be "within service limits as defined by the Agency boundary" and will be deemed to be within an area which the Agency has "assumed to serve" only if such prospective consumer is entitled to service under Sections 3.03 and 3.08 and then only on the terms therein stated.

**SECTION 3.03 - SERVICE AREAS--DISTANCE LIMITATIONS:** Agency sewer mains leading to or near a prospective service area are intended only for points of waste discharge within a maximum distance of three hundred feet of the property line fronting such main. The Agency does not assume to serve connected or adjacent lands, whether in the same or other ownerships, unless it expressly agrees to do so when the Agency's sewer main is originally installed.

**SECTION 3.04 - UNLAWFUL DISPOSAL:** It shall be unlawful to construct or maintain within the Agency boundaries any privy, privy vault, cesspool, seepage pit, or any other type of Onsite Wastewater Treatment System that is not in compliance with current County requirements for on-site wastewater treatment systems.

Existing on-site wastewater treatment systems within the Agency boundaries that meet County Code requirements for new systems or for which continued use is allowed under County requirements, may be maintained or repaired as authorized by County requirements, or replaced in the same location or another County approved location, but may not be expanded to add capacity. Any replacement of such systems must be with a system that meets current County Code requirements for new systems.

Graywater systems, and other Alternate Water Source systems, as defined in Chapter 16 of the California Plumbing Code, and complying with current County requirements, are not subject to this Section 3.04.

New on-site wastewater treatment systems may be constructed and maintained within the Agency boundaries under the following conditions:

1. The facilities shall be in compliance with current County requirements and not increase capacity, and
2. The facilities shall be constructed under a permit issued by the Sonoma County Permit and Resource Management Department, and
3. The structure to be served is, or would be, more than 300 feet from a property line fronting a sewer main, and
4. The applicant shall sign and record, at the applicant's expense, an agreement with the Agency stating that when a new future public collector main sewer is constructed within a public right-of-way to within 300 feet of the structure(s), the owner of the structure(s) shall at their expense, obtain permits from the Sonoma County Permit and Resource Management Department, disconnect from, and abandon, the existing on-site system and reconnect to the new public collector main sewer in accordance with the Agency Standards, and

5. The General Manager, or the General Manager's delegated staff, shall issue a written finding of infeasibility of making connection to a public main sewer, the basis for the finding of infeasibility, and with a statement of not objecting to the Sonoma County Permit and Resource Department's issuance of a permit to allow construction of an on-site septic treatment and disposal facility conforming to County Standards. The finding of infeasibility shall be based on documentation provided by the Applicant demonstrating either economic hardship, technical infeasibility, or both.

**SECTION 3.05 - OCCUPANCY PROHIBITED:** No building, industrial facility, or other structure connected to the sewer system of the Agency shall be occupied until the owner of the premises has complied with all rules and regulations of Agency and/or applicable regulations of the County of Sonoma or other appropriate jurisdiction.

**SECTION 3.06 - SEWER REQUIRED:** The owner of any building situated within the Agency boundary and abutting on any street in which there is now located or may in the future be located a public sewer of the Agency is hereby required at his or her expense to connect said building directly with the proper public sewer, unless the building will discharge to the public sewer through a pretreatment system approved by the Agency in accordance with the provisions of this Ordinance, within ninety (90) days after date of official notice to do so, and provided that said public sewer is within three hundred (300) feet of the building.

**SECTION 3.07 - SERVICE AREAS--PRIVATELY FINANCED COLLECTOR MAINS:** As provided in Section 3.29, the Agency's Board of Directors may limit and define service areas for privately or locally financed collector mains.

**SECTION 3.08 - SPECIAL CONDITIONS:** Where an extension of collector mains is necessary; or where quantities of wastewater are in excess of the capacity of the existing system; or where a substantial investment in pumping, treatment, or disposal is necessary to provide service, the user, after making a written application for service and prior to activating sewer services, will be informed by the Agency as to the conditions and charges to be made for the particular area and circumstances in question. Rules and regulations for mainline extensions are set forth in Section 3.28 et seq.

**SECTION 3.09 - EACH UNIT TO HAVE SEWER LATERAL:** No sewer lateral shall be installed or provided for more than one living unit, commercial unit, or agricultural or industrial enterprise. However:

- A. The following facilities may be allowed to be served by a common sewer lateral upon receipt of a written request from the applicant:
  1. A duplex, apartment, or other multiple-unit residential structure in undivided ownership.
  2. A commercial or industrial structure in undivided ownership where use areas are not enclosed by permanent walls, provided that process and domestic wastestream would not comeingle prior to the designated sampling point.

3. A structure or group of structures owned or exclusively occupied by a public entity or entities.
  4. A residential condominium or similar complex of living units served under a contract between the Agency and a responsible owners' association for the complex.
  5. An auxiliary structure, on a residentially zoned parcel, that is not a living unit (without cooking facilities), e.g. garage, workshop, pool house, artist studio, etc. Following receipt of the parcel owner's request letter, an acknowledgement document, prepared by the Agency from information provided by the owner's request letter will be sent to the property owner, and must be recorded by the property owner against the parcel of land to cover this arrangement.
  6. A second dwelling unit (with cooking facilities) located on a single-family parcel in undivided ownership as an attached or detached unit. Following receipt of the parcel owner's request letter an acknowledgement document, prepared by the Agency from information provided by the owner's request letter, will be sent to the property owner, and must be recorded by the property owner against the parcel of land to cover this arrangement.
  7. A single structure consisting of multiple-parcels/units commercial office condominiums, each parcel/unit intended for individual ownership with each parcel/unit not discharging wastewater constituents of concern, as determined by the Agency, served under an agreement between the Agency and a sub-divider or responsible owners' association for the complex, and with the following additional requirements satisfied: The agreement shall include appropriate Agency-required changes to the Covenants, Conditions, and Restrictions for the structure, shall require revised, recorded title conveyance documents for each parcel/unit which include deed restrictions acceptable to the Agency restricting discharge only to wastewater constituents which are not of concern as defined in this Code and otherwise by the Agency, a recorded Terms and Conditions document signed by both the sub-divider, or responsible owners' association, and the General Manager or authorized designated representative, and a recorded Covenant signed by both the sub-divider, or responsible owners' association, and the General Manager or authorized designated representative. The sub-divider or responsible owners' association for the complex, shall pay a Sanitation Code Exception Document Processing Charge to reimburse the Agency for staff and County Counsel administrative costs for processing of the required documents associated with granting the Sanitation Code exception prior to signing of the Terms and Conditions document and the Covenant document by the General Manager or authorized designated representative. With these completed documents in place, and with payment by the sub-divider or owners' association of the Sanitation Code Exception Document Processing Charge, it will not be necessary for the sub-divider, owners' association, or individual owners, to obtain a variance from the Board of Directors.
- B. If two legal living units in separate structures on a single parcel are in single ownership where sewer service to both was granted prior to January 1, 1995, and both were legal living units at that time, they may continue to be served through a single sewer lateral where one user assumes responsibility for all service to such parcel. An acknowledgement document per

Section 3.09A, Paragraph 6 must be recorded against the parcel if there is a change in ownership after January 1, 1995.

**SECTION 3.10 - SUBDIVISION OF OWNERSHIP:** If the ownership of a structure or group of structures receiving sewer service through a single lateral connection pursuant to Sections 3.09 (A) 1, 2, 3 or (B) is subdivided, new sewer laterals shall be installed, and the fees and charges therefore shall be paid, to the extent necessary to provide a separate sewer lateral to each separately owned unit or parcel, unless service is furnished under subsection (A) 4 of Section 3.09.

**SECTION 3.11 - ENVIRONMENTAL REVIEW:** All Agency projects and private developments are subject to the requirements of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), and the State Guidelines for Implementation of the California Environmental Quality Act (CFR, Section 15000 et seq.). All Agency projects are also subject to the CEQA Implementing Procedures of the Sonoma County Water Agency (Agency Implementing Procedures). Under the Agency Implementing Procedures, the Agency will act as a Lead Agency and will prepare environmental documents as needed for Agency projects. Persons planning private developments should contact the appropriate jurisdictional planning agency early in their planning process to determine that agencies' procedures for Implementation of CEQA (the Guidelines). The Agency will act as a Responsible Agency for private developments and will review and comment on environmental documents prepared for private developments in its role as a Responsible Agency as required under CEQA, the Guidelines, and the Agency Implementing Procedures.

No sewer service permit or mainline extension permit will be granted without compliance with said requirements.

**SECTION 3.12 - COMPLIANCE WITH ALL LAWS:** No sewer service permit or mainline extension permit will be granted to any structure or property where the development or use of said structure or property, as proposed by the applicant, would be in violation of any applicable Federal, State, or local laws, ordinances or regulations.

**SECTION 3.13 - APPLICATIONS, PERMITS AND FEES:** No public sewer, lateral sewer, building sewer, or other sanitation facility shall be installed, altered, or repaired within the jurisdiction of the Agency until an application for a sewer service permit, mainline extension permit, or other type of permit application has been reviewed and approved by the Agency and all fees paid in accordance with the requirements of this Ordinance and other rules and regulations of the Agency.

**SECTION 3.14 - CHANGE IN CHARACTER OR INCREASE IN THE AMOUNT OF WASTEWATER DISCHARGE FROM EXISTING SEWER LATERAL CONNECTION:** All sewer services granted are solely for the specific use for which application was made. No substantial change shall be made in the character or strength nor shall an increase in the amount of wastewater discharged by user be made through an existing sewer lateral connection except by making application to the Agency. The Agency, upon application, shall determine, based upon probable peak wastewater discharge for the particular type of use, whether the existing sewer service is adequately allocated for the new use. The Agency, at its discretion, will

review sewer connections for substantial changes in character or increase in use. A substantial change in character of wastewater discharge includes, but is not limited to, change from one of the following uses to another: single-family residential, multiple residential, commercial, or industrial. When the Agency determines there is a substantial change in character or increase in the wastewater discharge, a new sewer service application shall be required pursuant to Section 3.15 and additional fees paid when there is an increase in the amount of wastewater discharge.

**SECTION 3.15 - APPLICATION FOR NEW SEWER SERVICE:** Applicants requesting sewer services which require the installation of a new sewer lateral or which substantially changes the character or amount of wastewater discharge from an existing sewer lateral shall make written application for a new connection and ESD (equivalent single family dwelling unit) on a form provided by the Agency. All blanks thereon shall be filled in completely. The Agency shall, at its sole discretion, determine the appropriate number of ESD(s) based on the type of use category pursuant to Section 5.03.

**SECTION 3.16 - RESPONSIBILITY OF APPLICANT:** Completed and signed sewer service permits, mainline extension permits, or other types of permit applications constitute an agreement to pay for all services rendered pursuant to that application; and to be bound by all rules and regulations of the Agency including provisions, terms, and requirements of this and other ordinances and resolutions, and any plans and specifications filed with the application, together with such corrections or modifications as may be made or permitted by the Agency. All applications other than wastewater discharge permits shall be signed by the legal owner(s) of the parcel served. Wastewater Discharge Permit applications shall be signed by the business owner and legal owner. Such agreement shall be binding upon the applicant(s) and may be modified only by the Agency except in cases where a written request for modification is received from the applicant and approved by the Agency. Written request for alteration can only be approved with written permission from the General Manager or his authorized representative.

**SECTION 3.17 - REVIEW OF APPLICATION FOR NEW SEWER CONNECTIONS:** Receipt of application by the Agency is not a guarantee that a sewer service permit will be issued. Each application will be reviewed individually by the Agency. After such review, the Agency reserves the right to grant or reject said application for any cause which may adversely affect the Agency's wastewater treatment system.

**SECTION 3.18 - FRONTING A SEWER MAINLINE:** "Fronting a sewer mainline," as used in this Ordinance or article, means that a Agency-owned sewer main is located in a Agency easement, or fee title, or public way which is immediately contiguous to the parcel to be served and that an imaginary line projected at a right angle to such main extends to or beyond the centerline of the parcel's frontage or the centerline of the structure, whichever is farther.

**SECTION 3.19 - CONDITIONS FOR APPROVAL OF STANDARD NEW SEWER SERVICE INSTALLATION:**

A. Approval of an application for a new sewer service installation will normally be granted providing that:

1. The property to be served is fronting an existing Agency sewer main, and

2. The structure to be served is within three hundred feet of the property line fronting the sewer main, and
  3. Adequate sewer main capacity is available to serve all portions of the property, and
  4. The property served is at such an elevation that gravity flow of wastewater discharge will occur except as permitted under Section 4.05, and
  5. Such sewer lateral installation is in compliance with all other Agency rules, regulations, and conditions of sewer service, and
- B. Applicants who cannot meet conditions (1) or (2) of subsection (A) must arrange for a sewer mainline extension permit pursuant to Section 3.28 et seq.

**SECTION 3.20 - APPLICATIONS AND SEWER SERVICE RUN WITH THE LAND:** Each application and each sewer service approved pursuant thereto runs only with the parcel of land for which it is applied and/or approved and may not be transferred to any other parcel of land.

**SECTION 3.21 - AGENCY LIMIT FOR NEW SEWER LATERAL INSTALLATION:** No Agency-owned sewer lateral shall be installed on any private property, or extended beyond the curblineline of a street or easement in which a Agency sewer main is located.

**SECTION 3.22 - USER RESPONSIBILITY FOR CONNECTION TO SEWER LATERAL:** The user shall be responsible for the installation and connection of, at his own expense, his building sewer and plumbing systems inside private property. The user's building sewer and plumbing systems shall at all times remain the property of the user who shall be solely responsible for its maintenance, use, and repair. The Agency will not do any work or supply any materials in connection with the installation, repair, or maintenance of any part of privately owned building sewer or plumbing systems. Unless a special written agreement is made to the contrary, all facilities on the user side will be deemed to be the user's private property. The building sewer and plumbing systems inside private property shall be subject to and governed by the appropriate ordinances of the County of Sonoma or other appropriate jurisdictions.

**SECTION 3.23 - USER RESPONSIBILITY FOR MAINTENANCE OF SIDE SEWER:** The user shall be responsible for the cleaning and clearing of, at his own expense, the side sewer (building sewer and lateral sewer) and the plumbing systems. The user's building sewer and plumbing systems shall at all times remain the property of the user who shall be solely responsible for its maintenance, use, and repair. Replacement or repair of the lateral sewer shall be at the sole discretion of the Agency. A property line cleanout must be installed for the Agency to determine if repair or replacement of the lateral sewer is required. Installation of a property line cleanout shall be at the users expense.

**SECTION 3.24 - USER RESPONSIBILITY FOR INSTALLATION AND MAINTENANCE OF BACKFLOW PREVENTION DEVICES:** Where a side sewer serves plumbing fixtures that are either (1) located less than one foot above the rim of the nearest upstream manhole or cleanout of the main sewer into which the side sewer connects, or (2) located within the 100-year flood



zone, a backflow prevention device shall be installed in the building sewer in accordance with the Agency's Design and Construction Standards for Sanitation Facilities. The backflow prevention device shall be located on private property and shall be installed by the User. The maintenance of the backflow prevention device shall be the sole obligation of the User. The Agency shall be under no obligation to ascertain that the backflow device continues in operating condition. The installation of a backflow prevention device shall require a permit from and inspection by the Agency.

**SECTION 3.25 - SEWER SERVICE FOR A SINGLE STRUCTURE:** Where a single structure is to be served, the side sewer must proceed from the Agency main along such a course so as to avoid traversing a parcel of separate ownership lying between such structure and the Agency main, unless the General Manager, or the General Manager's delegated staff, makes a written finding that traversing such parcel is necessary due to physical restrictions, technical feasibility or safety issues, and a permanent property interest in the traversed parcel for placement, maintenance, and replacement of the side sewer is conveyed to the property of the structure being served and such property interest is recorded.

**SECTION 3.26 - SEWER SERVICE FOR TWO OR MORE STRUCTURES:** Where two or more structures are to be served on land under single ownership, separate sewer laterals shall run from the Agency main substantially at a right angle to each such structure, except as allowed by Sections 3.06, 3.09, and 3.25.

**SECTION 3.27 - OWNERSHIP OF SANITATION FACILITIES:** All lift stations, collector and trunk sewer mains, sewer laterals, manholes, and other facilities installed under this Ordinance shall immediately become the sole property of the Agency upon installation and final inspection and acceptance by the Agency.

**SECTION 3.28 - SEWER MAINLINE EXTENSION PERMITS:** Except as sewer trunk and collector mains and other facilities may be extended or installed by the Agency on its own initiative and partially or wholly at its own expense, extensions of mains may be obtained by developers and others upon entering into a sewer mainline extension permit prepared in accordance with the terms and conditions described by Article IV and herein.

- A. Agency's Discretion: The final determination whether the Agency will issue a sewer mainline extension permit shall be at the discretion of the General Manager. No sewer mainline extension permit shall be approved until such time as the Agency can determine that:
1. The Agency has sufficient wastewater collection, treatment, and disposal capacity to adequately service the existing sanitation system.
  2. Additional sewer connections will not create a condition detrimental to the present or future Agency users.
  3. The project the extension will service has received final discretionary approval from the lead agency.

4. The sewer mainline extension agreement will not violate any Agency rule, regulation, or policy.
- B. Minimum Requirements Prior to Sewer Facilities Installation: No sewer mainlines, manholes, laterals, or other facilities shall be installed until such time that the roadways are completed to subgrade, unless otherwise approved by the General Manager.
- C. Additional Constrained System Requirements: Whenever the Agency determines that existing trunk sewers, collector sewers, or lift stations are insufficient to adequately serve any sewer mainline extension, the Agency shall not issue a sewer mainline extension permit for such extension until such time the applicant agrees to pay the full cost of furnishing out-of- tract trunk or collector lines or other facilities so that said extension will not adversely affect other users or potential users of existing sewer pipelines.
- D. Special Contracts: The Agency may enter into special contracts relating to cost sharing and/or refunds or advances made or incurred when providing or enlarging trunk or collector mainlines, lift stations, or other facilities. Considerations for cost sharing by the Agency may include the following:
1. The facility to be constructed will be replacing an inadequate facility.
  2. The facility to be constructed is an adopted project included in the Agency's 5-year capital improvement program and is currently a planned capital improvement project of the Agency.
  3. The Agency Board has determined that it is within the Agency's financial capability to finance its share of the improvement.
- F. Outside Users Contract: Where special conditions exist relating to serving an area outside the boundaries of the Agency, users shall be subject to a special mainline extension agreement between the applicant and the Agency. No connections shall be made to any parcel located outside of the presently established boundaries of the Agency until a satisfactory agreement has been entered into with the owner of said parcel and approved by the Board.

**SECTION 3.29 - LIMITED PURPOSE FACILITIES:** If and whenever the Agency causes sanitation facilities to be constructed to ~~provide sewerage~~ extend the Public Sewer to a specific area, the Agency Board may by resolution determine and declare that such facility shall be a limited purpose facility and subject to the restrictions of this Section. In any such case, the facility shall be deemed to be a special or limited purpose facility not designed or intended to serve any properties other than the specific area described in such resolution. The Agency shall not be deemed to have assumed to serve any other areas unless and until and to the extent that the Agency Board ~~of Directors~~ expressly so declares by later resolution. In any such case, no person shall have the right to connect with or receive sewer service from such facility, except upon payment of a pro-rated contribution toward its cost, either for retention by the Agency, or for repayment to the party who financed the initial construction, as applicable. Repayment to the party who financed the initial construction, if other than the Agency, will be made for a period of thirty ten years after the date the limited purpose agreement was entered into for

such construction. At the end of the ~~ten~~ **thirty**-year period, the designation as a limited purpose facility and agreements for reimbursement terminate and the Agency may serve any and all areas not specifically identified by the limited purpose resolution. Nothing contained herein shall prohibit the Agency from requiring the payment of a pro-rated contribution for the cost of constructing the Public Sewer as a condition of the right to connect with or receive sewer service from the Public Sewer beyond thirty years, if the construction costs were incurred by the Agency.

**SECTION 3.30 - RECORDATION OF LIMITED PURPOSE AGREEMENT:** Where a limited purpose facility is installed pursuant to this ~~Ordinance~~ **Sanitation Code** and the original ~~a~~**A**pplicant owns all, or a part of, the additional, prospective "service area" adjacent to or near the facility installed, the Agency may require the recordation, at the ~~a~~**A**pplicant's expense, of a special agreement designating the specific area served and the additional area which is not served, so that future purchasers of the area not served will have notice for the pro rata charge as to their ~~property~~ **Parcel** for sewer service.

**SECTION 3.31 - AGREEMENTS WITH OTHER AGENCIES FOR SANITATION SERVICE:** The Agency may contract in accordance with the terms and conditions of the California Health and Safety Code, Section 4742.1, with a district, city, governmental agency, person, or other entity, for the handling, treatment, or disposal by the Agency of wastewater or industrial waste when, in the judgment of the Agency Board, it is in the best interest of the Agency to do so, upon such terms and conditions as may be agreed upon, provided that the Agency facility to be utilized has the capacity for handling, treatment or disposal of such waste, and that the contracting user pays, as required by Agency, State and/or Federal requirements or law, its proportionate share of the cost of such treatment, handling, and disposal.

## **ARTICLE IV - TERMS AND CONDITIONS FOR CONSTRUCTION OF SANITATION FACILITIES**

- SECTION 4.01 - PERMIT REQUIRED
- SECTION 4.02 - PROFILE, PLANS, AND SPECIFICATIONS REQUIRED
- SECTION 4.03 - SUBDIVISIONS
- SECTION 4.04 - OLD BUILDING SEWERS
- SECTION 4.05 - SEWER TOO LOW
- SECTION 4.06 - CONNECTION TO PUBLIC SEWER
- SECTION 4.07 - LETTER OF ACCEPTANCE OF SEWER CONSTRUCTION
- SECTION 4.08 - COMPLETION OF SEWER FACILITIES REQUIRED
- SECTION 4.09 - ABANDONMENT OF SEWER
- SECTION 4.10 - PERSONS AUTHORIZED TO PERFORM WORK
- SECTION 4.11 - COMPLIANCE WITH LOCAL REGULATIONS
- SECTION 4.12 - PROTECTION OF EXCAVATION
- SECTION 4.13 - DESIGN AND CONSTRUCTION STANDARDS
- SECTION 4.14 - PROPERTY AND RIGHTS-OF-WAY
- SECTION 4.15 - RECORD DRAWINGS
- SECTION 4.16 - IMPROVEMENT SECURITY
- SECTION 4.17 - GENERAL FINANCING
- SECTION 4.18 - WORK TO BE INSPECTED
- SECTION 4.19 - NOTIFICATION
- SECTION 4.20 - APPROVAL REQUIREMENT--CLOSED CIRCUIT TELEVISION
- SECTION 4.21 - REJECTED WORK
- SECTION 4.22 - ALL COSTS PAID BY OWNER
- SECTION 4.23 - PERMITS REQUIRED BY OTHERS
- SECTION 4.24 - LIABILITY
- SECTION 4.25 - TIME LIMITS ON PERMITS

**SECTION 4.01 - PERMIT REQUIRED:** No person shall construct, extend, or connect to any public sewer without first obtaining a written permit from the Agency and paying all fees, connection charges, and furnishing bonds as required herein. The provisions of this Section requiring permits shall not be construed to apply to contractors constructing sewers and appurtenances under contracts awarded and entered into by the Agency.

**SECTION 4.02 - PROFILE, PLANS, AND SPECIFICATIONS REQUIRED:** The application for a new service permit or a mainline extension permit for public sewer construction shall be accompanied by completed plans, profiles, and specifications; complying with all applicable ordinances, rules, and regulations of Agency; and prepared by a Registered Civil Engineer showing all details of the proposed work, based on an accurate survey of the ground. The application, together with the plans, profiles, and specifications, shall be examined by the General Manager, who shall within thirty (30) days approve them as filed or require them to be modified as he deems necessary for proper installation. If the profiles, plans, and specifications are sufficient and adequate, the Agency may issue a new service permit or mainline extension permit subject to payment of all connection charges, fees, and furnishing bonds and deposits as required by the Agency. The permit shall prescribe such terms and conditions as the General Manager finds necessary in the public interest.

**SECTION 4.03 - SUBDIVISIONS:** The requirements of this Ordinance shall be fully complied with, and all required fees shall be paid before any permit may be issued to install sanitation facilities which serve the subdivision in question. The final subdivision map shall provide for the dedication for Agency use of all public streets, or public rights-of-way in which public sewers are to be constructed. Sewer easements shall be dedicated through the preparation and recordation of a separate Sewer Dedication and Easement Agreement document.

**SECTION 4.04 - OLD BUILDING SEWERS:** Old building sewers may be used in connection with new buildings only when they are found, upon examination and testing as required by the General Manager, to meet all requirements of the Agency. If old building sewers are deemed to be inadequate, they shall be replaced at the owner's expense.

**SECTION 4.05 - SEWER TOO LOW:** In all buildings in which any building sewer is at elevations too low to permit gravity flow to the public sewer, sanitary sewage carried by such building sewer shall be lifted by artificial means approved by the General Manager and discharged to the public sewer at the expense of the owner.

**SECTION 4.06 - CONNECTION TO PUBLIC SEWER:** The connection of the sewer lateral into the public sewer shall be made in accordance with Agency *Design and Construction Standards for Sanitation Facilities* at the permittee's expense. The connection shall be made in the presence of an Agency Inspector and under his/her supervision and direction. Any damage to the Agency sewer shall be repaired in conformance with Agency *Design and Construction Standards for Sanitation Facilities* at the cost of the permittee.

**SECTION 4.07 - LETTER OF ACCEPTANCE OF SEWER CONSTRUCTION:** The General Manager shall issue a letter of acceptance to the engineer of work for said lateral and/or mainline sewer construction after the General Manager has ascertained from inspection thereof that said lateral and/or mainline sewers were constructed according to the permit's terms and conditions of the new service permit, mainline extension permit, or other agreement. Upon acceptance of the work by the Agency, a guarantee period of one year shall be in effect. During the one year guarantee period, the Agency may perform an inspection of any portion of the said sanitation facilities which have been installed pursuant to said permit(s). Any discrepancies of permit terms and conditions discovered within the guarantee period, after acceptance of the work by the Agency, shall be corrected and/or replaced by the applicant or successor interest at no expense to the Agency, including, but not limited to, the cost of such maintenance; the cost of any replacement, repair, or reinstallation of any such sewer lines, fittings, or facilities. In the event the applicant or successor interest does not act promptly and to the satisfaction of the Agency, the Agency reserves the right to make such repairs, replacements, and reinstallations at the expense of the applicant or his successor interest, and the applicant or his successor in interest shall pay such cost to the Agency on demand. Such guarantee period may be extended upon disclosure of a defect until one (1) year after correction of the defect.

**SECTION 4.08 - COMPLETION OF SEWER FACILITIES REQUIRED:** Prior to transfer of ownership of any sewer facilities to the Agency and prior to granting permission to allow any sewage to discharge into the system, the sewer facilities shall be tested, be complete, and in full compliance with all requirements of the Agency Design and Construction Standards for

Sanitation Facilities. Any approved special specifications or conditions or separate agreements applicable to the work shall be to the satisfaction of the General Manager. If the work of constructing public sewerage facilities is not satisfactorily completed within the time limit specified in the permit, the Agency may extend said time limit, or may complete the work and take appropriate steps to enforce the provisions of the improvement security furnished by the permittee pursuant to Section 4.16 of this Ordinance.

**SECTION 4.09 - ABANDONMENT OF SEWER:** Where a sewer lateral is to be abandoned because of City(s), County, or Agency regulations, or because of building demolition or destruction, a permit shall be obtained from the Agency and the lateral shall be capped or plugged in accordance with Agency requirements.

**SECTION 4.10 - PERSONS AUTHORIZED TO PERFORM WORK:** Only properly licensed contractors shall be authorized to perform the work of public sewer construction within the Agency jurisdiction. All terms and conditions of the permit issued by the Agency to the applicant shall be binding on the contractor. The requirements of this Article or Ordinance shall apply to sewer laterals installed concurrently with public sewer construction.

**SECTION 4.11 - COMPLIANCE WITH LOCAL REGULATIONS:** Any person constructing a sewer within a street shall comply with all State, County, or City(s) laws, ordinances, rules, and regulations pertaining to the cutting of pavement, opening, barricading, lighting and protection of trenches, backfilling and repaving thereof, and shall obtain all permits and pay all fees required by the department having jurisdiction prior to the issuance of a permit by the Agency.

**SECTION 4.12 - PROTECTION OF EXCAVATION:** The applicant or his contractor shall maintain such barriers, lights, signs, and such other safety facilities as are required by State, City(s), County, and local requirements necessary to give warning to the public at all times that a sewer is under construction and of each dangerous condition to be encountered as a result thereof. Trench shoring shall conform to all applicable requirements of the latest revision of Article 6 of the Construction Safety Orders issued by the Division of Industrial Safety, State of California. He shall also likewise protect the public in the use of the sidewalk against any such conditions in connection with the construction of the sewer. Streets, sidewalks, parkways, and other property disturbed in the course of the work shall be reinstalled in a manner satisfactory to the Agency, City(s), County, or any other person having jurisdiction thereover. Compliance with such safety provisions shall be the sole responsibility of the permittee and shall not be construed to be the responsibility of the Agency.

**SECTION 4.13 - DESIGN AND CONSTRUCTION STANDARDS:** Minimum standards for the design and construction of sewers and other sanitation facilities within the Agency's jurisdiction shall be in accordance with the most recent approved resolution, "Design and Construction Standards for Sanitation Facilities" heretofore or hereafter adopted by the Agency. Copies are on file in the Agency office. The General Manager may authorize modifications and/or require higher standards where conditions exist to justify such action. The connection shall be made in the presence of a Agency Inspector under his/her supervision and direction. Any damage to the Agency sewer shall be repaired in conformance with Agency Design and Construction Standards for Sanitation Facilities at the cost of the permittee.

**SECTION 4.14 - PROPERTY AND RIGHTS-OF-WAY:** No sewer mainlines or other facilities shall be installed until all required right-of-way and fee title of real property required for installation, operation, and maintenance of the facilities have been furnished by the applicant for approval by the General Manager.

**SECTION 4.15 - RECORD DRAWINGS:** "Record drawings" showing the actual location of all mains, structures, wyes, laterals, cleanouts, pump stations, and other sanitation facilities shall be filed with the Agency before final acceptance of the work.

**SECTION 4.16 - IMPROVEMENT SECURITY:** Prior to issuance of a permit for public sewer construction, the applicant shall furnish to the Agency a faithful performance bond, cash, or other improvement security acceptable to the Agency, in the amount of the total estimated cost of the work as determined by the General Manager. Such faithful performance bond, cash deposit, or other improvement security shall be conditioned upon the performance of the terms and conditions of the permit and, unless more stringent requirements are otherwise specified by the Agency, shall guarantee the correction of faulty workmanship and replacement of defective materials for a period of one (1) year from and after the date of acceptance of the work by the Agency. The applicant shall also furnish to the Agency a labor and material bond, or other security acceptable to the Agency, in the amount of the total estimated cost of the work.

**SECTION 4.17 - GENERAL FINANCING:** Except as hereinafter provided in Section 3.28, the extension of the public sanitation facilities to serve any parcel or tract of land shall be accomplished by and at the expense of the owner, although the Agency reserves the right to perform the work itself and bill the owner for the cost thereof, or to perform the work pursuant to special assessment proceedings. The size of all sewer mains and other sanitation facilities shall be in accordance with the requirements of the Agency.

**SECTION 4.18 - WORK TO BE INSPECTED:** All sewer construction work shall be inspected by the Agency to insure compliance with all requirements of the Agency. No sewer shall be connected to the Agency's public sewer system until the work covered by the permit has been completed, inspected, and approved by the Agency.

**SECTION 4.19 - NOTIFICATION:** It shall be the duty of the person performing the work authorized by permit to notify the Agency in writing that said work is ready for inspection. Such notification shall be given not less than two (2) working days prior to request for work to be inspected. It shall be the duty of the person performing the work to ensure that the work will meet or exceed Agency test requirements prior to making the above notification.

**SECTION 4.20 - APPROVAL REQUIREMENT--CLOSED CIRCUIT TELEVISION:** Prior to the Agency's acceptance of construction work as being completed, pursuant to this Ordinance, the permittee shall prepare a closed circuit television inspection of all main, lateral, and building sewers for which permit(s) were issued, and shall provide a copy of the video tape to the Agency for review and approval of completed work, all in accordance with the most current revision of the Sonoma County Water Agency's Design and Construction Standards for Sanitation Facilities.

**SECTION 4.21 - REJECTED WORK:** When any work has been inspected and rejected, a certification of satisfactory completion will not be given. However, a written notice shall be given instructing the owner of the premises, or the agent for such owner, to repair the sewer or other work as authorized by the permit in accordance with this Ordinance or any other rules and regulations of the Agency.

**SECTION 4.22 - ALL COSTS PAID BY OWNER:** All costs and expenses associated with the installation, connection, and inspections performed by the Agency for sewer or other work for which a permit has been issued, shall be borne by the owner. The owner shall indemnify the Agency from any loss or damage that may be directly or indirectly occasioned by the work.

**SECTION 4.23 - PERMITS REQUIRED BY OTHERS:** Separate permit(s) must be obtained from the City(s) and/or County or any other person having jurisdiction thereupon by the owners or contractors intending to excavate in a public street for the purpose of installing sewers or making sewer connections.

**SECTION 4.24 - LIABILITY:** The Agency and its officers, agents, and employees shall not be responsible for any liability, injury, or death to any person, or damage to any property arising during or growing out of the performance of any work by any such applicant. The applicant shall be responsible for, and shall release and hold the Agency and its officers, agents, and employees harmless from, any liability imposed by law upon the Agency or its officers, agents, or employees, including all costs, expenses, fees, and interest incurred in defending same or in seeking to enforce this provision. Applicant shall be solely liable for any defects in the performance of his work or any failure which may develop therein.

**SECTION 4.25 - TIME LIMITS ON PERMITS:** Unless an extension of time is granted by the Agency, if work under a permit is not commenced and completed within the time specified in the permit, the permit shall become void and no further work shall be done until a new permit shall have been secured. Whenever a permit(s) for a new sewer lateral or a mainline extension expires, an additional fee may be paid pursuant to Article V of this Ordinance or subsequent ordinance establishing fees for extensions of time. All requests for extension of time must be made within forty-five (45) days after the expiration date of said permit or applicant must apply for a new permit(s).



## ARTICLE V - FEES AND CHARGES FOR SEWER SERVICE

SECTION 5.01 - CHARGES FOR PERMIT OF NEW SEWER LATERAL CONNECTIONS

SECTION 5.02 - ANNEXATION CHARGES

SECTION 5.03 - CONNECTION FEES

SECTION 5.04 - PARTIAL PAYMENT--SUBDIVISIONS

SECTION 5.05 - ALTERATION OF USE

SECTION 5.06 - CREDIT FOR ADVANCED PAYMENTS

SECTION 5.07 - RENEWAL OR EXTENSION OF PERMIT

SECTION 5.08 - DEVELOPMENT REVIEW SERVICE FEE

SECTION 5.09 - OVERTIME SERVICES

### **SECTION 5.01 - CHARGES FOR PERMIT OF NEW SEWER LATERAL CONNECTIONS:**

Upon approval of a new sewer lateral connection application and payment for the development review service charge and connection fees, as set forth by separate ordinance for the Agency, the Agency will issue a permit to the applicant. All deposits made for such charges and fees shall be credited to the parcel of land to be served, shall run with said parcel of land, and are refundable only to the owner of record of said parcel or his/her designee.

**SECTION 5.02 - ANNEXATION CHARGES:** The owner(s) of lands within the areas proposed to be annexed to the Agency shall deposit with the Agency a sum to be fixed by fee as established by ordinance for the Agency. In cases where no fee has been established, a fee will be set by the General Manager prior to the commencement of proceedings by the Agency Board on the proposed annexation. The amount to be fixed by the General Manager shall be in a sum estimated to equal the engineering, legal, and publication costs; environmental review fees; filing fees of the Sonoma County Local Agency Formation Commission; recording fees; State Board of Equalization filing fees; and all other fees and charges which may be incurred by the Agency in preparing and examining maps, legal descriptions, and other documents in relation thereto; and other expenses regularly incurred in connection therewith. In the event the deposit exceeds the costs incurred by the Agency, the excess shall be refunded to the owner(s) following the conclusion of the annexation process. Should the amount of the deposit be insufficient, the owner(s) shall pay such additional sums necessary to cover said costs prior to final Agency action on the proposed annexation.

**SECTION 5.03 - CONNECTION FEES:** Payment of said connection fee shall be made prior to the issuance of a connection permit and shall be in addition to all other fees and charges required to be paid under Agency rules and regulations. Connection fees will be based on the number of Equivalent Single-Family Dwelling Units (ESDs) for residential users, commercial and industrial users, and other types of users. Actual connection fees for the Agency are set forth by separate ordinances that establish said fees.

**SECTION 5.04 - PARTIAL PAYMENT--SUBDIVISIONS:** Subdivisions involving a type of development such that the number of equivalent single family dwelling units to be connected cannot be accurately determined at the time of subdivision, shall make a partial prepayment of connection charges based on one (1) equivalent single family dwelling unit for each subdivision lot.

**SECTION 5.05 - ALTERATION OF USE:** The connection fees are established and applicable for the proposed use of the building at the time said permit is issued. In the event that modification of the building or said sewer facilities occur for which a connection fee was originally established, additional fees will be assessed for the added equivalent single family dwelling units as herein defined at the connection fee rate in effect at the time such alterations or additions are made.

**SECTION 5.06 - CREDIT FOR ADVANCED PAYMENTS:** Whenever the connection fees established, as set forth by separate ordinance, have been advanced or prepaid; or whenever any area or connection fees have been advanced or prepaid pursuant to regulations of the Agency which were previously in effect; persons obtaining permits for new connections shall be entitled to a credit against the connection fees. Such credit shall be applicable in those instances where the payments have been made to the Agency and where the actual connections to the sewer facilities of the Agency have not yet been made as of the effective date of the separate ordinances establishing the connection fees. The credit shall be computed on the same basis and rate as that used at the time of collection, but in no case shall the amount of such credit exceed the amount of connection fees required to be paid under ordinances establishing the connection fees.

**SECTION 5.07 - RENEWAL OR EXTENSION OF PERMIT:** Whenever a permit for sewer installation expires, an additional fee to cover processing fees shall be paid for the issuance of a new permit for said installation. The renewed permit shall conform with any new or revised requirements. In the event that an extension of time is granted to complete work under a Agency mainline extension permit, an additional fee shall be paid for the renewal or extension of said permit.

**SECTION 5.08 - DEVELOPMENT REVIEW SERVICE FEE:** A development review service fee shall be charged when applying for and obtaining a sewer lateral permit or a mainline extension permit as set forth by separate ordinance. This fee is for services rendered for reviewing and approving applicants plans and specifications and issuing permit(s) for sanitation works, and services for inspecting the construction of trunk and collector sewers, sewer laterals, manholes, and other facilities.

**SECTION 5.09 - OVERTIME SERVICES:** Requests for review or inspection services provided during non working hours by the Agency shall be made in writing at least two (2) working days prior to said work. The applicant shall pay an additional fee as set forth by separate ordinance.

## ARTICLE VI - SOURCE CONTROL PROGRAM

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## SECTION 6.43 - CONFIDENTIAL INFORMATION

**SECTION 6.01 - OBJECTIVE:** It is the objective of the Agency to regulate the quantity and quality of those discharges entering the Agency's sanitation system(s) which may adversely affect the collection, transmission, treatment, discharge, reuse, discharge requirements, or environmental conditions, and to provide adequate treatment of the wastewater to meet local, state and federal requirements.

The Agency's treatment plant(s) and disposal facilities are designed to treat and dispose of domestic wastes. The Agency reserves the right to refuse to accept any wastes which may be harmful to the treatment and disposal system(s).

**SECTION 6.02 - WASTEWATER DISCHARGE:** Wastewater may be discharged into public sewers for collection, treatment, and disposal, provided that such wastewater discharge is in compliance with this Ordinance, wastewater permit conditions and/or permit contract, provided that the user pays all applicable Agency sewer fees and charges including any penalties or charges assessed under this Ordinance.

**SECTION 6.03 - GENERAL DISCHARGE PROHIBITION:** No user shall contribute, or cause to be contributed, any pollutant or wastewater which will pass through or interfere with the operation or performance of the Agency's facilities. This prohibition includes any type of pollutant or wastewater as set forth in the prohibition sections of this Ordinance. These general prohibitions apply to all users of the Agency's facilities whether or not the user is subject to national pretreatment standards or any other national, State, or Agency pretreatment standards or requirements.

**SECTION 6.04 - PROHIBITED EFFECTS:** A user may not discharge, or cause to be discharged, wastewater into any Agency facility if it contains substances or has characteristics which, either alone or by interaction with other wastewater, cause or threaten to cause:

- A. Damage to Agency facilities.
- B. Interference or impairment of operation or maintenance of Agency facilities.
- C. Obstruction of flow in Agency facilities.
- D. Hazard to human life.
- E. Interference with treatment plant or disposal processes, including recycling or any reclamation processes.
- F. The treatment plant's effluent or any other product of the treatment plant such as residues, sludge, ash, or scum, to be unsuitable for reclamation and reuse. In no case shall substances discharged to the Agency facilities cause the plant to be in noncompliance with sludge use or disposal criteria, guidelines, or regulations.

- G. The Agency to violate its National Pollutant Discharge Elimination System (NPDES) permit or the receiving water quality standards.
- H. Flammable or explosive conditions.
- I. A noxious or malodorous condition, a public nuisance, a hazard to life, or conditions sufficient to prevent normal entry into the sewers or other Agency facilities for maintenance and repair.
- J. Objectionable coloration or other condition in the quality of the Agency's treatment plant influent which interferes with or passes through the treatment plant.
- K. Conditions which violate any statute, rule, regulation, or ordinance of any public agency, relating to releases of hazardous wastes, hazardous substances, or other pollutants to the environment when such release is to a publicly owned sanitary sewer.
- L. Any alteration or change of the Agency's NPDES permits or any additional regulatory supervision, intervention, or oversight of the Agency's operations.
- M. Any alteration of the Agency treatment plant processes.
- N. Any significant alteration of Agency operations including, but not limited to, affecting the ability of the Agency to procure adequate insurance and/or subjecting the Agency operations to significantly increased potential liability.

**SECTION 6.05 - PROHIBITED SUBSTANCES OR CHARACTERISTICS:** A user shall not discharge, or cause to be discharged, directly or indirectly to a Agency facility any of the following:

- A. Any liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or damage to Agency facilities, or to be injurious to human health and safety, or to the operation of Agency facilities. At no time shall a waste stream exceed a closed cup flash point of less than 140° Fahrenheit or 60° Centigrade using the test method specified in 40 CFR Part 261.21.
- B. At no time shall two (2) successive readings on a combustible gas meter, at the point of discharge into the system (or at any point in the system), be more than five percent (5%) nor any single reading over ten percent (10%) of the Lower Explosive Limit (LEL) of the meter. The meter shall be properly calibrated in accordance with the manufacturer's instructions using pentane as the calibration standard. The materials which may be prohibited if they cause explosive or fire dangers as defined herein include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, prechlorates, bromates, carbides, hydrides, sulfides, or any other substance which is a fire or explosion hazard.
- C. Any solid or viscous substance in amounts or concentrations which may cause or threaten to cause obstruction to the flow in a sewer or pass through of, or interference with, the operations of any Agency facilities such as, but not limited to, feathers, ashes, cinders, sand,

spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastic, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, petroleum oil, nonbiodegradable cutting or machine oils, products of mineral origin, mud, cement grout, glass, grinding or polishing wastes, grease, garbage with particles greater than one-half inch (½") in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, or wholeblood.

- D. Any wastewater having a pH less than 5.5 or greater than 10.0, or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, humans, or animals.
- E. Any wastewater containing hazardous pollutants in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to human or animal health or safety, create an adverse effect on the waters of the State, or to exceed the limitations set forth in a national pretreatment standard.
- F. Any wastewater having a temperature which will inhibit biological activity in the treatment plant or inhibit physical recovery of a pretreatment process resulting in interference or pass through, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed forty (40) degrees Centigrade (one hundred four (104) degrees Fahrenheit) or with a temperature at the point of discharge to the Agency's collection system which exceeds sixty-five (65) degrees Centigrade (one hundred fifty (150) degrees Fahrenheit).
- G. Any pollutants, including oxygen-demanding pollutants (BOD, COD, etc.), released at a flow rate and/or pollutant concentration which alone, or in combination with others, may cause interference or pass through. Regardless of whether a slug load causes or will cause interference or pass through, in no case shall a slug load have a flow rate or contain concentrations or quantities of pollutants that exceed for any time period longer than fifteen (15) minutes, more than five (5) times the average twenty-four (24) hour concentration, quantities, or flow during normal operation.
- H. Any discharge which results in toxic gases, vapors, or fumes in a quantity that may cause acute worker health and safety problems within any Agency facility.
- I. Any noxious or malodorous liquids, gases, or solids.
- J. Any wastewater containing any radioactive wastes or isotopes exceeding any limits set forth in CAC, Title 17, Section 30100 et seq.
- K. Any storm water, groundwater, rain water, street drainage, subsurface drainage, yard drainage, diatomaceous earth filter backwash, or swimming pool drainage. The Agency may require a specific permit, and may approve such discharge only when no reasonable alternative is available or such water is determined to constitute a pollution hazard if not discharged to the sewer.

- L. Any unpolluted water including, but not limited to, cooling water, process water, or blow-down from cooling towers or evaporative coolers, or any other unpolluted water. The Agency may require a permit, and may approve the discharge of such water only when no reasonable alternative method of disposal is available or such alternative, in the determination of the Agency, is unacceptable.
- M. Any septic tank waste, holding tank waste, portable toilet waste, unless a permit is issued by the Agency and unless such sludge or waste is transported to the Agency by a permitted waste hauler in accordance with the regulations set forth in Article 9 of this Ordinance. Grease waste of animal, vegetable or petroleum origin, and oil and sand interceptor or trap waste is prohibited to be hauled in or discharged to any Agency facility.
- N. Any waste defined as hazardous, by any definition set forth in Federal and/or State statutes or regulations, unless such waste has been delisted or decertified by the appropriate Federal or State agency, and/or a variance has been granted by the appropriate Federal or State agency, including provisions for discharge to a Agency facility, and said variance provisions are approved by the Agency.
- O. Any substance, waste, wastewater, or constituent thereof as may be specifically prohibited or prohibited by concentration levels as may be set forth in local limits adopted by resolution of the Agency Board and a copy of said standards having been placed on file at the Agency office.
- P. Any substance, waste, wastewater, or constituent thereof which may by itself, or in combination with other discharges, cause the Agency to violate any permit conditions related to toxicity of the effluent, or otherwise cause or contribute to the potential for toxic substances being released from Agency facilities into the environment in toxic amounts.

**SECTION 6.06 - PROHIBITED DISCHARGE LOCATION:** No user shall discharge any wastewater directly into a manhole, cleanout, or other opening in the Agency sewage system other than through sewer laterals or other sewer connections approved by the Agency, unless a permit has been obtained for such discharge. Manholes, cleanouts, and other openings shall be properly covered with a water-tight lid and maintained to prevent the intentional and unintentional discharge of stormwater or other wastewater into the wastewater collection system through such openings. A permit will only be issued if such direct discharge is in compliance with provisions of this Ordinance and, in the opinion of the Agency, no other alternative is reasonably available.

**SECTION 6.07 - NATIONAL CATEGORICAL PRETREATMENT STANDARDS:** Where required, the National Categorical Pretreatment Standards, as set forth in 40 CFR Chapter 1, Subchapter N, Parts 405-471, are hereby incorporated by this reference into this Ordinance. The General Manager shall notify all affected users of the applicable reporting requirements under Sections 6.28 and 6.29 of this Ordinance. However, if any technically-based local discharge limits imposed under this or other separate ordinances are more stringent than the National Categorical Pretreatment Standards, the more stringent standards shall apply.

**SECTION 6.08 - MODIFICATION OF CATEGORICAL PRETREATMENT STANDARDS:** Where the Agency's wastewater treatment system achieves consistent removal of pollutants

limited by Federal Categorical Pretreatment Standards, the Agency may apply to the Regional Water Quality Control Board(s) for modification of specific limits in the Federal Categorical Pretreatment Standards. "Consistent removal" shall mean reduction in the amount of a pollutant or alteration of the nature of the pollutant by the wastewater treatment system to a less toxic or harmless state in the effluent which is achieved by the system ninety-five (95) percent of the samples taken when measured according to the procedures set forth in Section 403.7(c)(2) of Title 40 of the CFR, Part 403, General Pretreatment Regulations for Existing and New Sources of Pollution, promulgated pursuant to the Clean Water Act. The Agency may then modify pollutant discharge limits in the Federal Pretreatment Standards if the requirements contained in 40 CFR, Part 403, Section 403.7, are fulfilled and prior approval from the Regional Water Quality Control Board is obtained.

**SECTION 6.09 - STATE AND FEDERAL REQUIREMENTS AND STANDARDS:** In the event that either state or federal requirements and standards for discharges to Agency facilities are more stringent than the limitations, requirements, and standards set forth in this Ordinance, the most stringent standard or requirement shall apply.

**SECTION 6.10 - SPECIFIC POLLUTANT LIMITATIONS:** No user shall discharge wastewater which exhibits any characteristic specifically prohibited by an action of the Agency Board, or any wastewater containing constituents in excess of any specific constituent level limitations as may be set by the Agency Board, to a Agency facility. In addition to those pollutant limitations contained in this Ordinance, specific pollutant limitations regarding waste characteristics and/or constituent limits may be adopted by resolution. Any violation of a specific pollutant limitation as may be set forth herein or in a Agency resolution shall subject the user to the same administrative actions, penalties, and/or enforcement actions as would be available for any other violation of this Ordinance. The term "ordinance" as used elsewhere within this Ordinance, shall be read to include the specific pollutant limitations as may be set forth by separate resolution.

**SECTION 6.11 - AGENCY'S RIGHT OF REVISION:** The Agency reserves the right to establish by ordinance or resolution more stringent limitations or requirements on discharges to the wastewater disposal system if deemed necessary to comply with the objectives presented in this Ordinance.

**SECTION 6.12 - EXCESSIVE DISCHARGE (DILUTION):** No user shall ever increase the use of process water or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the national pretreatment standards, or in any other pollutant-specific limitation developed by the Agency or State. An increase in the use of process water which is reasonably proportional to increased production and which is required for said increase in production, will not be considered an excessive discharge hereunder.

**SECTION 6.13 - PREVENTATIVE REQUIREMENTS - ACCIDENTAL SPILL OR SLUG DISCHARGE:**

- A. All users shall be prohibited from allowing accidental spills or slug discharges, as elsewhere defined herein, from entering the Agency's sewerage system.



- B. Each user shall provide protection, as described in the User's permit, from accidental spills or slug discharges of restricted materials or other substances regulated by this Ordinance. No user shall be permitted to introduce pollutants into the system until accidental spills or slug discharge control plans and procedures have been evaluated by the Agency. The ability to prevent accidental spills or slug discharges of restricted materials, as well as providing additional storage capacity to contain the entire contents of such spill or discharge, shall be provided and maintained at the user's own expense.
- C. Certain users will be required to prepare Slug Discharge Prevention and Contingency Plans (SDPC) or accidental spill plans containing at a minimum the following information:
1. A description of the discharge practices including non-routine batch discharges.
  2. A description of stored chemicals and secondary containment measures to eliminate discharges to the sanitary sewer system.
  3. The procedures for promptly notifying the Agency of accidental spills or slug discharges, including any discharge that would violate a specific discharge prohibition with procedures for follow-up written notification within five (5) days.
  4. If required by the Agency, procedures to prevent adverse impact from accidental spills including maintenance and inspection of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site run-off, worker training, building or containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures or equipment for emergency response.
  5. If required by the Agency, follow-up practices to limit the damage suffered by the treatment plant or the environment.
  6. Names and titles of employees responsible for overseeing and implementing said plans.
  7. Written training procedures for employees who will participate in SDPC plans.

These plans shall be submitted to the Agency for review and approval. All users required to have SDPC and/or spill plans shall submit such a plan within three (3) months and complete implementation within six (6) months of notice regarding the requirements of such plan. Review and approval of such plans and operating procedures shall not relieve the user from the responsibility to modify the user's facility as necessary to meet the requirements of this Ordinance.

- D. In the case of a slug discharge, it is the responsibility of the user to **immediately** notify the Agency after the incident. The notification shall include location of the discharge, type of waste, concentration and volume, and corrective action. The user shall also provide the Agency with a detailed, written report of this incident within five (5) days.
- E. A notice shall be permanently posted in a conspicuous location on the user's premises advising the employees whom to call in the event of a slug discharge or accidental spill. The

user shall ensure that all employees who may cause or allow such discharges to occur are advised of the emergency notification procedures.

F. Each user who violates any of the requirements of the slug discharge and/or accidental spill program, or allows a slug discharge or spill to enter the sanitary sewer system to occur, shall be subject to the enforcement provisions of this Ordinance.

G. The employer shall post the Slug Discharge Prevention and Contingency Plan in a readily available location at the work site, such as near sinks or other points of discharge.

**SECTION 6.14 - HAZARDOUS WASTE DISCHARGE:** All industrial users shall notify the Agency, the EPA Regional Waste Management Division Director, and State hazardous waste authorities in writing of any discharge to the Agency's sanitary sewer of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261 or as otherwise defined by State statute or regulation.

Such notification must include the name of the hazardous waste, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the industrial user discharges more than 100 kilograms of such waste per calendar month to the Agency's facilities, the notification shall also contain the following information, if known: (1) an identification of the hazardous waste constituents contained in the waste; (2) an estimation of the mass and concentration of such constituents in the waste stream discharged during that calendar month; and (3) an estimation of the mass constituents in the waste stream expected to be discharged during the following twelve (12) months.

In the case of any notification made under this Section, the industrial user shall certify that it has a program in place to reduce the volume of toxicity of hazardous waste generated to the degree it has determined to be economically practical.

Nothing contained in this Section of the Ordinance is intended to modify the prohibitions set forth in Section 6.05 (N).

**SECTION 6.15 - RESPONSIBILITY OF USERS:** It shall be the responsibility of the user and/or discharger to comply with all of the provisions of this Ordinance. The omission to act by the Agency and/or the failure of the Agency to take cognizance of the nature of the operation of the user and/or the properties of the user's wastewater shall not relieve the user of responsibility to comply with the conditions of this Ordinance including, but not limited to, such requirements regarding permitting, pretreatment, monitoring, and reporting. It shall be the responsibility of the user to make determinations as to the nature of its operation and wastewater flow and to take such actions as may be required under this Ordinance prior to any discharge of wastewater, whether or not the user has been informed by the Agency of the requirements which may apply to the user regarding its discharge.

All New Source, New Industrial User, New User, or users proposing to change the use of a commercial facility, shall complete a Survey for Commercial/Industrial Wastewater Discharge Requirements. Upon review of the Survey, the Agency may require the industrial user to apply for an Industrial Wastewater Discharge Permit, install pretreatment equipment (monitoring

manholes, grease interceptors, etc.), and/or additional plumbing such as, separate process waste and sanitary waste lines. Industrial users currently connected or contributing to the Agency's sanitary sewer system, or who propose to connect or contribute to the Agency's sanitary sewer system, must obtain a wastewater discharge permit. The Agency may waive the wastewater discharge permit requirement for industrial users contributing only domestic wastewaters (wastewaters from restrooms, drinking fountains, showers, or air conditioners used for human comfort), or industrial users that are determined by the Agency to have an insignificant impact on the Agency's facilities. This waiver shall not relieve an industrial user of the responsibility to comply with the conditions of this Ordinance. All existing industrial users connected to or contributing to the Agency's sanitary sewer system and having a current wastewater discharge permit shall be required to obtain a new permit or permit contract upon the expiration of their existing permit.

In order that employees of users be informed of Agency requirements, users shall make available to their employees copies of this Ordinance, together with such other wastewater information and notices which may be furnished by the Agency from time to time directed toward more effective water pollution control.

**SECTION 6.16 - USER CLASSIFICATIONS (CATEGORIES):** The Agency will classify all users in accordance with the principal activity conducted on the premises where the discharge occurs. The purpose of the classification is to facilitate regulation of discharges to Agency facilities on the basis of each user's waste quality, quantity, flow, and Agency involvement. The determination by the Agency regarding the designation of industrial users into categories may be based on the unusual character of the wastewater due to its volume, strength, composition or its derivation from a hazardous waste or substance; or the potential variability in the character of the wastewater; or on the potential for increased administrative cost to the Agency due to the unusual character of the waste. The classification shall further provide a means of imposing an appropriate level of oversight, control, and enforcement according to the source of the discharge. The classification system will also allow equitable recovery of Agency operating and capital costs for the program.

Industrial users may be subject to wastewater discharge permit requirements depending on the volume, characteristics, and origin of their wastewater discharge. Industrial users may be required to supply such information and data concerning their processes, including discharge samples, as may be necessary for the Agency to determine how a user should be designated. Industrial users must, if requested, provide such other information regarding the nature of the entity, its operations, storage and use of chemicals, and storage and use of hazardous substances, as may be reasonably necessary to make such determination as to the classification of said user. The Agency may also require information relating to potential for accidental discharges of hazardous or prohibited substances to a Agency facility. Such inquiries may include information regarding the current disposal procedures of the user with regard to chemicals and/or substances which are not in the ordinary course of the user's operations discharge to a Agency facility. As set forth in the Definition Section of this Ordinance, there are two (2) major categories of user: to wit, domestic users and industrial users. Industrial users subcategories are as follows:

1. Significant Industrial User

- A. Class A Categorical User: A Categorical User includes all industrial users subject to Categorical Pretreatment Standards under 40 CFR 403.6 and any industry as defined in 40 CFR Chapter I, Subchapter N, 405-471. These industrial operations have wastewater discharges which contain materials that, if untreated, can pose significant risks to personnel, collection systems, and treatment plant processes. These users shall pretreat process wastestreams to meet specific toxic pollutant limits set by the EPA prior to discharge to the Agency's sewer systems.
- B. Class B Industrial User: Any non-domestic user of the Agency's wastewater disposal system who (1) has a discharge flow of twenty-five thousand (25,000) gallons or more per average work day, or (2) contributes process wastewater which makes up 5% or more of the Agency's treatment plant's average dry weather hydraulic or organic capacity; or (3) has in its wastes hazardous pollutants, or (4) has in its untreated wastewater pollutants which are in excess of any pretreatment standard or requirement, including any standard identified in this Ordinance or local limits set by resolution of the Agency's Board, or (5) may, in the opinion of the Agency, have a reasonable potential for adversely impacting, either singularly or in combination with other contributing industries, the Agency's treatment plant or the ability of the Agency to meet the objectives of this Ordinance or for violating any pretreatment standard or requirement.

This classification includes Zero Discharge Users which would be classified as Categorical Users if they discharged their process wastewater to the sanitary sewer, but which have elected to off-haul and/or recycle all process discharges. Zero Discharge Users shall have no discharge to the sanitary sewer other than domestic wastewater.

- C. Class C Industrial User: Any non-domestic user which may, in the opinion of the Agency, have an impact on the Agency's ability to meet the objectives of this Ordinance. This impact may be of a lesser degree than for a Class B Industrial User due to the volume, characteristics, or the nature of the process producing the waste. Any non-domestic user which generates hazardous waste, whether or not said waste is, in the normal course of the industrial process, discharged into the sanitary sewer system, may be considered a Class C Industrial User. This classification applies to, but is not limited to, those industrial users who are not designated as Class A or Class B users and who are required to have a County Hazardous Waste Facility License. This Class C Industrial User category shall also include industrial users who store or use hazardous materials, whether or not a hazardous waste is produced in the industrial or commercial process if, in the determination of the Agency, a potential exists for these wastes to be discharged into the Agency's facilities. This classification also applies to those industrial users not designated as Class A or Class B Industrial Users which are required by statute or County regulations to have a Hazardous Materials Response Plan and Inventory. A Class C Industrial User shall also include all varieties of non-domestic users for which the General Pretreatment Regulations promulgated by the EPA under a 40 CFR 403.8(f)(2)(iii) may require the Agency to provide an Industrial User (IU) Notification regarding the applicability of RCRA requirements.

Class C Industrial Users may be individually designated by the Agency based on the criteria set forth above or on categorization of the User as a member of a particular business category. Examples of business categories which may be included in the Class C Industrial User designation are: analytical and clinical laboratories, dry cleaners and laundries, vehicle maintenance and repair facilities, printing and allied industries, photo processors and pesticide formulators and applicators.

This classification may also include the Zero Discharge User which, in the opinion of the Agency, meets the definition of an SIU-Class B User but has no process discharge to the sanitary sewer. Industrial Users in this classification require less oversight by the Agency than SIU-Class B Users.

All SIUs should be inspected at least annually by the Agency's Industrial Waste Inspector. Monitoring and sampling requirements for SIUs shall be as set forth in Article 6.

2. Commercial User: Any non-residential user which is not included within the definitions and parameters of an SIU shall be considered a Commercial User. Users in this classification generate no process wastewater and discharge only domestic wastewater to the sanitary sewer system.
3. Special Discharge/Groundwater Remediation User: Users in this classification discharge wastewater to the sanitary sewer system generated by the following: operations associated with remediation of soil and/or groundwater contaminated by leaking underground storage tanks; construction site dewatering; or other industrial operations in which there is no other acceptable or reasonable alternative for disposal. If pretreatment of the wastewater by the IU is required in order to bring the discharge into compliance with the Agency's specific pollutant limitations, such pretreatment will be specified in the (temporary) permit issued by the Agency pursuant to Section 6.18.
4. Waste Haulers: Users in this classification shall apply for and receive a Waste Hauler Discharge Permit pursuant to Article IX of the Sanitation Code prior to discharging any wastewater to the Agency's facilities. Wastewater discharged to the Agency's facilities by permitted Waste Haulers is limited to the following: domestic septage; and special batch loads of wastewater that have been sampled and analyzed in accordance with the Agency's requirements and have been approved by the Agency's Environmental Compliance Inspector or Water Agency Coordinator- Environmental Services.

All users are subject to the prohibitions set forth in this Ordinance, with such Federal and State statutes and regulations as may apply, and the specific pollutant limitations as may be promulgated by the Agency Board either by ordinance or resolution.

Domestic users under normal circumstances will not be required to apply for or receive a wastewater discharge permit as defined in this Ordinance, providing that said domestic user discharges only that wastewater which is consistent with the definition of domestic wastewater set forth herein.

**SECTION 6.17 - SWIMMING POOLS AND SPAS:** It shall be unlawful for any person to discharge the contents of a swimming pool or a spa into a sanitary sewer except in the manner specified herein. The size of pipe carrying discharge water shall not be larger than one inch and shall not be under a head to exceed twenty (20) feet. If the water is discharged by pumping, the rate of flow shall not exceed one hundred (100) gallons per minute. Each swimming pool or spa discharging to a sanitary sewer shall be equipped with an approved separator to capture filtering agents and an approved air gap to preclude any possibility of a backflow of sewage into the swimming pool or spa piping system. Connections shall only be allowed per Section 6.05(k).

**SECTION 6.18 - ACCEPTANCE OF WASTEWATER FROM REMEDIATION PROJECTS:** Wastewater generated from the cleanup of spills, leaking underground storage tanks, contaminated soil or groundwater, monitoring wells, or other similar sources shall not be discharged through direct or indirect connection to the Agency's sewer system unless a temporary or wastewater discharge permit as defined in Section 6.16, User Classifications, is issued by the Agency. The Agency will approve the discharge of such wastewater and issue such a permit only when, in its judgment, no reasonable alternative method of disposal is available and Agency's facilities will not be significantly affected.

Whenever the discharge of such wastewater is proposed, the applicant shall submit an analysis of the nature of the proposed discharge and alternative methods of disposal available, together with justification indicating that there is no reasonable alternative to discharge to the sewer system. Such analysis shall deal with environmental and liability factors, as well as financial impacts.

The applicant's analysis of alternative methods of disposal, and the above-described comprehensive report (if required), shall be submitted to the Agency's Environmental Services Inspector or Water Agency Coordinator - Environmental Services for a decision on whether or not a temporary discharge permit will be issued.

If a temporary discharge permit is granted for the discharge of such wastewater, the user shall pay such fees and charges and meet such special conditions and requirements as determined by the Agency to specifically apply for that particular discharge. Such temporary discharge permit shall be classified into one of the categories as defined in Section 6.16.

**SECTION 6.19 - WASTEWATER DISCHARGE PERMIT APPLICATION:** Users required, or who may be required, to obtain a wastewater discharge permit shall complete and file with the Agency an application in the form prescribed by the Agency. A new industrial permit fee may be assessed at the time of the application. Existing users (except those with current permits) shall apply for a wastewater discharge permit within one-hundred eighty (180) days following the effective date of this Ordinance, and new users shall apply at least thirty (30) days prior to connecting to or contributing to the Agency's facilities. In support of the application, the user may be required to submit, in units and terms appropriate for evaluation, some or all of the following information but will in all cases be required to submit items Q and R.

- A. Name and address of the operator or owner, and location of the facility for which the permit application is being made.

- B. SIC number(s) according to the Standard Industrial Classification Manual, Bureau of the Budget, 1972, as amended, for all operations conducted at the facility.
- C. A list of all environmental control permits and hazardous substance release response (spill) plans that are held by or for the facility.
- D. Time(s) and duration of all process discharges. Include the quantity, rate, and times of occurrence of any batch discharges.
- E. Daily maximum, daily average, and monthly average wastewater flow rates, including daily, monthly, and seasonal variations, if any. Flow rates shall be provided for each regulated process stream.
- F. Site plans, floor plans, mechanical plans, and plumbing plans, and details to show all sewers, sewer connections, and appurtenances by the size, location, and elevation.
- G. Description of activities, facilities, and plant processes on the premises including all materials which are, or could be, discharged, provided such chemicals are present in quantities sufficient to cause harm to the operations of the Agency or to the environment if released. Description of materials, including brand names and their physical or chemical properties. Description of any and all existing or proposed wastewater pretreatment facilities. Construction drawings and design criteria shall also be submitted.
- H. A schematic flow diagram of each major process activity described in Part G.
- I. The nature and concentration of any pollutants in the discharge which are limited by a Agency or State pretreatment standard or requirement or by a national pretreatment standard, or which are otherwise requested by the Agency. Pollutant data shall be provided for each regulated process stream. In the case of an existing user, a statement regarding whether or not the pretreatment standards and requirements are being met on a consistent basis and if not, whether additional operation and maintenance and/or additional pretreatment is required for the user to meet applicable pretreatment standards and requirements.
- J. The nature and concentration of any pollutants in the discharge which are limited by State or Federal standards concerning the release or discharge of any hazardous substance or waste.
- K. If additional pretreatment housekeeping, process changes, and/or operations will be required to meet the pretreatment standards and requirements. The user shall develop the shortest schedule by which the user will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established by EPA, the State, or the Agency for the applicable standard.

The following conditions shall apply to this schedule:

1. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.).
  2. Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the General Manager including, as a minimum, whether or not the user complied with the increment of progress to be met on such date and, if not, the date on which the user expects to comply with the increment of progress, the reason for delay, and the steps being taken by the user to return the construction to the schedule established.
- L. Each product produced by type, amount, process or processes, and rate of production for the present calendar year.
- M. Type and amount of raw materials processed (average and maximum per day), provided such raw materials are present in quantities sufficient to cause harm to the operations of the Agency or to the environment if released.
- N. Number, type, and volume/amount of hazardous substances stored on the premises and a description of the variety of the method of storage and/or the containment device for such substances, provided such substances are presenting quantities sufficient to cause harm to the operations of the Agency or to the environment if released.
- O. A description of the spill protection and emergency response procedures used or proposed to be used at the facility.
- P. Number and classification of employees, hours of operation of plant, and proposed or actual hours of operation of pretreatment system.
- Q. A signed statement of the authorized representative of the industrial user applicant that the information presented in the permit application is true and accurate to the best of the authorized representative's knowledge, and that the applicant is, or upon connection will be, in compliance with applicable pretreatment standards and requirements on a consistent basis and if not, whether additional operation and maintenance (O & M) and/or additional pretreatment is required for the applicant to meet such standards and requirements.
- R. A signed certification of a qualified professional that the applicant is or upon connection will be in compliance with applicable pretreatment standards and requirements on a consistent basis and if not, whether additional O & M and/or pretreatment is required for the applicant to meet such standards and/or requirements.
- S. Any other information as may be deemed by the Agency to be necessary to evaluate the permit application.



**SECTION 6.20 - WASTEWATER PERMIT APPLICATION EVALUATION:** All new industrial users shall arrange for a Agency representative to conduct a walk-through site inspection of the user's facilities during the one hundred eighty (180) day period prior to connecting or contributing waste or wastewater to the Agency's facilities. New industrial users shall submit to the Agency, within one-hundred eighty (180) days after commencement of discharge to the Agency's facilities, an analysis of said discharge delineating wastewater constituents and characteristics including, but not limited to, those mentioned in Section 6.05 of this Ordinance.

**SECTION 6.21 - PERMIT TO DISCHARGE REQUIRED:** Any significant industrial user proposing to begin or recommence discharging industrial wastewater into the Agency facility must obtain a wastewater discharge permit prior to discharging. A wastewater discharge permit application must be filed with the Agency at least forty-five (45) days prior to the date upon which any discharge will begin.

**SECTION 6.22 - WASTEWATER DISCHARGE PERMIT CONDITIONS:** Permits may contain provisions, requirements, and standards appropriate to carry out the objectives of this Ordinance, including but not limited to, the following:

- A. The unit charge or schedule of user charges and fees for the wastewater to be discharged to the Agency's facilities.
- B. Limits on the average and maximum wastewater constituents and characteristics. These limits may be based on pollutant concentration and/or mass and may include prohibitions on discharge of said pollutants.
- C. Limits on average and maximum rate and time of discharge or requirements for flow regulation and/or equalization.
- D. Requirements for installation and maintenance of sampling and flow metering facilities.
- E. Requirements for monitoring programs which may include flow metering, sampling locations, methods of sampling, frequency of sampling, number, types, and standards for tests and reporting schedule.
- F. Compliance schedules.
- G. Requirements for submission of technical reports or periodic compliance reports.
- H. Requirements for maintaining and retaining plant records relating to wastewater discharge, hazardous waste manifests, maintenance and cleaning logs, MSDS, chemical inventories, and any others as specified by the Agency.
- I. Requirements for notification of the Agency of any new introduction of pollutants, or any change in plant processes, or in the volume or character of the wastewater constituents being introduced into Agency facilities.

- J. Requirements for notification of slug or accidental discharges, including discharge limit violations, or upset of the pretreatment facility.
- K. Requirements for providing the Agency with design and construction plans and specifications of the wastewater pretreatment facility, whether proposed or in existence.
- L. Requirements for providing the Agency with plans and specifications of the discharger's industrial or commercial operation and/or processes, including such other information as the Agency may reasonably request that pertains to the industrial user's operation.
- M. Requirements for notification of any planned alteration of the proposed or existing wastewater pretreatment system.
- N. Requirements for the notification of the Agency of planned alterations of the operations processes of the industrial user which could result in an alteration of the users process discharge or the potential for an accidental spill or slug discharge.
- O. Requirements prohibiting bypass of the wastewater pretreatment facility, unless bypass is essential for maintenance, or unavoidable to prevent loss of life, injury, or severe property damage.
- P. Requirement that the discharger notify the Agency prior to any proposed bypass other than due to accident or emergency.
- Q. Requirements to have emergency spill plans on file with the Agency.
- R. Requirements to certify that the industrial user has not discharged hazardous substances without a permit through a Agency facility, which substances have been stored or used in the user's process and which the user contends will not, in the ordinary course of the user's operation, enter the sewer system.
- S. Requirements for re-sampling following a discharge violation, the submittal of reports explaining the cause of the violation, and the steps that have been or will be taken to prevent a reoccurrence of the violation.
- T. Requirements for providing access to Agency personnel at all reasonable times to conduct sampling and/or inspection of any and all processes which can contribute to the waste stream, including the actual wastewater discharge.
- U. Requirements for providing the Agency with operation and maintenance records and cleaning logs for the wastewater pretreatment facility, including periodic updates, as appropriate.
- V. The prohibition of dilution as partial or complete substitute for adequate pre-treatment to achieve compliance with permit conditions.
- W. Signatory requirements specifying the responsible corporate officer for the industrial user.

- X. Other conditions as deemed appropriate by the Agency to ensure compliance with this Ordinance and any other agency having jurisdiction including, but not limited to, Environmental Health, Regional Water Quality Control Board, Air Quality, Water Resources Control Board, or Fire Department.
- Y. Technical provisions or requirements related to the wastewater pretreatment facility which, in the opinion of the Agency, may be necessary to insure the adequacy and reliability of the wastewater pretreatment system. These technical conditions may include conditions requiring continuous monitoring, training personnel, alarm systems, automated shutoff, flow through monitoring, and/or provisions for discharges in batch amounts only subsequent to sample testing.

**SECTION 6.23 - WASTEWATER DISCHARGE PERMIT DURATION:** Permits shall be issued for a specified time period, not to exceed three (3) years. A permit may be issued for a period less than a year or may be stated to expire on a specific date. The user shall apply for permit reissuance a minimum of ninety (90) days prior to the expiration of the user's existing permit. The terms and conditions of the permit may be subject to modification by the Agency during the term of the permit as limitations or requirements as identified in Section 6.2 are modified or other just cause exists. The user shall be informed of any proposed changes in his permit at least thirty (30) days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

**SECTION 6.24 - WASTEWATER DISCHARGE PERMIT CONTRACT:** The Agency shall require certain Industrial Users as determined by the Agency to enter into a wastewater discharge permit contract for connecting to or contributing wastewater to Agency facilities. The wastewater discharge permit contract shall incorporate the provisions of this Ordinance by reference including all requirements and standards as may be set forth herein or promulgated by the Agency Board by resolution. The wastewater discharge permit contract may contain all of the permit provisions set forth in Section 6.22. In addition, the permit contract may contain additional provisions including, but not limited to, the following:

- A. Provisions for liquidated damages for discharges in violation of the discharge prohibitions and limitations of this Ordinance and/or of such special prohibitions or limitations as may be set forth in the permit contract. These liquidated damages provisions may be proposed without regard to proof of pass through, damage to the environment, or interference with Agency facilities or operations and may be assessed on a strict liability basis for violation of the noted provisions.
- B. Requirements for providing proof of insurance, indemnification of the Agency, and bonding in order to adequately protect the Agency, in its judgment, from the potential of the increased exposure to liability due to the user's discharge.
- C. Provisions for termination of the permit contract and wastewater sewer service for violation of this Ordinance or other wastewater permit contract conditions.

D. Any and all other conditions as may be deemed appropriate by the Agency to ensure compliance with all provisions of this Ordinance and the objectives set forth herein.

**SECTION 6.25 - WASTEWATER DISCHARGE PERMIT MODIFICATIONS:** Upon renewal or when a new National Categorical Pretreatment Standard or any other applicable regulation is promulgated, the wastewater discharge permit or permit contract of users subject to such standard shall be revised to require compliance with such standard within the time for compliance prescribed by such standard or within ninety (90) days, whichever is shorter. However, when the time for compliance prescribed by such standard is longer than ninety (90) days, the users subject to such standard may apply to the General Manager or his designee for an extended time for compliance in a wastewater discharge permit or permit contract. The General Manager or his designee may grant such an extension up to the time for compliance set forth in the National Categorical Pretreatment Standards. Where a user, subject to a National Pretreatment Standard, has not previously submitted an application for a wastewater discharge permit as required by Section 6.19 and/or 6.21 of this Ordinance, the user shall apply for a wastewater discharge permit within one hundred eighty (180) days after the promulgation of the applicable National Pretreatment Standard. In addition, the user with an existing wastewater discharge permit or permit contract shall submit to the General Manager, within one hundred eighty (180) days after the promulgation of an applicable Federal Pretreatment Standard, the information required by Section 6.19.

In the event the Agency determines that it is necessary, in order to comply with the objectives of the Ordinance, to impose more stringent limitations or requirements on discharges to the wastewater disposal system than are set forth in an existing permit (for reasons other than issuance of a new National Pretreatment Standard), the Agency shall have the right to require such reasonable modifications of an existing permit to incorporate more stringent limitations or requirements. In the event such permit modification is required, the user shall be provided with reasonable time to make such modifications to its processes or procedures as may be required to meet the more stringent limitations and requirements. After consultations with the user, a Compliance Schedule Agreement shall be issued which would set forth a reasonable schedule for the user to comply with the more stringent standards. If the permit modification will require construction or acquisition of equipment related to pretreatment, the Compliance Schedule Agreement will provide for up to one hundred eighty (180) days to comply; however, this period may be extended for a period not to exceed an additional one hundred eighty (180) days upon determination by the General Manager that good cause exists for an additional period. To the extent that the user remains in compliance with the permit conditions in effect prior to amendment during the compliance period, the user shall not be liable pursuant to the terms of this Ordinance for noncompliance with the more stringent standards or requirements during the period of the Compliance Schedule Agreement provided that the user is also complying with the terms of said Compliance Schedule Agreement.

**SECTION 6.26 - WASTEWATER DISCHARGE PERMIT AND CONTRACT TRANSFER:** Wastewater discharge permits and wastewater discharge permit contracts are issued to a specific user for a specific operation. A wastewater discharge permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation. However, nothing in this Section shall be construed to prevent the application of the terms and

conditions of this Ordinance, including enforcement penalties, from applying to a succeeding owner, successor in interest, or other assigns of an existing contract of permit holder.

**SECTION 6.27 - WASTEWATER DISCHARGE PERMIT FEES:** It is the purpose of this Section to provide for the establishment of a method to recover costs from users of the Agency's wastewater facilities for the implementation of the program established herein. Any additional administrative costs to be considered may include increased potential for the administrative oversight by Federal, State, and local agencies as well as the potential for increased liability exposure and associated legal costs. By separate ordinance, the Board shall establish fees for implementing this program. Types of fees to be established for Wastewater Discharge Permits or Waste Hauler Permits are defined below:

- A. Application Fee: An Application Fee will be established to recover the Agency's estimated cost in reviewing the application for a Wastewater Discharge Permit. The Application Fee, upon being established by separate ordinance shall be paid to the Agency upon submission of the permit application. Should the permit be denied, the Application Fee will not be refunded.
- B. Renewal Application Fee: The Renewal Application Fee is established to recover the Agency's estimated cost in reviewing the renewal application for a Wastewater Discharge Permit. The Renewal Application Fee, upon being established by separate ordinance, shall be paid to the Agency upon submission of the permit application. Should the permit renewal be denied, the Renewal Application Fee will not be refunded.
- C. Permit Issuance Fee: The Permit Issuance Fee is established to recover the Agency's estimated cost for processing each class of permit, including establishing the permit requirements, Agency compliance reporting to the State and EPA, and minor permit modification during the life of the permit. The Permit Issuance Fee, upon being established by separate ordinance, shall be paid each time the permit is issued and when the permit is reissued. The Permit Issuance Fee shall be paid to the Agency prior to issuance or re-issuance.
- D. Permit Monitoring and Inspection Fee: The Permit Monitoring and Inspection Fee, upon being established by separate ordinance, will recover the Agency's costs based on an estimate of the costs of routine monitoring for compliance and periodic inspection of the permittee's processes during the life of the permit. The Permit Monitoring and Inspection Fee will vary from permit to permit and will depend on the frequency of the monitoring and cost of the necessary laboratory tests to verify compliance with the permit conditions. This fee may be billed directly to the permittee in advance and is payable within fifteen (15) days from the date of invoice.
- E. Noncompliance Monitoring Fee: The Noncompliance Monitoring Fee, upon being established by separate ordinance, will consist of actual costs incurred by the Agency associated with any additional inspection, sampling, analysis, and reporting; together with direct labor, labor burden, and overhead of Agency personnel and all direct costs for work performed as a result of a permittee's noncompliance with permit conditions. The

Noncompliance Monitoring Fee will be billed directly to the permittee as costs are incurred and is payable within fifteen (15) days from the date of invoice.

- F. Surcharge Fee: In order to equitably distribute the costs of operating the POTW, a surcharge fee may be imposed. Such fees will recover abnormal costs associated with treatment of high strength conventional pollutants and high flows. A separate ordinance will establish rates and conditions of surcharge fees.

Permittees shall also pay all other applicable Agency fees and charges as provided elsewhere in this Ordinance, and sewer service charges in accordance with separate Agency regulations.

**SECTION 6.28 - REPORTING REQUIREMENTS--NOTIFICATION OF SLUG LOAD OR**

**ACCIDENTAL SPILL:** It is the responsibility of all industrial users to telephone and notify the Agency immediately after the incident of any slug load or accidental discharge as required by Section 6.13 of this Ordinance, except in cases where such action may be necessary to terminate the spill or discharge, or to take such action(s) necessary to prevent further damage to the facilities or to protect lives and/or other property. Notification shall include location of discharge, type of waste, duration, concentration and volume, cause of the incident and corrective actions to be taken.

- A. Written Notice: A written follow-up report of the incident shall be filed and signed by the authorized signator of the user with the Agency within five (5) days. The report shall specify and/or include:

1. Description of the accidental spill or slug load, the cause(s) thereof and the accidental spill's or slug load's impact on the user's compliance status.
2. Duration of noncompliance, including exact dates and times of noncompliance, and if the noncompliance continues, the time by which compliance is reasonably expected to occur.
3. All steps taken or to be taken to reduce, eliminate, and prevent recurrence of such accidental spill, slug load, or other conditions of noncompliance.
4. A self critique and evaluation of the user's response and actions for each incident, including if appropriate, an explanation why any action(s) to terminate the spill/discharge or to protect life and property, prevented immediate notification.

Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to Agency facilities, fish kills, or any other damage to person or property; nor shall notification relieve the user of any fines, penalties, or other liability which may be imposed by this Ordinance or other applicable law.

- B. Notice to Employees: Users who are employers shall permanently post a notice on their bulletin board, or other prominent place, advising employees of the user whom to call in the event of such a discharge. The user shall ensure that all employees who may cause or suffer such discharge to occur are advised of the emergency notification procedure.

**SECTION 6.29 - REPORTING REQUIREMENTS--PRIOR NOTIFICATION OF CHANGE IN VOLUME OR CHARACTER OF WASTEWATER:** All users shall promptly notify the Agency in writing (except in emergencies where telephone notification is acceptable) prior to: (1) any new or increased discharge or any change in nature of their discharge which discharge does not meet pretreatment standards or requirements, or has the reasonable potential to cause the Agency to violate its NPDES permit, or to cause problems to the Agency wastewater system; and (2) any substantial change in volume or character of pollutants in their discharge, including listed or characteristic hazardous wastes.

**SECTION 6.30 - NOTIFICATION REQUIREMENTS--BASELINE REPORT:** All Categorical Users, subject to National Categorical Pretreatment Standards, shall submit to the Agency a baseline report within one hundred and eighty (180) days of the effective date of this Ordinance or one hundred and eighty (180) days after final decision on a category determination by EPA or the State, whichever is earlier. The baseline report shall contain the information specified in 40 CFR 403.12(b). The information required for application for a permit under Section 6.19 and/or for modification of a permit under Section 6.25 of this Ordinance may fulfill the requirements of the baseline report. If in submitting information to apply for or modify a permit, the user also intends to fulfill the requirements for the baseline report, the user shall so state.

**SECTION 6.31 - NOTIFICATION REQUIREMENTS--COMPLIANCE REPORT:** Within ninety (90) days following the date for final compliance with applicable pretreatment standards or requirements or, in the case of a new user, following commencement of the introduction of wastewater into Agency facilities, any user subject to pretreatment standards or requirements shall submit to the Agency a report indicating the nature and concentration of all pollutants in the discharge from the regulated process which are limited by pretreatment standards or requirements, the average and maximum daily flow for these process units, and the actual average production rate for these process units. The report shall state whether the applicable pretreatment standards or requirements are being met on a consistent basis and, if not, what additional operational and maintenance changes and/or pretreatment is necessary to bring the user into compliance with the applicable pretreatment standards or requirements. This statement shall be signed by an authorized representative of the industrial user and a certified qualified professional. Filing of this compliance report cannot relieve the user of any fines, civil penalties, or other liability which may be imposed by this Ordinance or other applicable law for failure to meet the applicable pretreatment standards or requirements subsequent to the date for final compliance with such applicable standard.

**SECTION 6.32 - PERIODIC COMPLIANCE REPORTS:** Categorical Users and Significant Industrial Users shall submit a report to the Agency twice a year or more frequently as specified in the permit or permit contract. Other Industrial Users may be required to submit periodic compliance reports depending on the nature of their discharge. Periodic compliance reports shall be submitted within fifteen (15) days of receipt of the laboratory report. The compliance report shall contain such information as may be deemed by the Agency to be necessary to ensure compliance with the provisions of this Ordinance. Compliance reports shall, at a minimum, contain the following:

- A. The nature and concentration of pollutants which are limited by pretreatment standards or requirements, or which are specified in the permit or permit contract for each regulated waste stream.
- B. A record of average daily flow for the reporting period for each regulated waste stream.
- C. Such other wastewater effluent data as the user has obtained since the last compliance report, whether or not that data is specifically required by the user's permit or permit contract.
- D. Methods utilized by the user in collecting the wastewater sample for analysis including, but not limited to, the sampling device(s) used, the sampling period, the amount of each sample collected, sample handling and preservation techniques used, and date of sample delivery to the laboratory for analysis.
- E. In the event a sample from a periodic compliance report indicates that a constituent is in violation of the allowable concentration levels as set forth in the user's permit or permit contract, the user shall inform the Agency within the next business day following the discovery of the violation, repeat the sampling and pollutant analysis for the parameter in violation, and submit in writing the results of this second analysis within thirty (30) days of the discovery of the first violation. The initial sampling and analysis report shall be submitted within fifteen (15) days of the initial sampling date with a cover report setting forth the causes of the violation, the remedial actions taken to date in regard to the violation, and the scheduled additional actions which will be implemented to prevent a reoccurrence.

The Agency may also at any time require a signed statement by the user setting forth management practices and/or material usage practices which have an effect on the nature, volume, and quality of the wastewater discharge and/or which potentially will affect the ability to comply with pretreatment standards requirements.

The Agency may impose mass limitations on users where the imposition of mass limitations are appropriate. In such cases, the report required under subparagraph (A) above shall indicate the mass of pollutants regulated by pretreatment standards or requirements in the effluent of the user. These reports shall contain the results of all sampling and analysis of the discharge including the flow, concentration, and mass of pollutants regulated by the applicable pretreatment standard or requirement. The user shall provide the actual average production rate of the regulated processes during the reporting period.

**SECTION 6.33 - MONITORING REQUIREMENTS:** Any user may be required to provide wastewater sampling and/or monitoring results or to submit to monitoring by the Agency to assist the Agency in establishing the appropriate category of the user and/or to evaluate compliance with the standards and requirements of this Ordinance. All sampling shall be in accordance with 40 CFR 136.

- A. Classification Sampling: All industrial users may be required to sample and analyze their waste stream(s) to determine the appropriate class of the user. Classification sampling shall be at the Agency's request. The number and type of samples and pollutants analyzed shall



be as specified by the Agency in order to adequately characterize the user's wastewater discharge(s).

- B. Baseline Sampling: Categorical Users and Significant Industrial Users shall sample and analyze their regulated waste stream(s) as part of a permit application or modification of a permit as specified in Sections 6.19 and 6.25 of this Ordinance. In addition, all Categorical Users required to submit baseline reports, as specified in Section 6.30 of this Ordinance, shall sample and analyze their regulated waste stream(s) in accordance with the requirements of 40 CFR 403.12(b). Samples shall be analyzed for constituents or characteristics including, but not limited to, those mentioned in Section 6.05 of this Ordinance and/or in applicable State Pretreatment Standards or requirements, or National Pretreatment Standards, or as otherwise required by the Agency.
- C. Initial Compliance Sampling: All Categorical Users and Significant Industrial Users shall sample and analyze their regulated waste stream(s) for the compliance report as specified herein. Samples shall be analyzed for those pollutants regulated in the applicable pretreatment standard or requirement, or as otherwise required by the Agency.
- D. Periodic Compliance Sampling: All Categorical Users and Significant Industrial Users shall sample and analyze their regulated waste stream(s) to evaluate compliance with the user's permit or permit contract. Periodic compliance monitoring shall be conducted at least twice each year unless specified more frequently in the user's permit or permit contract, or in the applicable National Categorical Pretreatment Standard. Samples shall be analyzed for those pollutants regulated in the applicable pretreatment standard or requirement, or as otherwise required by the Agency.
- E. Sampling and Evaluation Program (SEP): Whenever sampling results indicate that the user's regulated waste stream(s) is in violation of any pretreatment standard or requirement, the user shall collect two (2) additional samples to assess the degree of violation. For additional samples, the user need only analyze for the pollutant(s) which were identified in the original violation(s). The user shall provide the Agency with the results from the confirmation sampling within forty-five (45) days of the date the violation was discovered. The Agency shall also collect at least one sample as part of the SEP. If the laboratory results performed during the initial SEP do not qualify the user to be removed from SNC status, the Agency may require the user to repeat the process, initiate formal enforcement, or both.
- F. Other Compliance Sampling: All Categorical and Significant Industrial Users may be required by the Agency to conduct compliance sampling in addition to those described above. This could include, but is not limited to, sampling required by the Agency in an Enforcement Compliance Schedule Agreement.
- G. Agency Sampling: The Agency may collect and analyze samples on its own or request the user to split samples to evaluate compliance with this Ordinance, or the user's permit, or permit contract. The Agency also reserves the right to conduct all sampling and analysis for the user with all costs borne by the user. In the event that data obtained by the Agency differs from data provided by the user, the Agency's data shall be presumed accurate unless and until the user provides substantial evidence otherwise. In the event that the Agency

performs the sampling, whether announced or unannounced, the user may request that the Agency split its samples and provide one of the split samples for the user's independent analysis.

**SECTION 6.34 - SAMPLING PROCEDURES:** All sampling and testing undertaken for the purpose of compliance with the sampling and reporting requirements of this Ordinance shall be undertaken in accordance with 40 CFR 403.12 and 40 CFR 136. Each regulated waste stream shall be sampled and analyzed separately unless the Agency allows the user to sample and analyze the combined waste streams. The methods of obtaining the sample shall be specified by the Agency. As an alternative, a sampling program proposed by the user shall be submitted to the Agency for review prior to initiating said program. The Agency may state special sampling requirements as needed to insure compliance with this Ordinance.

**SECTION 6.35 - ANALYTICAL PROCEDURES:** All samples shall be preserved and analyzed in accordance with the procedures presented in CFR Title 40, Part 136, Guidelines Establishing Test Procedures for the Analysis of Pollutants, or if 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, in accordance with procedures approved by the EPA, Standard Methods for Examination of Water and Wastewater, and/or the Agency. Unless approved otherwise by the Agency, all analyses shall be performed by a laboratory(s) certified by the State for the specific pollutants and matrix to be analyzed.

For each sampling event, the user shall record and maintain the following information necessary for compliance with chain of custody procedures:

- A. The date, exact place, method, and time of sampling, and the signatures of each person who has handled the samples.
- B. Sample preservation used.
- C. The dates analyses were performed.
- D. Who performed the analyses.
- E. The analytical techniques/methods used.

**SECTION 6.36 - SAMPLING RECORDS:** Records of each sampling event including the original laboratory analytical results, shall be maintained a minimum of three (3) years or, if requested, shall be provided to the Agency or as each individual permit requires.

**SECTION 6.37 - MONITORING/SAMPLING FACILITIES:** The Agency may require monitoring facilities to be provided and operated at the user's own expense to allow inspection, sampling, and flow measurement of regulated discharge. Such monitoring facilities may be required to be retrofitted into the existing sewer system in order to bring existing users into compliance with this Ordinance. The monitoring facility shall be accessible to Agency staff at all times and should normally be situated on the user's premises; but the Agency may, when such a location would be impractical or cause undue hardship on the user, allow the facility to be constructed in the

public street or sidewalk area, and located so that it will not be obstructed by landscaping or parked vehicles.

There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user. Any existing plumbing that is incompatible with monitoring equipment shall be modified at the user's expense. Any proposed modification to the existing plumbing shall be approved by the Agency prior to installation.

Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the Agency Design and Construction Standards for Sanitation Facilities and all applicable local construction standards and specifications. Construction of monitoring facilities shall be completed within forty (40) days following written notification by the Agency, unless a time extension is granted or another construction completion date is negotiated and agreed upon by the Agency. The monitoring facility shall be constructed in such a way as to isolate the industrial process wastewater from dilution by domestic wastewater or other processes and to provide a representative sample.

**SECTION 6.38 - SIGNATORY REQUIREMENTS:** All applications, reports, or other information submitted to the Agency must contain the following certification statement:

"I certify under penalty of perjury that this document and all attachments were prepared under my direction or supervision and in accordance with the system designed to insure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person(s) who manages the system, or those directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and/or imprisonment for knowing violations."

This statement shall be signed by an authorized representative of the industrial user as defined in 40 CFR 403.12(l)(1-4).

**SECTION 6.39 - RIGHT OF ENTRY:** The Agency has the right of inspection of the premises of any user to ascertain whether the objectives of this Ordinance are being met and all standards and requirements are being complied with. Persons or occupants of premises where wastewater is generated or discharged, or where hazardous substances or hazardous wastes are present, shall allow the Agency or their representative ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, photographing, analysis, records examination and copying, or collection of other evidence of a violation of this Sanitation Code as may be necessary in the performance of any of their duties. The Agency, or their authorized representative, accompanied by such other representatives of other public agencies as may be appropriate, shall have the right to set-up on the user's property such devices as are necessary to conduct sampling inspection, compliance monitoring, and/or metering operations. Where a user has security measures in force which would require proper identification and

clearance before entry onto their premises, the user shall make necessary arrangements with their security personnel so that upon presentation of suitable identification, personnel from the Agency, along with other authorized representatives, will be permitted to enter, without delay, for the purposes of performing their specific duties and responsibilities.

Such inspection(s) shall be made with the consent of the owner or possessor of such facilities or, if such consent is refused, with a warrant duly issued pursuant to the procedures set forth in Title 13 (commencing with Section 1822.5) of part 3 of the Code of Civil Procedure; provided, however, that in the event of an emergency affecting public health or safety, such inspection may be made without consent or the issuance of a warrant. To the extent that the owner or possessor of the premises requires that a warrant be received, the Agency may, in its discretion, suspend the right to discharge to sanitary facilities immediately and such suspension may continue until such time as a warrant has been received and the inspection has been completed. The suspension shall be lifted if no violation of this Ordinance, or other Agency ordinances or regulations, if applicable, is found. In the event that violation of this Ordinance, or other Agency ordinances or regulations, if applicable, is found, then the suspension may, in the discretion of the Agency, be continued or terminated, or other enforcement remedies may be sought.

The Agency may choose to inspect the facility to determine compliance with all standards set forth in this Ordinance, or other Agency ordinances or regulations, if applicable, and additionally, such inspections may be undertaken to verify the wastewater flows and strengths reported by the discharger.

**SECTION 6.40 - PRETREATMENT FACILITIES:** Users shall provide necessary wastewater treatment as required to comply with this Ordinance and shall achieve compliance with all National Pretreatment Standards within the time limitations as specified by the Federal regulations, or this Ordinance, or the permit, or permit contract, whichever is earliest. Any facilities required to pretreat wastewater to a level acceptable to the Agency shall be provided, operated, and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the Agency for review, and shall be acceptable to the Agency before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the Agency under the provisions of this Ordinance. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to the Agency prior to the user's initiation of the changes.

**SECTION 6.41 - PUBLICATION OF USERS IN SIGNIFICANT NONCOMPLIANCE:** Pursuant to Federal requirements, the Agency shall annually publish in the largest daily newspaper within the jurisdictional boundaries of the Agency a list of the users which were in significant noncompliance with any pretreatment requirements or standards during the twelve (12) previous months. The notification shall also summarize any enforcement actions taken against the user(s) during the same twelve (12) months.

**SECTION 6.42 - RECORDS RETENTION:** All records and reports relating to compliance with pretreatment requirements or standards shall be made available to officials of the EPA, State, and Agency, or their authorized representatives. These records shall be retained for a minimum of three (3) years from the date of the compliance report to which these records are applicable or

three (3) years from the date any investigation or enforcement action undertaken by the Agency, State, or EPA has been concluded, except when there is unresolved litigation regarding the user or the Agency to which such records are relevant, or a request of the General Manager of the Agency for a longer retention, in which cases the records shall be retained until the litigation is concluded (including the expiration of all periods of limitation and of all appeals), or as requested by the General Manager.

**SECTION 6.43 - CONFIDENTIAL INFORMATION:** Information and data on a user obtained from reports, questionnaires, permit applications, permits, monitoring programs, and inspections shall be available to the public or other governmental agency without notification unless the user specifically requests confidentiality and is able to demonstrate to the satisfaction of the Agency that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets of the user.

The portions of such information which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available upon request to other governmental agencies for uses related to this Ordinance, the National Pollutant Discharge Elimination System (NPDES), and/or the pretreatment program. Those portions of the information shall also be available for use by the State or any State agency in judicial review or enforcement proceedings involving the user furnishing the information. Wastewater constituents and characteristics will not be recognized as confidential information.

Information and data requested from a user which the user believes to be proprietary and the release of which to the public would substantially impair the operations of the user, may alternatively be provided to the Agency for its review at the facility of the user rather than provided to the Agency for its keeping, at the discretion of the Agency. The burden will be on the user to demonstrate to the satisfaction of the Agency that such information is proprietary and that this alternative procedure is necessary or appropriate and will not prevent the Agency from properly carrying out the objectives of this Ordinance. Unless those documents claimed as confidential by the user are clearly marked or stamped with the words "confidential - proprietary information," the Agency shall treat all such documents as a matter of public record.

Information received by the Agency as confidential, shall not be transmitted to any person except the Environmental Protection Agency, the State Water Quality Control Board, the Regional Water Quality Control Board and/or any other agency having jurisdiction, until the Agency provides the user in question with a ten (10) day notification.

## ARTICLE VII - ENFORCEMENT

- SECTION 7.01 - ENFORCEMENT MECHANISMS
- SECTION 7.02 - INFORMAL ADMINISTRATIVE ACTIONS
- SECTION 7.03 - ADMINISTRATIVE ORDERS AND COMPLIANCE SCHEDULES
- SECTION 7.04 - SAMPLING AND EVALUATION (S&E) PROGRAM - GROUNDS FOR INSTITUTING
- SECTION 7.05 - S&E PROGRAM - REVEALING NONCOMPLIANCE
- SECTION 7.06 - CONTINUED NONCOMPLIANCE AFTER S&E PROGRAM OR ECSA
- SECTION 7.07 - ASSESSMENT OF CHARGES FOR OBSTRUCTION OF DAMAGE TO AGENCY FACILITIES OR OPERATIONS
- SECTION 7.08 - SUSPENSION OF SERVICE
- SECTION 7.09 - REVOCATION OF PERMITS/TERMINATION OF PERMIT CONTRACT
- SECTION 7.10 - IMMEDIATE TERMINATION OF DISCHARGE
- SECTION 7.11 - ADMINISTRATIVE CIVIL PENALTIES
- SECTION 7.12 - CIVIL ACTION
- SECTION 7.13 - INJUNCTION
- SECTION 7.14 - CIVIL ACTION FOR PENALTIES
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- SECTION 7.16 - GENERAL CRIMINAL PENALTIES
- SECTION 7.17 - FALSIFYING INFORMATION
- SECTION 7.18 - NOTIFICATION PROCEDURES TO THE USER
- SECTION 7.19 - NOTIFICATION PROCEDURES TO AGENCY
- SECTION 7.20 - COSTS
- SECTION 7.21 - RESPONDING TO SIGNIFICANT NONCOMPLIANCE

**SECTION 7.01 - ENFORCEMENT MECHANISMS:** It is the intent of this Enforcement Section to provide adequate mechanisms to achieve a maximum degree of compliance with this Ordinance by all users. These enforcement provisions apply to all classes of users to the extent such user violates any provision of this Ordinance or administrative order of the Agency pursuant to this Ordinance. In order to achieve the maximum degree of compliance desired, the Agency will use a variety of enforcement mechanisms. The enforcement mechanisms set forth range from informal administrative action to a request for criminal prosecution. The Agency may, in its discretion, implement the use of any mechanism or the concurrent use of several mechanisms in order to enforce the provisions of this Ordinance. The enforcement mechanisms provided herein may be cumulative in respect to such other enforcement mechanisms or civil and criminal penalties as may be otherwise available under the laws of the State of California and the United States of America. Nothing in this Ordinance is intended to prevent State and/or Federal regulatory agencies from undertaking enforcement actions as may otherwise be available due to a violation of this Ordinance which also constitutes a violation of Federal or State statutes and regulations, such as: (1) the Clean Water Act (33 U.S.C.A. §1251, *et seq.*); (2) the California Porter-Cologne Water Quality Act (California Water Code § 1 3000, *et seq.*); (3) the California Hazardous Waste Control Law (California Health and Safety Code §25100 - §25250); (4) the Resource Conservation and Recovery Act (42 U.S.C.A. §6901, *et seq.*); and (5) California Government Code §54739 - §54740.6. The referenced State and Federal laws, along with other pertinent laws, provide authority for the Agency's enforcement mechanisms.

The enforcement mechanisms available to the Agency for violations of the provisions of this Ordinance, applicable Agency resolutions, and permit or permit contract provisions include the following:

- A. Informal administrative action (including NOVs and warning notices).
- B. Administrative orders.
- C. Institution of Sampling and Evaluation Programs, Enforcement Compliance Schedule Agreements, and related administrative orders.
- D. Assessment of charges for obstruction or damage to Agency facilities or operations.
- E. Suspension or termination of services.
- F. Administrative complaints for administrative civil penalties.
- G. Civil action.
- H. Criminal action.

**SECTION 7.02 - INFORMAL ADMINISTRATIVE ACTIONS:** Agency staff may, on an informal basis, take action against a discharger for minor violations, or technical or clerical shortcomings of a user or a user's compliance submittals. These informal administrative actions may include informal notices (i.e., telephone calls to the user's representative), Notice of Violation (NOV), and informal meetings or informal warning letters. Such action will not prevent a subsequent or concurrent imposition of other enforcement mechanisms.

**SECTION 7.03 - ADMINISTRATIVE ORDERS AND COMPLIANCE SCHEDULES:** When the General Manager finds that a user has violated the prohibitions or requirements of this Ordinance or the provisions of a wastewater discharge permit or wastewater discharge permit contract, the General Manager may issue an administrative order directed at those users not complying with such prohibitions, limitations, requirements, or provisions to (1) cease to discharge immediately; (2) comply with requirements immediately; or (3) make such changes to their pretreatment facility and procedures immediately as to insure full compliance. The General Manager may take other actions as it deems appropriate, such as installing locking device on manholes or cleanouts, to prevent prohibited or unapproved discharges to the wastewater collection system.

The General Manager may also issue, under the circumstances set forth above, an order containing a compliance schedule or a time schedule setting forth dates by which specific corrective actions must be completed.

**SECTION 7.04 - SAMPLING AND EVALUATION PROGRAM - GROUNDS FOR INSTITUTING:** In addition to those grounds set forth in Section 6.32 (E), grounds for instituting a Sampling and Evaluation (S&E) Program include compliance sampling or Agency sampling indicating a significant noncompliance (SNC). The S&E Program may consist of Agency

sampling of the discharger's wastewater at the first opportunity convenient to the Agency, upon which daily samples may be taken continuously for up to five (5) days, or longer if determined necessary by the General Manager. The Agency or outside laboratory shall analyze these samples for the constituents in violation and provide notice to the discharger in regard to the results of said sampling. Violations occurring during the S&E Program shall constitute additional and subsequent violations under this Ordinance or under any applicable law.

**SECTION 7.05 - S&E PROGRAM - REVEALING NONCOMPLIANCE:** If the S&E Program reveals user noncompliance with the prohibitions or specific pollutant limitations specified in this Ordinance, or in the user's permit or permit contract, the Agency may take any or all of the following actions:

- A. The user may be assessed all costs incurred during the S&E Program for sampling and analysis, including labor, equipment, materials, outside services, and overhead.
- B. The General Manager may place the user on a compliance schedule or undertake another S&E Program. The compliance schedule shall provide for minimum required actions to be undertaken by the discharger to alleviate the violation and a schedule for completion of said actions. The compliance schedule may include interim constituent level maximums. All violations of constituent maximums or other requirements set forth in the compliance schedule, including failure to meet schedule dates, shall constitute violations of this Ordinance and other applicable laws, and each day a discharger fails to meet a schedule date shall constitute a separate violation. Any constituent limit violation during the compliance schedule period shall provide grounds for the institution of an additional S&E Program.
- C. The General Manager may amend an existing permit through an Enforcement Compliance Schedule Agreement (ECSA). This may be done after consultation with the user when the user has shown good faith in trying to comply but requires additional time for construction and/or acquisition of equipment related to pretreatment. The permit may be amended with the ECSA for a period of up to one hundred and eighty (180) days; however, this period may be extended for a period not to exceed an additional one hundred and eighty (180) days upon determination by the General Manager that good cause exists for an additional period. No further extensions shall be granted except upon approval of the Board of Directors.
- D. Any other enforcement mechanism set forth in this Ordinance or other applicable law may be commenced.

**SECTION 7.06 - CONTINUED NONCOMPLIANCE AFTER S&E PROGRAM OR ECSA:** If a discharger remains in noncompliance because corrective action is not taken within forty-five (45) days after completion of an S&E Program or the expiration of an ECSA, an Administrative Order may be issued.

**SECTION 7.07 - ASSESSMENT OF CHARGES FOR OBSTRUCTION OR DAMAGE TO AGENCY FACILITIES OR OPERATIONS:** When a user's discharge, whether due to negligence, accident, spill, or otherwise, causes an obstruction, damage, or any other impairment to the Agency's operation or facilities, the Agency may impose a charge on the user



for the cost to clean or repair the facility, or costs incurred to resume normal operations. An administrative service fee to cover the Agency's administrative costs (equal to 25% of the Agency's direct costs) may be added to these charges. The total amount shall be paid within forty-five (45) days of invoicing by the Agency. If it can be shown that the user's discharge caused or significantly contributed to the Agency violating its discharge requirements, or incurring additional expenses, or suffering loss or damage to the operation or facilities, then the user shall be responsible for any costs or expenses, or a prorated portion of such expenses, including assessments or penalties imposed by other agencies or the court on the Agency.

**SECTION 7.08 - SUSPENSION OF SERVICE:** The General Manager may suspend the wastewater treatment service and/or a wastewater discharge permit or permit contract by issuance of a cease and desist order in accordance with Section 7.03, when the Agency makes the determination that such suspension is necessary. A suspension shall be justified in order to prevent an actual or threatened discharge which presents, or may present the following:

- A. An imminent or substantial endangerment to the health or welfare of individuals or the environment;
- B. The potential to interfere with the treatment plant or other Agency operations; or
- C. The potential to the Agency to violate any condition of its NPDES permit.

Additionally, a permit may be suspended for any of the conditions set forth justifying revocation of permit or termination of permit contract as set forth in Section 7.09. Nothing in this paragraph will limit the rights of the Agency to suspend or terminate service pursuant to specific permit or permit contract conditions which may be more stringent.

Any user notified of a suspension of service and/or the wastewater discharge permit or permit contract shall immediately stop or eliminate the discharge. In the event of a failure of the user to comply voluntarily with the Administrative Order, the Agency shall take such steps as deemed necessary to prevent or minimize damage to the Agency's facilities or endangerment to persons or the environment. The Agency may reinstate the wastewater discharge permit, permit contract, and/or the wastewater treatment service upon proof of the elimination of the non-complying discharge.

**SECTION 7.09 - REVOCATION OF PERMITS/TERMINATION OF PERMIT CONTRACT:**

Any user who violates the following conditions is subject to having its permit revoked or permit contract terminated:

- A. Any user who knowingly gives or provides a false statement, representation, record, report, plan, or other document to the Agency or falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Ordinance.
- B. Failure of a user to factually and completely report the wastewater constituents and characteristics of its discharge.

- C. Failure of the user to report significant changes in operations or wastewater constituents and characteristics.
- D. Refusal of reasonable access to the user's premises for the purpose of inspection or monitoring.
- E. Failure of a user to notify the Agency immediately of an accidental spill and/or slug discharge and/or take appropriate corrective action as required by this Ordinance to prevent a recurrence.
- F. Failure of a user to submit any required report and monitoring information in such time and in such manner as is required by this Ordinance.
- G. Violation(s) of the permit or permit contract requirements or conditions which are considered out of compliance with 40 CFR 403.8 f(1) vii A-H and/or a violation of this Ordinance. Any violation(s) of the discharge standards which are considered significant where a constituent concentration is determined to exceed five (5) times the concentration standard set forth in this Ordinance or any series of three (3) or more violations of the same constituent within a one (1) year period, shall constitute a significant violation.
- H. Failure to pay fees and charges, or penalties established pursuant to separate ordinances established by the Agency.

**SECTION 7.10 - IMMEDIATE TERMINATION OF DISCHARGE:** In the case of an actual or threatened discharge which, in the opinion of the General Manager reasonably appears to:

- A. Present an imminent or substantial endangerment to the health or welfare of persons or the environment;
- B. Interfere with the treatment plant or other Agency operations; or
- C. Cause, or potentially cause, the Agency to violate any conditions of its NPDES permit,

the General Manager may, after reasonably attempting to informally notify the user where time permits, take all necessary steps to halt or prevent such discharge including, but not limited to, plugging or physically disconnecting the user's access to the Agency wastewater system.

**SECTION 7.11 - ADMINISTRATIVE CIVIL PENALTIES:** Pursuant to the authority of California Government Code Sections 54739 to 54740.6, the Agency or Agency staff may issue administrative complaints, conduct administrative hearings, and/or impose civil penalties in accordance with the procedures set forth in these Sections for violation of the Agency's requirements as set forth in this Ordinance.

**SECTION 7.12 - CIVIL ACTION:** The Agency Board may direct Agency counsel, or other special counsel, to bring such civil actions as may be available by law or in equity in any court of competent jurisdiction to enforce the provisions of this Ordinance and to recover such charges,

fees, penalties, and/or damages as may be assessed or may be incurred under the provisions of this Ordinance.

**SECTION 7.13 - INJUNCTION:** Whenever a discharge of wastewater is in violation of the provisions of this Ordinance, the Agency may petition the Superior Court for issuance of a preliminary or permanent injunction, or both, as may be appropriate in restraining the continuance of such discharge.

**SECTION 7.14 - CIVIL ACTION FOR PENALTIES:** Any user who violates any provision of this Ordinance, permit condition, or permit contract condition; or who violates any cease and desist order, prohibition, or effluent limitation, shall be liable civilly for a penalty pursuant to California Government Code Section 54740. Pursuant to the authority of the Clean Water Act, 33 U.S.C.A. Section 1251, et seq., any user committing a violation of any provision of this Ordinance, which is also a violation of a pretreatment standard, effluent standard, or limitation or other applicable provision of the Clean Water Act, shall be liable civilly. Agency counsel, or other special counsel designated by the Board, upon order of the Agency Board, shall institute such actions as may be appropriate in the appropriate court to impose, assess, and recover such sums.

**SECTION 7.15 - OTHER CIVIL ACTIONS:** At any time, whether prior to, during, or after any administrative procedures, the General Manager may require compliance with permit conditions or limitations by issuing Administrative Orders, including cease and desist orders and compliance schedules. Said orders are enforceable in a California court of general jurisdiction. The Board of Directors, however, may directly undertake any court action available at law or equity, including, but not limited to, a civil action for penalties without first seeking an Administrative Order or making use of a compliance schedule; and it may concurrently undertake such administrative and court actions as deemed appropriate.

**SECTION 7.16 - GENERAL CRIMINAL PENALTIES:** Any person who violates any provision of this Ordinance, permit, or permit contract, or who violates any Administrative Order, prohibition, or effluent limitation, is guilty of a misdemeanor. Each day a violation occurs may constitute a new and separate offense, and may subject the violator to an additional full measure of penalties as set forth herein. These penalties shall not limit or reduce any civil penalties for violations of this Ordinance, any permit, or permit contract.

**SECTION 7.17 - FALSIFYING INFORMATION:** Any person who knowingly makes any false statements, representations, or certification in any application, record, report, plan, or other document filed or required to be maintained pursuant to this Ordinance, or wastewater discharge permit, wastewater discharger permit contract; or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Ordinance, shall upon conviction be punished by a fine of not more than one thousand dollars (\$1,000) or imprisonment for not more than thirty (30) days, or both. Each separate act of falsification, tampering, or knowingly rendering inaccurate shall constitute a new and separate offense and shall be subject to the penalties contained herein.

Nothing in this Section is intended to exclude the potential for prosecution under the applicable perjury statutes of the State of California to the extent such falsification was incorporated in a document signed under the penalty of perjury.

**SECTION 7.18 - NOTIFICATION PROCEDURES TO THE USER:** Whenever the Agency finds that any user has violated or is violating the provisions of this Ordinance, a wastewater discharge permit, wastewater discharge permit contract, or any prohibition, limitation, or requirements contained herein, the Agency may serve upon such person a written notice stating the nature of the violation. Within thirty (30) days of the date of this notice, a plan for the satisfactory correction of the violation shall be submitted to the Agency by the user. The Agency may, however, take action without prior notification where the violation warrants immediate action, as set out in Section 7.10.

Whenever the Agency assesses a penalty or other form of enforcement action under the provisions of this Ordinance, the Agency shall serve upon such user a written notice stating the nature of the enforcement action being taken.

**SECTION 7.19 - NOTIFICATION PROCEDURES TO AGENCY:** When a user discovers that it has violated or is violating a provision of the Ordinance, its wastewater discharge permit, its wastewater discharge permit contract, or any prohibition, limitation, or requirement contained therein, including a violation as may be caused by accidental discharge or spill, the user shall immediately notify the Agency upon discovery of such violation. Thereafter, within five (5) days following the accidental discharge or discovery of a violation, the user shall submit to the Agency a detailed, written report describing the accidental discharge or violation, and the measures taken by the user to prevent similar future occurrences. This written report regarding the violation may be included as a part of a periodic compliance report, or other report as may be required under this Ordinance, as long as the written report is provided within the five (5) days of discovery, which notification shall not relieve the user of any expense, penalty, fee, or other liability which may be incurred as a result of the violation.

**SECTION 7.20 - COSTS:** All costs associated with the Agency's undertaking of enforcement actions pursuant to this Ordinance, including attorney's fees for civil actions undertaken, shall be paid by the user. These costs may include but not be limited to the costs for termination of service, reinstatement of service, compliance sampling and analysis, and administrative activities undertaken by the Agency. However, if the user prevails in an appeal to the Board of Directors or a civil action taken to nullify an enforcement action pursued by the Agency under this Ordinance, the user shall not be responsible for the costs incurred by the Agency in pursuing said enforcement action.

**SECTION 7.21 - RESPONDING TO SIGNIFICANT NONCOMPLIANCE:** Any violation of pretreatment standards or requirements (limits, sampling, analysis, reporting and meeting compliance schedules, and regulatory deadlines) shall be an instance of noncompliance for which the industrial user is liable for enforcement, including penalties. The Agency is required to identify violations or patterns of violations by industrial users that are deemed to be instances of significant noncompliance (SNC). To the extent that a violation or pattern of violations is determined to be significant noncompliance, the Agency shall give additional priority to enforcement actions with regard to that industrial user.

Additionally, the determination of significant noncompliance shall be used as the basis for reporting same to the regulatory authorities and publishing of the list of significant non-compliers as is required of the Agency by law.

An industrial user is in significant non-compliance if its violation meets one or more of the following criteria:

- A. Chronic Violations: Chronic violations shall be deemed to be present when sixty-six percent (66%) of the measurements exceed the daily maximum limit or the average limit for the same parameter in a six-month period (any magnitude of exceedence).
- B. Technical Review Criteria (TRC): Violations, defined here as those in which thirty-three percent or more of all of the measurements for each pollutant parameter taken during a six month period equal or exceed the product of the daily maximum limit or the average limit multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil and grease and 1.2 for all other pollutants except pH).
- C. Other Effluent Limit Violations: Any other violation(s) of an effluent limit (average or daily maximum) that the Agency believes has caused, alone or in combination with other discharges, interference (e.g., slug loads) or pass through (including adverse effect on any toxicity testing); or endangered the health of the sewage treatment personnel or the public.
- D. Danger to Human Health or Welfare: This category also includes any discharge of a pollutant that has caused imminent endangerment to human health/welfare or to the environment, and has resulted in the POTW's exercise of its emergency authority to halt or prevent such a discharge.
- E. Violations of Compliance Schedule Milestones: Violations of compliance schedule milestones, contained in any order given to the user by the Agency, including an ECSA for starting and completing construction, attain final compliance within ninety (90) days after any scheduled date.
- F. Failure to Provide Proper Data: Significant noncompliance shall also include failure to provide reports for compliance schedules, self-monitoring data, or categorical standards (baseline monitoring reports, ninety (90) day compliance reports, and periodic reports) within thirty (30) days from the date such reports or other data are due.
- G. Failure to Accurately Report: Significant noncompliance status may also be derived from the failure of a user to accurately and promptly report any noncompliance. Any attempt to circumvent the reporting requirements or otherwise withhold noncompliance data from the Agency shall give rise to SNC status.
- H. Other Violations: SNC status may also result from any other violation or group of violations that the Agency determines may adversely affect its operations, or the accomplishment of the objectives of this Ordinance, including but not limited to an aggravated violation, pattern of noncompliance or other violations as defined in the Agency's Enforcement Response Plan.

## ARTICLE VIII - HEARINGS AND APPEALS

SECTION 8.01 - AVAILABILITY OF ADMINISTRATIVE APPEAL

SECTION 8.02 - ADMINISTRATIVE COMPLAINTS, HEARINGS AND APPEALS

**SECTION 8.01 - AVAILABILITY OF ADMINISTRATIVE APPEAL (Reconsideration of Staff Decision, Action, Determination):** Any user, permit applicant, permit or permit contract holder affected by any decision, enforcement action, or determination made by the Agency, interpreting or implementing the provisions of this Ordinance or in any permit or permit contract issued herein, may file with the General Manager a written request for reconsideration of a staff decision, action, or determination within fifteen (15) days of notification of said staff decision, action, or determination, except for Federal categorical pretreatment standards, which under Federal rules are not appealable. The written request for reconsideration shall detail facts supporting the user's request and such facts shall include a statement listing all relevant facts which shall be considered, including such facts as may not have been known or available to the Agency at the date of such action. The General Manager shall render a decision on the request for reconsideration within fifteen (15) days of receipt of the request, unless the General Manager requests additional information from Agency staff or the user. The General Manager shall concur, modify, or rescind the action, decision, or determination previously made. If the ruling on the request for reconsideration made by the General Manager is unacceptable, the user may, within ten (10) days after the date of mailing the notification of the General Manager's determination, file a written letter with the Agency, requesting for appeal to the Agency Board.

A user shall not have a right to an appeal to the Agency Board unless the user has complied with the procedures concerning the request for reconsideration by the General Manager, as set forth above.

When a written request for appeal to the Agency Board has been properly filed with the Agency, the Agency shall schedule the matter to be heard by the Agency Board within forty-five (45) days from the date of the filing of the written request. The Agency Board shall make a ruling on the appeal within fifteen (15) days from the date the hearing is closed unless the Board requests additional information from Agency staff or the user.

**SECTION 8.02 - ADMINISTRATIVE COMPLAINTS, HEARINGS AND APPEALS:** The General Manager shall have the authority to issue administrative complaints pursuant to California Government Code 54740.5. Such complaints shall be processed in accordance with Government Code 54740.5 and 54740.6 and any other applicable laws, if any.

## ARTICLE IX - WASTE HAULER PROGRAM

SECTION 9.01 - PERMISSIBLE WASTE HAULER DISCHARGES

SECTION 9.02 - WASTE HAULER DISCHARGE PERMIT

SECTION 9.03 - SECURITY--CASH DEPOSIT

SECTION 9.04 - MANIFEST PROCEDURES

SECTION 9.05 - FEES FOR DISCHARGE

SECTION 9.06 - REGULATION OF PROCEDURES

SECTION 9.07 - ACCEPTANCE OF GREASE

SECTION 9.08 - SONOMA COUNTY LIMITATION

**SECTION 9.01 - PERMISSIBLE WASTE HAULER DISCHARGES:** The Board finds that it is in the best interest of the citizens of Sonoma County in general, and in the best interests of the health and sanitation of the constituents of the Agency, that the Agency receive certain trucked-in waste at the treatment plant for disposal. It is the intent of the Board that the treatment facility shall only be used for the disposal of waste which are compatible with the treatment plant process and the continued operation of the treatment plant as a non-RCRA or non-hazardous waste disposal facility. Therefore, it is the intent of this Ordinance to prohibit the discharge from waste haulers of any hazardous waste as may be defined by either Federal or State statute and regulation, whichever is more stringent; and, further, to prohibit all such waste as is prohibited within Article 6 of this Ordinance, when such waste is trucked to the Agency and discharged pursuant to the Agency's waste hauler program.

**SECTION 9.02 - WASTE HAULER DISCHARGE PERMIT:** The Agency Board finds that in order to properly administer the discharge of waste to the Agency, a waste hauler discharge permit program is required. Therefore, all persons are prohibited from discharging trucked-in waste at the Agency's treatment facility unless and until such person(s) has complied with all of the requirements of this Article of the Ordinance, and has received a permit for waste discharge.

A. Permit Term: The General Manager or the General Manager's delegated staff shall have the authority to issue waste hauler discharge permits for a period of two (2) years, with such permits being renewable on further application from the permittee for additional two (2) year periods upon favorable review by the General Manager or the General Manager's delegated staff. The Hauler shall apply for permit reissuance a minimum of ninety (90) days prior to the expiration of the Hauler's existing permit.

B. Permit Conditions: The General Manager or General Manager's delegated staff may prescribe such requirements as may be reasonable to ensure the carrying out of the purpose and polices of this Ordinance, as well as the stated purpose of the waste hauler program as set forth herein. The conditions upon which a waste hauler's discharge permit may be issued shall include, but not be limited to, the following:

1. Proof of a Sonoma County Health Department Waste Hauler Registration and Public Health License.
2. Certification that the applicant has not been subject to any substantial enforcement actions relating to public health, waste hauling, and/or hazardous waste handling.

3. Provision of a list with license numbers of each vehicle which hauler proposes to use for discharge of waste at Agency facilities.
  4. Certification that waste hauler has in place, and will maintain, vehicle insurance coverage which insures the hauler and the Agency against claims of personal injury and property damage (said minimum limits and coverage requirements may from time to time be set forth by the Agency).
  5. The furnishing of a cash deposit or other security acceptable to the Agency in an amount set by the Board.
- C. Modification, Denial, Revocation, or Suspension of Permit: The issuance of a waste hauler permit creates a conditional privilege to discharge. It does not create property rights (including real, personal, or intangible personal property rights), nor a vested irrevocable right or privilege. The terms and conditions of the permit may be subject to modification by the Agency during the term of the permit as limitations or requirements are modified or other just cause exists. The hauler shall be informed of any proposed changes in the permit at least thirty (30) days prior to the effective date of change. The conditions under which a wastewater hauler permit may be denied, revoked, or suspended by the Agency include, but are not limited to, the following:
1. Acceptance of the hauled waste would cause or threaten to cause the Agency to violate its National Pollutant Discharge Elimination System (NPDES) permit, Waste Discharge Requirements (WDR's), or the receiving water quality standards or other regulations.
  2. POTW's trucked waste receiving station and/or monitoring systems are unavailable, out of service or incompatible with the trucked waste material.
  3. Substantial enforcement action taken by the Agency or another agency related to public health, waste hauling, and/or hazardous waste handling.
  4. Failure of the waste hauler to comply with Federal, State, or Agency regulations and laws or permit conditions.
  5. Termination of the waste hauler's vehicle insurance or reduction in coverage to a level below that required by the Agency.
  6. Disposal of waste in an unlawful manner, whether within or outside the Agency.
  7. Failure of the waste hauler to comply with the permit, wastewater handling and disposal, and reporting requirements of the Sonoma County Health Services Department.
  8. Knowingly or negligently providing false information on any application, permit, or manifest form.



9. Disposing of any waste load to Agency facilities which originated outside the County.
10. Failure of the waste hauler to pay any fees, charges, or penalties assessed by the Agency.
11. Expiration, revocation, or suspension of Sonoma County Health Services Department Waste Hauler Registration or Public Health license.
12. Failure to deposit or maintain the required cash deposit.

**SECTION 9.03 - SECURITY--CASH DEPOSIT:** The Board finds that in order to ensure compliance of each waste hauler with the provisions of this Ordinance, and to further ensure payment of fees and charges for the discharge of trucked-in waste, a cash deposit, or other security acceptable to the Agency, shall be required of each permittee. The cash deposit shall be in an amount of one thousand dollars (\$1,000.00). However, if the General Manager determines the cash deposit should be increased in order to protect the interest of the Agency based on the nature of the current operations of a permittee or the prior history of compliance with the waste hauler program requirements, then the General Manager may increase such cash deposit or security to an amount sufficient to protect the interests of the Agency. The security amount shall not exceed five thousand dollars (\$5,000) without prior Board approval of said security amount. All security cash deposits shall be returned to hauler upon termination of permit, less any amounts used by Agency to cover costs necessary to correct permittee's non-compliance with this Ordinance, and provided there are no outstanding permit violations and hauler has complied with this Ordinance and all permit conditions. In the case of such violations or non-compliance, the remainder of any security cash deposit shall be returned once such violations or non-compliance have been corrected. Waste hauler shall remain independently liable for any permit violations or non-compliance with this Ordinance regardless of whether a security deposit is provided, withheld, or returned.

- A. Time of Payment: The cash deposit or acceptable security shall be posted prior to the issuance of the permit. To the extent the Agency draws on such cash deposit or security for costs, fees, payments, or penalties, as authorized hereunder, the permittee shall deposit with the Agency such additional funds as may be required to bring their cash deposit or security up to the total amount required under the permit prior to the continued discharge of waste. If the permittee fails to maintain a sufficient deposit with the Agency to meet its permit conditions, the Agency may suspend the permit (and permission to discharge) until such time as a sufficient deposit or security has been tendered and accepted.
- B. Forfeiture of Deposit: All or a portion of the cash deposit or acceptable security may be forfeited to the Agency if any of the following actions occur:

1. The permittee knowingly provides false information on any application, permit, or manifest form.
2. The permittee discharges a non-domestic waste which does not comply with this Ordinance, including the provisions of any established, technically-based local limits, and the general and specific prohibitions contained herein.
3. Permittee disposes of a waste in an unlawful manner in any location within the Agency's service area.
4. A permittee becomes delinquent in making payment of applicable charges and fees for discharge of waste.
5. A permittee otherwise fails to comply with provisions contained in this Ordinance.

**SECTION 9.04 - MANIFEST PROCEDURES:** Any waste hauler who is discharging at a Agency facility shall be required to comply with the manifesting requirements set forth by Agency staff. Each discharger shall be required to provide a manifest document which shall indicate the source of all waste contained within the waste load to be discharged. The Agency may promulgate such other requirements with regard to manifesting as are in the determination of the Agency necessary to properly carry out the objectives of this Ordinance and the intent of the waste hauler program.

**SECTION 9.05 - FEES FOR DISCHARGE:** The Board may, by separate ordinance, from time to time set fees for the services provided the waste hauler with regard to discharge of trucked-in waste. The fees shall include, but not be limited to, fees to reimburse the Agency for the disposal and treatment costs of the discharge, and such other fees as may be required to reimburse the Agency for the administrative costs of processing the permits, administering the waste hauler program, operating septage discharge facilities, conducting laboratory analysis, and enforcing the provisions of this program. In order to equitably distribute the costs of operating the POTW, a surcharge fee may be imposed. Such fees will cover abnormal costs associated with treatment of high strength conventional pollutants and high flows. A separate ordinance will establish rates and conditions of surcharge fees.

**SECTION 9.06 - REGULATION OF PROCEDURES:** The Agency shall adopt such procedures as may be appropriate for the implementation of the waste hauler program. These procedures may include, but not be limited to, regulation of the times for discharge, designated discharge location, the amounts of discharge, and manner of discharge. The procedures may also include requirements such as laboratory testing of samples of the waste prior to discharge and procedures for reporting of the ultimate disposal location for waste which are not accepted at an Agency facility due to being rejected on the basis of a sampling analysis of its constituents.

**SECTION 9.07 - ACCEPTANCE OF GREASE:** No grease shall be allowed to be hauled in or discharged into any Agency facility.

**SECTION 9.08 - SONOMA COUNTY LIMITATION:** The Agency Board finds that it is not in the best interest of the Agency to accept trucked waste from locations which are not within Sonoma

County. Therefore, the Board finds that the Agency shall only accept trucked-in waste pursuant to the provisions set forth herein and procedures established by the General Manager or the General Manager's delegated staff for trucked waste to the extent such waste is produced within, or emanates from, locations within Sonoma County.

## ARTICLE X - GREASE, OIL, AND SAND INTERCEPTOR PROGRAM

SECTION 10.01 - GREASE TRAPS AND OIL AND SAND INTERCEPTORS

SECTION 10.02 - ADMINISTRATION OF INTERCEPTOR PROGRAM

SECTION 10.03 - ENFORCEMENT

**SECTION 10.01 - GREASE TRAPS AND OIL AND SAND INTERCEPTORS:** All non-domestic users, including restaurants, gas stations, and auto repair establishments with floor drains located in service areas and auto or vehicle washing facilities, shall be required to install and maintain a grease, oil, and sand interceptor at the user's own expense when the General Manager finds that it is necessary for the proper handling of (a) liquid waste containing grease, (b) flammable wastes, (c) sand, or (d) other harmful constituents which may be properly eliminated from the sewerage system by use of an interceptor or trap. An interceptor is not required for a building used solely for residential purposes so long as there exists no common food preparation facility. An interceptor shall be required when the wastewater flow from the building is anticipated to contain grease, flammable substances, sand, or other harmful ingredients in amounts or concentrations which, in the discretion of the Agency, present the possibility of causing or contributing to the fouling of, or the blockage of, or other damage to the Agency sewerage system.

Proper sizing, selection, and installation of grease traps and interceptors shall be in accordance with the most recent Uniform Plumbing Code. The minimum size requirement for grease traps shall be 35 gallons per minute/70 pound capacity. Oil and sand interceptors shall be situated on the user's premises and shall be so located as to be readily and easily accessible for cleaning and inspection. A sampling box or other appropriate sampling structure as specified by the Agency, shall be installed and located immediately downstream of the user's oil and sand interceptor. Buildings remodeled for use requiring interceptors shall also be subject to these regulations.

Wastewater discharges from fixtures and equipment in the above-mentioned types of establishments which may contain grease, oil, sand, or other objectionable materials, including, but not limited to, scullery sinks, pot and pan sinks, dishwashers, food waste disposals, soup kettles, and floor drains located in areas where such objectionable materials may exist, may be drained into the sanitary waste through grease traps and oil and sand interceptors where approved by the General Manager or the General Manager's delegated staff; provided, however, that toilets, urinals, washbasins, and other fixtures containing fecal materials shall not flow through the grease trap or interceptor. Toxic substances concentrations in excess of Ordinance limits shall not be discharged into grease traps and interceptors.

Grease traps and oil and sand interceptors shall be maintained by the user in efficient operating condition by periodic removal of the accumulated grease, oil, or sand. Grease and oil interceptors shall be cleaned by a licensed and permitted waste hauler on a periodic basis as determined by the Agency so as to assure that the interceptor will operate as designed at all times. The use of chemicals, enzymes or additives to dissolve grease or oil is specifically prohibited. No such accumulated grease, oil, or sand shall be introduced into any drainage piping or public or private sewer.

Abandoned oil and sand interceptors shall be emptied and filled with suitable material as determined by the General Manager, the General Manager's delegated staff, or the County of Sonoma Environmental Health Department.

**SECTION 10.02 - ADMINISTRATION OF INTERCEPTOR PROGRAM:** The Agency shall administer an interceptor program which is intended to prevent grease, sand, flammable liquids, and other substances which are likely to block or create a hazard within the sewerage system from entering the system through use of interceptors or traps. The Agency may require any non-domestic user to install an interceptor or trap according to the guidelines set forth in the Agency's Standard Specifications or other program, prior to connection to the Agency; or at any time after connection to the Agency if the Agency discovers or determines subsequent to the connection that the building, facility, or operation of that user produces a waste with characteristics that would require installation of a trap or interceptor pursuant to this Ordinance. The installation of a proper interceptor or trap device shall be the responsibility of the parcel owner and the entity which applies for the connection or industrial user permit, and the owner/proprietor of the business or entity whose operations cause or contribute to the necessity for an interceptor or traps. The Agency shall determine whether a grease trap, grease interceptor, or other interceptor is required on a case-by-case basis based on an evaluation of objective criteria including, but not limited to, factors such as those listed hereunder:

- A. The type of facility (restaurant, bakery, cheese factory, yogurt shop, gas station, lube facility, etc.).
- B. The volume of the user's business or operation (such as number of meals served, number of seats, hours of operation).
- C. Size and nature of facilities (including kitchen facilities) based on size, type, number of fixtures, and type of processing or cooking equipment used.
- D. The type of service provided or operation undertaken (such as dine-in meal service versus carry-out meal service).
- E. The type of foods or other materials used in the cooking, processing, or manufacturing operations carried on within the user's facility.
- F. The overall potential for grease-laden, flammable, or sand-laden discharges.
- G. The existence of devices, procedures, or processes which are designed to minimize the amount of grease, sand, oil, or other flammable liquids from entering the sewer system.

The design, location, and procedures for operation of a required interceptor or trap shall be approved by the Agency. Such approval shall be obtained prior to the users connection of the facility to the Agency's sewerage system, in the event of new construction or remodeling. In instances where a user has already connected and the Agency determines that an interceptor or trap must be installed, the user shall promptly provide for the installation of the interceptor or trap within a reasonable time frame (as may be set by the Agency), including providing such design plans and operational plans as may be required. The installation of an interceptor or trap as

required by this Ordinance on an existing user facility shall occur within reasonable time not to exceed one hundred (100) days after the user has been provided notice of the requirement that an interceptor or trap be installed. This 100-day limit may only be extended by written agreement of the Agency. Any users who are required to install or have in operation an interceptor or trap pursuant to this Ordinance, shall be required to have a written plan of operation or program for their facility which is intended to insure that the interceptor or trap operates as designed to prevent grease, oil, sand, or other harmful constituents from entering the sewerage system. These procedures may include adoption of kitchen practices to minimize the grease-laden garbage which ultimately enters the facility's drains and floor traps and/or other such procedures as may be required for the proper operation of the interceptors.

**SECTION 10.03 - ENFORCEMENT:** Failure of any user who is required to maintain an interceptor or trap pursuant to this Ordinance and/or pursuant to lawful Agency direction, shall be subject to each of the enforcement provisions set forth in this Ordinance. The enforcement provisions of this Ordinance shall also apply to the failure to instruct personnel, or to maintain, pump, and/or institute a proper grease or flammable substance reduction program.

## **Sonoma County Water Agency Sanitation Code Ordinance**

**Uniform Practices Governing (1) The Use of Sanitation Facilities of the Sonoma County Water Agency, (2) The Construction of Sanitation Facilities, (3) A Source Control Program, (4) A Grease, Oil, and Sand Interceptor Program, (5) An Enforcement Program, (6) Various Administrative Procedures and Related Matters, and (7) Repealing Certain Existing Related Ordinances.**

# SONOMA COUNTY WATER AGENCY SANITATION CODE ORDINANCE

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY WATER AGENCY, STATE OF CALIFORNIA, CONTAINING UNIFORM PRACTICES GOVERNING (1) THE USE OF SANITATION FACILITIES OF THE SONOMA COUNTY WATER AGENCY, (2) THE CONSTRUCTION OF SANITATION FACILITIES, (3) A SOURCE CONTROL PROGRAM, (4) A GREASE, OIL, AND SAND INTERCEPTOR PROGRAM, (5) AN ENFORCEMENT PROGRAM, (6) VARIOUS ADMINISTRATIVE PROCEDURES AND RELATED MATTERS, AND (7) REPEAL CERTAIN EXISTING RELATED ORDINANCES.

(Adoption by Ordinance 15 on 12/13/1994; amended by ordinance 21 on 05/07/1996; amended by Ordinance 23 on 02/10/1998; amended by Ordinance 28 on 12/14/1999; amended by Ordinance 43 on 12/26/2004; amended by Ordinance 53 on 03/17/2009; amended by Ordinance 57 on 3/2/2010; amended by Ordinance 80 on 12/3/2013). Amended by Ordinance 88 on 02/05/2019)

The Board of Directors of the Sonoma County Water Agency (Agency), State of California, ordains as follows:

**SECTION I.** The Sonoma County Water Agency Sanitation Code Ordinance shall read as follows:

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## ARTICLE I - GENERAL PROVISIONS

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**SECTION 1.01 - AUTHORITY:** This regulation is adopted under authorization of Division 5, comprising Sections 4700 through Section 4857 and Sections 5470 through 5474.10 of the Health and Safety Code of the State of California and California Government Code Section 54738, et seq. The legal authority needed to implement a pretreatment program is listed in 40 CFR 403.8 (f)(1).

**SECTION 1.02 - RULES AND REGULATIONS:** The following rules and regulations setting forth uniform requirements for wastewater contributors to the Agency's collection, treatment, and disposal systems; establishing terms and conditions for new and existing sewer services; and providing the policy and direction for the design, inspection, and construction of all sanitation works to be accepted, owned, and operated by the Agency; are hereby adopted, and all work in respect thereto shall be performed as herein required and not otherwise, unless modified and adopted by ordinance or resolution, as applicable, by the Board of Directors of the Agency.

With respect to installation, alteration, or repair of sewer facilities, this Ordinance shall not, except as otherwise provided herein, apply retroactively and, in the event of an alteration or repair hereafter made, it shall apply only to the new materials and methods used therein. However, this Ordinance shall apply retroactively with respect to sewer use as set forth in Articles VI, IX, and X.

**SECTION 1.03 - SHORT TITLE:** This Ordinance shall be known as the *Sanitation Code of the Sonoma County Water Agency*.

**SECTION 1.04 - PURPOSE:** This Ordinance sets forth uniform requirements for contributors to the wastewater collection and treatment systems of the Agency, and enables the Agency to comply with all applicable State and Federal laws required by the Clean Water Act of 1977, as amended, and the General Pretreatment Regulations (40 CFR Part 403) which are on file at the Agency office. The objectives of this Ordinance are to:

- A. Comply with the laws of the State of California and of the United States relating to the protection of the environment, control of water pollution, disposal of hazardous wastes, and pretreatment of industrial discharges to Publicly Owned Treatment Works (POTW).

- B. Prevent the introduction of wastes into the Agency's wastewater system which will interfere with the operation of the system or other Agency operations.
- C. Prevent the introduction of wastes into the Agency's wastewater system which will pass through the system, inadequately treated, into receiving waters or the atmosphere or otherwise be incompatible with the system's overall operations.
- D. Prevent introduction of toxic substances to the Agency's wastewater system which could impair treatment processes or reach the environment in toxic amounts.
- E. Prevent the introduction of wastes into the system which may affect the Agency's ability to dispose of its ash, sludge, or other residuals.
- F. Improve the opportunity to recycle and reclaim wastewater and sludge from the system.
- G. Prevent the introduction of wastes that may be inadequately treated by Agency facilities and may adversely affect the environment, or may cause a violation of the Agency's National Pollution Discharge Elimination System (NPDES) Permit(s), or may contribute to the need for modification of the Agency's NPDES Permit(s).
- H. Protect Agency personnel while conducting activities related to the collection, treatment, and disposal of wastes through the Agency facilities.
- I. Prevent a public hazard or public nuisance arising from the collection, treatment, and disposal of wastes through the Agency system.
- J. Prevent the introduction of wastes to sewers connected to the Agency system that could result in the Agency being classified as a hazardous waste treatment, storage, or disposal facility under the laws of the State of California or the United States.
- K. Provide for equitable distribution of the costs of the Agency's source control program.

This Ordinance sets forth terms and conditions for the addition of new contributors to the Agency's wastewater collection systems including design, construction, and inspection requirements, and guidelines for establishing connection fees and development review services.

This Ordinance provides for the regulation of contributors to the Agency's wastewater collection systems through enforcement of general requirements for users and through the issuance of permits or permit contracts to certain users; authorizes monitoring and enforcement activities; requires user reporting where applicable; establishes administrative review procedures; and establishes the guidelines for establishing fees to provide equitable distribution associated with maintaining a source control program.

This Ordinance shall apply to all discharges within jurisdiction of the Agency and to discharges from other governmental bodies or agencies who, by contract or agreement with the Agency, are users of the Agency's treatment plants. Except as otherwise provided herein, the General

Manager of the Agency shall administer, implement, and enforce the provisions of this Ordinance.

**SECTION 1.05 - VIOLATIONS UNLAWFUL:** Following the effective date of this Ordinance, it shall be unlawful for any person to connect to, construct, install or provide, maintain, and use any sewage works of the Agency except as provided by this Ordinance.

**SECTION 1.06 - RELIEF ON VARIANCE APPLICATION:** When any person by reason of special circumstances is of the opinion that any provision of this Ordinance is unjust or inequitable as applied to his/her premises, he/she may make written application of a variance to the General Manager, stating the special circumstances, citing the provision complained of, and requesting suspension or modification of that provision as applied to his/her premises.

Upon receipt of such variance application, the General Manager shall review the application. If the General Manager does not object to the granting of a variance, the General Manager shall set the matter for a hearing before the Board as soon as practicable after review of the application and in accordance with Board procedures, and give written notice thereof to the applicant. If the General Manager objects to the granting of a variance, the General Manager shall provide a written denial to the applicant. The applicant may appeal the denial to the Board by providing a written appeal to the General Manager within fourteen

(14) days after receipt of the General Manager's written denial. Failure to appeal within this time frame shall constitute a waiver of the right to appeal. The appeal should include the applicant's arguments in support of the appeal. The General Manager shall then set the matter for hearing before the Board as soon as practicable in accordance with Board procedures. Whenever, in the judgment of the Board, it is unnecessary or unjust to require compliance with any provision of this title, the Board may grant a variance therefrom. In granting any such variance, the Board may impose any condition it determines is just and proper and will secure substantially the general objectives of this title. The application fee shall not exceed the administrative costs for processing the variance application and shall be calculated by the Agency and paid for by the applicant prior to the date of the Board hearing. Pending the hearing before the Board, the decision of the General Manager shall remain in full force and effect until acted on by the Board.

However, if such application is approved, the Board may, by resolution, suspend or modify the provision complained of, as applied to such premises, to be effective as of the date of the variance application approved by the Board, but only to the extent compatible with State and Federal laws, rules, and regulations pertaining to wastewater facilities.

**SECTION 1.07 - RELIEF ON OWN MOTION:** The Board may, on its own motion, find that by reason of special circumstances any provision of this regulation and Ordinance should be suspended or modified as applied to a particular premise, but only to the extent compatible with State and Federal laws, rules, and regulations pertaining to wastewater facilities, and may, by resolution, order such suspension or modification for such premises during the period of such special circumstances, or any part thereof.

**SECTION 1.08 - GENERAL MANAGER:** The Board shall employ a person to perform the duties of General Manager, which will include, but not be limited to, supervision of inspection,

installation, connection, maintenance, and use of all sanitation works of the Agency. The General Manager shall enforce all provisions of this Ordinance. The General Manager may delegate certain of his duties to other qualified officers or employees of the Agency or of the County. Any such delegation shall be in writing. Where General Manager is noted in this document, it shall mean General Manager or his/her designated representative. To the extent that any ordinance, resolution, agreement or other action approved by this Board has delegated any specific authority to a General Manager/Chief Engineer, such delegated authority shall be carried out by the General Manager except as provided herein. To the extent that the duties so delegated must, by law, be carried out by a California registered civil engineer, they shall be carried out by the Chief Engineer.

**SECTION 1.08.01 – CHIEF ENGINEER:** The General Manager shall appoint a Chief Engineer who shall be a California registered Civil Engineer.

**SECTION 1.09 - REPEAL:** All other ordinances and parts of other ordinances inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of such inconsistency or conflict. However, nothing in this Ordinance is intended to repeal, extinguish, suspend, or allow to elapse any obligation or requirement set forth in existing permits or allow to elapse any obligation to pay fees then due under prior ordinances.

## ARTICLE II - DEFINITIONS

### SECTION 2.01 - DEFINITIONS

### SECTION 2.02 - ADDITIONAL DEFINITIONS

### SECTION 2.03 - ABBREVIATIONS

**SECTION 2.01 - DEFINITIONS:** Other definitions exist in the Design and Construction Standards for Sanitation Facilities and in the Uniform Plumbing Code and other places. Where the definitions in this Ordinance conflict with the definitions in the Design and Construction Standards for Sanitation Facilities, or in the Uniform Plumbing Code, or other document, the definitions in this Ordinance shall prevail, then the definitions in the Design and Construction Standards, and then in other definitions.

For the purpose of this Ordinance, the terms used herein are defined as follows:

Act or "the Act" shall mean the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et. seq.

Agency shall mean the Sonoma County Water Agency including the Sanitation Zones, as applicable. In addition, the Agency acts as operator of the County Sanitation Districts.

Agency Facilities shall mean all of the Agency's system of collecting, conveying, treating, and disposing including, but not limited to, the collection system, treatment plant, and disposal facilities. This includes any publicly owned facility connected to the Agency's collection system which generates wastewater treated at the Agency's treatment plant(s).

Apartment Building shall mean a single residential building in undivided ownership comprised of multiple living units for rent or lease.

Applicant shall mean the person making application for a permit, and shall be the occupant and/or owner, or the occupant and/or owner's authorized representative of the premises to be served by the sewer for which a permit is required.

Average Four Day Limit - see Four Day Average Limit.

Average Monthly Limit - see Monthly Limit.

Batch Discharge shall mean intentional, controllable discharges that occur periodically within an industrial user's process (typically the result of a non-continuous process).

Beneficial Use shall mean the uses of the waters of the State that may be protected against quality degradation including, but not limited to, domestic, municipal, agricultural, and industrial supply; power generation; recreation; aesthetic enjoyment; navigation; preservation and enhancement of fish, wildlife and other aquatic resources or reserves; and other uses, both tangible or intangible, as specified by Federal or State law.

Best Management Practices (BMP) shall mean schedules of activities, prohibition of practices, maintenance procedures, and other management practices to prevent or reduce unintended discharges to the sanitary sewer system. BMP's include, but are not limited to, pretreatment requirements, operational procedures and practices, maintenance and repair of equipment, record keeping, containment to prevent spills or leaks, sludge or waste disposal, good housekeeping practices or diversion of water away from raw materials or chemical storage areas.

Biochemical Oxygen Demand (BOD) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five (5) days at twenty (20) degrees centigrade expressed in terms of weight and concentration [milligrams per liter (mg/L)].

Blowdown shall mean removal of accumulated solids in boilers to prevent plugging of boiler tubes and steam lines. In cooling towers, blowdown is used to reduce the amount of dissolved salts in the recirculating cooling water.

Board shall mean the Board of Directors of the Sonoma County Water Agency.

Building shall mean any structure used for human habitation or a place of business, recreation, or other purpose.

Building Sewer shall mean that portion of any sewer beginning at a point two (2) feet outside the foundation line of any building and running to the property line, public road/street right-of-way line, sewer easement right-of-way line, or to a private onsite wastewater treatment system.

Bypass shall mean the diversion of wastestreams from any portion of a user's treatment facility.

Categorical Limits shall mean industrial waste discharge pollutant effluent limits developed by EPA that are applied to the effluent from any industry in any category anywhere in the USA that discharges to a POTW. These are pollutant effluent limits based on the technology available to treat the wastestreams from the processes of the specific industrial category and normally are measured at the point of discharge from the regulated process. The pollutant effluent limits are listed in the *Code of Federal Regulations (CFR)*.

Categorical User shall mean all industrial users subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N, 405 - 471. These industries are known to have wastewater discharges which contain materials that, if untreated, can pose significant risks to personnel, collection systems, and wastewater treatment plant processes. These industries are required to pretreat process wastestreams to meet specific toxic pollutant limits set by the EPA prior to discharge to the system's sewers. Some examples of categorical industries include: metal finishers; electrical and electronic components manufacturers; canned and preserved seafood processors; timber products processors; and soap and detergent manufacturers. (see User Classifications, Section 6.16)

Categorical Standards shall mean national pretreatment standards which specify quantities or concentrations of pollutants or pollutant properties that may be discharged by industrial users in specified industrial subcategories.

Chain of Custody shall mean a record of each person involved in the possession of a sample, from the person who collected the sample -- to the person transporting the sample -- to the person who analyzed the sample in the laboratory -- to the person who witnessed disposal of the sample.

Chemical Oxygen Demand (COD) shall mean a measure of the oxygen-consuming capacity of inorganic and organic matter present in wastewater. COD is expressed as the amount of oxygen consumed from a chemical oxidant in mg/L during a specific test. Results are not necessarily related to the biochemical oxygen demand (BOD) because the chemical oxidant may react with substances that bacteria do not stabilize.

Clean Water Act shall mean an act passed by the U. S. Congress to control water pollution, known as the Federal Water Pollution Control Act of 1972 (Public Law [PL] 92-500). It was later amended in 1977, known as the Clean Water Act (PL 95-217), and amended again in 1987, known as the Water Quality Act (PL 100-4) and as later amended.

Cleanout shall mean a piped structure conforming to Agency Standards with a removable cap or cover installed at the upper end of a Main Sewer, at the edge of right-of-way for a Lateral Sewer, or in the on-site Building Sewer which provided access to the sewage collection system for the purpose of inserting tools for cleaning, removing blockages, and video inspection.

Collection System shall mean the Agency's sanitary sewers, pump stations, sample locations, manholes, and other similar facilities lying within a public road/street right-of-way or public sewer easement which accept, collect, and convey sanitary sewage to the Agency's treatment plant(s).

Combined Sewer shall mean a sewer receiving both surface runoff and sewage.

Commercial or Industrial Condominium shall mean a single building comprised of individually owned parcels/units intended as a place of business for commercial or industrial user enterprises.

Commercial User shall mean any non-residential user which is not included within the definitions and parameters of an SIU. Users in this classification generate no process wastewater and discharge only domestic wastewater to the sanitary sewer system.

Compatible Pollutants shall mean those pollutants that are normally removed by the POTW treatment system. Biochemical oxygen demand (BOD), suspended solids (SS), and ammonia are considered compatible pollutants.

Composite Grab Sample shall mean a sample consisting of at least four (4) grab samples taken during the entire sampling period.

Composite Sample shall mean a collection of individual samples obtained throughout the entire sampling period.

Conservative Pollutant shall mean a pollutant found in wastewater that is not changed while passing through the treatment processes in a publicly owned treatment works (POTW). This type of pollutant may be removed by the POTW treatment processes and retained in the plant's sludges or it may leave as part of the plant effluent. Heavy metals such as cadmium and lead are considered conservative pollutants.

Conventional Pollutants shall mean those pollutants which are usually found in domestic, commercial, or industrial wastes such as suspended solids, biochemical oxygen demand, pathogenic (disease-causing) organisms, adverse pH levels, and grease.

Contractor shall mean an individual, firm, corporation, partnership, or association duly licensed by the State of California to enter into contracts to perform the permitted work of installing Sewerage Works, or the owner(s) of private property constructing permitted Building Drains or Building Sewers or other Sewerage Works only on their own private property.

Cooling Water shall mean the water discharged from any source such as air conditioning, cooling, or refrigeration; or to which the only pollutant added is heat.

County shall mean the County of Sonoma, State of California.

Cross-Sectional Grab Sample shall mean a grab sample which is representative of the entire contents of a tank or container. This sample shall be collected using a technique that takes samples at various depths of the tank or container.

Design and Construction Standards for Sanitation Facilities shall mean the set of documents containing design and construction standards for all sanitation works of the Agency, dated February 3, 2009, together with subsequent amendments.

Dilution Stream shall mean any wastewater not generated by a process which is regulated for a specific pollutant by a categorical standard under 40 CFR 403, Subchapter N.

Direct Discharge shall mean a source that discharges pollutants directly into receiving waters (waters of the state).

Domestic Wastewater shall mean the liquid and solid waterborne wastes derived from the ordinary living processes of humans. Domestic wastewater shall be of such character as to permit satisfactory disposal, without special treatment, into the public sewer system or by means of a private onsite wastewater treatment system. For the purpose of this definition, domestic wastewater shall have a BOD and suspended solids concentration of 300 milligrams per liter or less.

Enforcement Response Plan (ERP) shall mean a plan which includes, but is not limited to, describing how the Agency will investigate and take appropriate enforcement actions for instances of noncompliance of the Sanitation Code; describing the types of escalating



enforcement responses the POTW will take in response to all anticipated types of user violations and the time periods within which responses will take place; identifying (by title) the official(s) responsible for each type of response; and adequately reflecting the POTW's primary responsibility to enforce all applicable pretreatment standards and requirements as outlined in 40 CFR 403.8(f)(1) and (f)(2).

Environmental Compliance Inspector shall mean any person, delegated by the General Manager, who conducts inspections and investigations of commercial and industrial facilities to ensure protection of the environment and compliance with Agency, local, state, and federal regulations.

Environmental Protection Agency or EPA shall mean the U.S. Environmental Protection Agency, or, where appropriate, the term may also be used as a designation for the Administrator or other duly authorized official of said agency.

Equivalent Single-Family Dwelling Unit (ESD) shall mean any structure constructed for occupancy of one single family. This classification includes trailers and mobile home units with connections to the Agency sewer systems.

Flow Proportional (Composite) shall mean the volume of each individual sample is proportional to the rate of flow at the time the sample was collected or individual samples of equal volume are collected at intervals determined by a specific volume of flow passing a sample point.

Foundation Drain shall mean a drainage system to collect and dispose of storm or ground water near the foundation of a building or in a basement of a building.

Four Day Average Limit shall mean any four (4) consecutive days of sampling and analysis collected during a given period of time (week, month, quarter, etc.) for specified industrial sources, e.g., electroplating. No calculated 4-day average limit may include sampling data from any other 4-day average.

Garbage shall mean solid wastes from the preparation, cooking, and dispensing of food and from the handling, storage, and sale of produce.

Grab Sample shall mean a sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and without consideration of time.

Granny Unit – See Second Dwelling Unit.

Hauled Waste shall mean any waste transported and discharged to the Agency POTW or sanitary sewer system from the place of origin or storage via rail, truck, or other mode of transportation.

Hazardous Waste shall mean any substance as defined in 40 CFR Part 261 Subpart C and D and Health and Safety Code Section 25141, and California Code of Regulations - Title 22, Division 4.5, Chapter 11, Section 66261 et. seq.

Holding Tank Waste shall mean any waste from either fixed or mobile holding tanks, including but not limited to, vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

Indirect Discharge shall mean the discharge or introduction of either domestic or industrial wastes into the sanitary sewer system for treatment prior to, or in lieu of, being discharged into receiving waters.

Industrial User (IU) shall mean any contributor of industrial waste or wastewater.

Industrial Wastewater shall be all water-carried wastes and wastewater of the community, excluding domestic wastewater, derived from any producing, manufacturing, processing, institutional, commercial, agricultural, or other operation. Industrial wastewater may also include wastes of human origin similar to domestic wastewater which have been mixed with industrial wastes or wastewater prior to discharge to the Agency's facilities. Industrial wastewater shall include wastes hauled by truck, rail, water vessel or other source regardless of origin.

Infiltration shall mean water entering the sewer system from the ground through such means as pipes, pipe joints, connections, or manhole walls.

Inflow shall mean water entering the sewer system from surface sources such as manhole covers, open cleanouts, yard or basement drains or roof drains.

Instantaneous Maximum Allowable Discharge Limit shall mean the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composite sample collected, independent of the industrial flow rate and the duration of the sampling event.

Interceptor shall mean an Agency-approved precast or cast-in-place concrete high-density polyethylene, coated steel, or other plastic containment device designed to intercept, trap, or otherwise prevent grease, sand, flammable liquids, or other substances potentially harmful to the sewerage system from entering said system.

Interference shall mean the inhibition or disruption of wastewater treatment plant operations or processes, sludge disposal and/or reuse, wastewater reclamation, or marsh processes or operations, which contributes to a violation of any requirement of the Agency's NPDES Permit(s) or other agency, local, state, and/or federal requirements.

Lateral Sewer shall mean the portion of a sewer connecting a Building Sewer to the Agency's Main Sewer which is owned by the Agency but maintained by the private property owner and lying within a public road/street or public sewer easement.

Living Unit shall be a structure containing a kitchen or electrical wiring and/or plumbing for potential use of a kitchen.

Main Sewer shall mean a public sewer lying within a public road/street or public sewer easement designed to accommodate one or more than one side sewer and for which suitable access can be provided for maintenance reasons at the sole discretion of the Agency.

Mass Discharge Rate shall be the weight of material discharged to the sewer system during a given time interval. Unless otherwise specified, the mass discharge rate shall be measured in pounds per day of a particular constituent or combination of constituents.

Maximum Daily Concentration shall mean the maximum allowable discharge of a pollutant during a calendar day. Where daily maximum limitations are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where maximum limitations are expressed in terms of concentration, the daily discharge is the arithmetic average of the pollutant concentration derived from all measurements taken that day.

Monthly Average Limit shall mean a fixed number of samples taken during a one month period, for specific industrial sources, e.g., metals finishing, and may be based on only one, or as many as 31 sampling events.

Multiple-Family Dwelling shall mean any structure under one ownership constructed for occupancy of more than one family, each separate living quarters to be referred to as a unit.

National Pollution Discharge Elimination System or NPDES Permit shall mean a permit issued pursuant to Section 402 of the Clean Water Act (33 U.S.C. 1342).

National Pretreatment Standard or Pretreatment Standard shall mean any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Sections 307(b) and (c) of the Clean Water Act which applies to Industrial Users. This term includes prohibitive discharge limits established pursuant to 40 CFR 403.5.

New Industrial User shall mean a person who has not contributed, or caused to be contributed, industrial waste or wastewater into Agency facilities from a given building, structure, facility, or installation. A "new source," as defined below, is included within the meaning of "new industrial user."

New Source shall mean any building, structure, facility, or installation from which there may be a discharge of pollutants, the construction of which commenced after the publication of proposed Federal pretreatment standards which will be applicable if such standards are thereafter promulgated, provided that: (1) the building, structure, facility, or installation is constructed at a site at which no other source is located; (2) the building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; (3) the production of wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant and the extent to which the new facility is engaged in the same general type of activity as the existing source would be considered.

New User shall mean a person who has not contributed, or caused to be contributed, waste or wastewater into Agency facilities from a given building, structure, facility, or installation. If the building, structure, or facility owner changes its use, it shall be considered a new user. A "new source," as defined previously, is included within the meaning of "new user."

Non-Compatible Pollutants shall mean pollutants which are not normally removed by the POTW treatment system. These pollutants may include but are not limited to toxic wastes and pollutants which pass-through or interfere with the treatment system and those pollutants as listed by EPA. Examples of non-compatible pollutants include heavy metals such as copper, nickel, lead and zinc; organics such as methylene chloride, 1,1,1-trichloroethylene, methyl ethyl ketone, acetone, and gasoline; or sludges.

Notice of Violation (NOV) shall mean a document issued by the Agency informing the user that it has violated the Agency's Sanitation Code and that appropriate corrective action must be taken.

Onsite Wastewater Treatment System(s) shall mean individual disposal systems, community collection and disposal systems, and alternative collection and disposal systems that use subsurface disposal. The short form of the term may be singular or plural. OWTS do not include "graywater" systems pursuant to Health and Safety Code Section 17922.12.

Ordinance shall mean the Sanitation Code including any and all amendments thereto.

Outside Sewer shall mean a sanitary sewer which extends beyond the jurisdictional boundaries of the Agency's Sanitation Zones.

Parcel shall mean the land or air space associated with an Assessor's Parcel Number.

Pass Through shall mean a discharge from wastewater treatment facilities into waters of the state in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, contributes to a violation of any requirement of the Agency's NPDES Permit(s) or other State and/or Federal requirements.

Permit shall mean any written authorization required pursuant to this Ordinance or other Agency rules and regulations prior to the installation or construction of any specific sewage works under specific conditions at specific locations, or the use of any public sewers.

Permittee shall mean a person to whom the Agency has issued a permit for sewer construction or use.

Person shall mean any individual, firm, company, partnership, association, and private or public or municipal corporations, trust, estate, the United States of America, the State of California, districts, all political subdivisions, governmental agencies, or other legal entities and mandataries thereof, or their legal representatives. The masculine gender shall include the feminine and the singular shall include the plural where indicated by the context.

pH shall mean the logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in moles per liter of solution.

Plumbing Fixture Units shall mean fixture unit load values for the sizing drainage piping and Building Sewers, computed from Section 703.2 and Tables 7-3 and 7-4 of Chapter 7 of the California Plumbing Code (most recent County adopted version); however, minimum Building Sewer size shall be four (4) inches in diameter.

Plumbing System shall mean all plumbing fixtures and traps; or soil, waste, special waste and vent pipes; and all sanitary sewer pipes within a building and extending to the building sewer connection two (2) feet outside the building foundation thereof.

Pollutant shall mean any dredged spoil; solid waste; incinerator residue; sewage; garbage; sewage sludge; munitions; hazardous wastes; chemical wastes; biological materials; radioactive materials; heat; wrecked or discharged equipment; rock; sand; cellar dirt; and industrial, municipal, and agricultural waste discharged into water; or any other pollutant as defined in Section 502 (6) of the Clean Water Act.

Pollution shall mean an alteration of the quality of the waters of the State by waste to a degree which unreasonably affects (1) such waters for beneficial use, or (2) facilities which serve such beneficial uses, or which create a hazard to the public health.

Pollution Prevention shall mean any action which causes a net reduction generation of hazardous and/or non-hazardous waste, and may also include any steps taken (a) before a hazardous waste is generated to lessen the properties which cause the waste to be classified as hazardous, or (b) to reduce pollutant loadings from all process discharges prior to disposal to a POTW.

Pretreatment or Treatment shall mean the reduction, elimination, and/or the alteration of the amount or nature of pollutant properties in wastewater to a less harmful state prior to, or in lieu of, discharging or otherwise introducing such pollutants into Agency facilities. Reduction, alteration or elimination may be obtained by physical, chemical, or biological processes; or process changes by other means, except as prohibited by State and Federal regulations.

Pretreatment Requirements shall mean any substantive or procedural treatment requirement, other than a National Pretreatment Standard, applicable to the industrial user.

Pretreatment Standard shall mean any regulation of the Agency, State, or EPA containing pollutant discharge limits or other procedural or substantive requirements of the user.

Priority Pollutants shall mean those toxic pollutants listed in Appendix D of the Clean Water Act.

Private Main Sewers shall mean:

1. Those on-site main sewers for which adequate access cannot be provided for public maintenance purposes at the sole discretion of the Agency, and which serve multiple buildings on a single parcel or multiple parcels, and for which there is an existing contract between the Agency and the responsible owners' association representing the multiple buildings or multiple parcels.

2. Those on-site main sewers for Mobile Home Parks or Public Schools that are under the jurisdiction of the State of California Department of Housing and Community Development or the State Division of Architecture, respectively.

Process Water shall mean water used in any manufacturing, forming or thermal process, or any other operation during which its characteristics are modified.

Public Sewer shall mean Main Sewers and Lateral Sewers within public roads/streets or within public sewer easements and which are directly controlled by or under the jurisdiction of the Agency.

Publicly Owned Treatment Works (POTW) shall mean a treatment works which is owned by a state, municipality, city, town, special sewer district, or other publicly owned and financed entity (defined by Section 502(4) of the Act) as opposed to a privately (industrial) owned treatment facility. The term POTW also includes any devices and/or systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of liquid nature. Also included are sewers, pipes, and other conveyances that convey wastewater to the POTW treatment plant. (see Direct and Indirect Discharge)

Representative Sample shall mean a sample portion of material or wastestream that is as nearly identical in content and consistency as possible to that in the larger body of material or wastestream being sampled.

Residential Condominium shall mean a single residential structure comprised of multiple individually owned living units.

Revocation shall mean the cancellation or nullification of the industrial user's permit, which terminates all rights and privileges of the industrial user to discharge to the Agency's sanitary sewer system on a permanent basis.

Roof Drain shall mean a drain designed to collect rainfall from a building roof.

Sanitary Sewer or Sewer shall mean a pipe or conduit which carries sewage and to which storm, surface, and groundwaters are not intentionally admitted.

Sanitary Sewer System or Sewer System shall mean Main Sewers, Lateral Sewers, pipes, manholes, cleanouts, or any other appurtenance which facilitates the flow of waste or wastewater to the Treatment Plant.

Second Dwelling Unit - A detached, second living unit on a single parcel in undivided ownership with a size less than or equal to 840 square feet, or as otherwise determined by the Sonoma County Permit and Resource Management Department, Planning Section, in accordance with the Sonoma County General Plan.

Septic Tank Waste shall mean any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

Sewage or Wastewater shall mean a combination of water-carried wastes from residences, business buildings, institutions, and industrial establishments.

Sewage or Wastewater Treatment Plant shall mean any arrangement of devices and structures used for treating wastewater.

Sewage Works or Sewerage shall mean all facilities for collecting, pumping, treating, and disposing of sewage or wastewater.

Sewer shall mean a pipe or conduit for carrying sewage.

Set of Pumps shall mean a fuel dispensing device capable of simultaneously fueling two vehicles.

Side Sewer shall mean all piping included in the privately owned Building Sewer and the publicly owned Lateral Sewer.

Significant Industrial User (SIU) shall mean any industrial user of the Agency's wastewater disposal system who (1) has a discharge flow of 25,000 gallons or more per average work day, or (2) has a dry weather flow or organic capacity greater than five (5) percent of the capacity of the Agency's wastewater treatment system, or (3) has in his/her wastes, toxic pollutants as defined pursuant to Section 307 of the Act or in the California Statutes and Regulations, or (4) is found by the Agency, Regional Water Quality Control Board, or the U.S. Environmental Protection Agency (EPA) to have significant impact, either singly or in combination with other contributing industries, on the wastewater treatment system, the quality of sludge, the system's effluent quality, or air emissions generated by the system and as defined in 40 CFR 403.3 (t). (see SIU Classifications, Article 6)

SIC Code shall mean the Standard Industrial Classification Code, a code numbering system used to identify various types of industries.

Significant Noncompliance (SNC) shall mean any violation of pretreatment standards or requirements as defined in 40 CFR 403.8(f)(2)(viii). SNC includes, but is not limited to, instances of chronic violations of wastewater discharge limits, slug discharges, violations of compliance schedule milestones, failure to provide compliance data, failure to follow Best Management Practices (BMPs), failure to accurately report noncompliance, or any other violation or group of violations.

Slug Discharge shall mean a discharge capable of causing adverse impacts to the Agency, its workers, or the environment; or any pollutant including an oxygen-demanding pollutant released in a discharge at a flow rate and/or pollutant concentration which may cause interference with the operation of the Agency's sanitation system. The discharge will be considered a slug discharge if the flow rate, concentrations, or quantities of pollutants exceed for any time period longer than: (1) fifteen (15) minutes, or (2) more than five (5) times the average twenty-four (24) hour concentration, quantity, or flow during normal operations. A slug discharge is considered to be a discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch discharge.

Solid Wastes shall mean all non-waterborne wastes, including garbage, recyclable and non-recyclable solid wastes, such as paper, plastics, demolition debris, and all other solid waste products of the community.

Source Reduction - See Pollution Prevention

Standard Industrial Classification (SIC) shall mean a classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1972, and any amendments thereto.

Standard Methods shall mean the "Standard Methods for the Examination of Water and Wastewater," a joint publication of the American Public Health Association (APHA), American Water Works Association (AWWA), and the Water Environment Federation (WEF), which outlines accepted laboratory procedures used to analyze the impurities in water and wastewater and as it may be amended.

State shall mean the State of California.

Storm Sewer or Storm Drain shall mean a pipe or other conveyance which is designed to carry unpolluted storm and surface waters or groundwaters and subsurface drainage waters, excluding sewage, which does not discharge to a POTW.

Storm Water shall mean the water running off or draining from the surface or subsurface of an area during and after a period of rain or irrigation.

Street shall mean any public highway, road, street, avenue, alley, way, public sewer easement, or public right-of-way used by, or to be used for, vehicle movement and for access to public sanitary sewer systems.

Subdivision shall mean improved or unimproved land or lands divided for the purpose of sale or lease, whether immediate or future, into two (2) or more lots or parcels.

Surcharge shall mean a charge for service in addition to the basic sewer user and debt service charge, for those users whose discharge contains biochemical oxygen demand (BOD), chemical oxygen demand (COD), suspended solids (SS), or ammonia nitrogen (N-NH) in concentrations which exceed limits specified herein for such pollutants.

Suspended Solids shall mean the total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquids, and which is removable by laboratory filtering.

Suspension shall mean a temporary physical interruption of sewer service without revoking the permit.

Time Proportional (composite) shall mean samples of equal volume collected at regular intervals of at least once each hour regardless of flow.



Toxic Pollutants shall include, but not be limited to, any pollutant identified pursuant to Section 307(a) of the Clean Water Act. Prohibited materials include organic solvents, pesticides, radiator fluids, organophosphates or similar chemical compounds used as algaecides, bactericides, fungicides, herbicides, insecticides, or pesticides. A list of toxic pollutants is on file at the Agency office.

Trap shall mean a cast iron or stainless steel containment device used for trapping substances in order to prevent grease, sand, or flammable liquids from entering the sanitation system.

Treatment Plant shall mean any facility owned, operated, and/or maintained by the Agency that is designed to provide treatment of wastewater.

Trunk Sewer Main – A Main Sewer to which no Lateral Sewers are allowed to connect. Only Main Sewers can connect to a Trunk Sewer Main. All connections to a Trunk Sewer Main shall be at a manhole.

Uniform Plumbing Code shall mean that certain current edition of the Uniform Plumbing Code adopted by the Western Plumbing Officials Association and the County of Sonoma, a copy of which is on file in the office of the Agency for use and examination by the public, except such sections therein as are shown to be omitted, amended, or added thereto, in said copy. Wherever the term "Administrative Authority" is used in the Uniform Plumbing Code, it shall be construed to mean the Agency's General Manager.

Unit shall mean any structure, or portion of a structure, constructed for occupancy by one single family, one commercial enterprise, one industrial enterprise, or one agricultural enterprise.

Upset shall mean an exceptional incident in which unintentional and temporary noncompliance occurs.

User shall mean any person who contributes, causes, or permits the contribution of wastewater into the Agency's facilities.

Waste shall mean sewage and any and all other waste substances, liquid, solid, or gases associated with human habitation, or of human or animal origin, or from any industrial processing operation of any nature which has been discarded for any reason.

Wastestream shall mean any avenue in which a waste may be transported, carried, or disposed of, e.g., surface waters, atmosphere, sanitary sewers, storm drains, landfills, and treatment facilities.

Wastewater shall mean the liquid and water-carried industrial and/or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions. Wastewater also includes groundwater, surface water, and storm water that may be present in the wastewater, whether treated or untreated, which is permitted to enter the Agency's facilities.

Wastewater Constituents and Characteristics shall mean the individual chemical, physical, bacteriological and radiological parameters, including volume and flow rate, and such other parameters that serve to define, classify or measure the contents, quality, quantity and strength of wastewater.

Waters of the State shall mean all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems, and all other bodies or accumulations of water (saline or fresh), surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the State or any portion thereof.

Yard Drain shall mean a system designed to collect and drain stormwater runoff away from a property.

**SECTION 2.02 - ADDITIONAL DEFINITIONS:** For the purpose of this Ordinance, additional terms shall have the meaning indicated in Chapter 1 of the Uniform Plumbing Code as adopted herein.

**SECTION 2.03 - ABBREVIATIONS:** The following abbreviations shall have the designated meanings:

ACL	Administrative Civil Liability (Complaint)
AO	Administrative Order
BMP	Best Management Practices
BOD	Biochemical Oxygen Demand
BTEX	Benzene, Toluene, Ethylbenzene, Xylene
C	Centigrade
CCR	California Code of Regulations
CFR	Code of Federal Regulations
COD	Chemical Oxygen Demand
CSAR	Compliance Sampling and Analysis Report
EPA	Environmental Protection Agency
ERP	Enforcement Response Plan
ESD	Equivalent single-family dwelling unit
F	Fahrenheit
gal/day	Gallons per day
GM	General Manager
L	Liter
mg	Milligrams
MGD	Million gallons per day
mg/L	Milligrams per liter
NOV	Notice of Violation
NPDES	National Pollutant Discharge Elimination System
OWTS	Onsite Wastewater Treatment System(s)
POTW	Publicly Owned Treatment Works
RCRA	Resource Conservation and Recovery Act
SCWA	Sonoma County Water Agency
SIC	Standard Industrial Classification
SNC	Significant Noncompliance
SSS	Sanitary Sewer System
TDS	Total Dissolved Solids
TRC	Technical Review Criteria
TSS	Total Suspended Solids
ug	Micrograms
ug/L	Micrograms per Liter
USC	United States Code
PAH	Polynuclear Aromatic Hydrocarbons
TTO	Total Toxic Organics

## ARTICLE III - GENERAL CONDITIONS FOR SEWER SERVICE

- SECTION 3.01 - AVAILABILITY OF SEWER SERVICE
- SECTION 3.02 - SERVICE AREA
- SECTION 3.03 - SERVICE AREAS--DISTANCE LIMITATIONS
- SECTION 3.04 - UNLAWFUL DISPOSAL
- SECTION 3.05 - OCCUPANCY PROHIBITED
- SECTION 3.06 - SEWER REQUIRED
- SECTION 3.07 - SERVICE AREAS--PRIVATELY FINANCED COLLECTOR MAINS
- SECTION 3.08 - SPECIAL CONDITIONS
- SECTION 3.09 - EACH UNIT TO HAVE SEWER LATERAL
- SECTION 3.10 - SUBDIVISION OF OWNERSHIP
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- SECTION 3.15 - APPLICATION FOR NEW SEWER SERVICE
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- SECTION 3.22 - USER RESPONSIBILITY FOR CONNECTION TO SEWER LATERAL
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- SECTION 3.28 - SEWER MAINLINE EXTENSION PERMITS
- SECTION 3.29 - LIMITED PURPOSE FACILITIES
- SECTION 3.30 - RECORDATION OF LIMITED PURPOSE AGREEMENT
- SECTION 3.31 - AGREEMENTS WITH OTHER AGENCIES FOR SANITATION SERVICE

**SECTION 3.01 - AVAILABILITY OF SEWER SERVICE:** Users are advised to obtain information from the Agency on the availability of sewer capacity, sanitation facilities to provide service, and other pertinent data to assure satisfactory service before undertaking any development or construction. Many areas within the boundaries of the Agency can only be served at extremely high costs to the users.

**SECTION 3.02 - SERVICE AREA:** Any person whose premises are within the service limits established for the Agency may apply for a sewer service connection provided that the Agency has at that location sufficient sewer capacity to provide the new or additional service without

detriment to those already served. The prospective user will be deemed to be "within service limits as defined by the Agency boundary" and will be deemed to be within an area which the Agency has "assumed to serve" only if such prospective consumer is entitled to service under Sections 3.03 and 3.08 and then only on the terms therein stated.

**SECTION 3.03 - SERVICE AREAS--DISTANCE LIMITATIONS:** Agency sewer mains leading to or near a prospective service area are intended only for points of waste discharge within a maximum distance of three hundred feet of the property line fronting such main. The Agency does not assume to serve connected or adjacent lands, whether in the same or other ownerships, unless it expressly agrees to do so when the Agency's sewer main is originally installed.

**SECTION 3.04 - UNLAWFUL DISPOSAL:** It shall be unlawful to construct or maintain within the Agency boundaries any privy, privy vault, cesspool, seepage pit, or any other type of Onsite Wastewater Treatment System that is not in compliance with current County requirements for on-site wastewater treatment systems.

Existing on-site wastewater treatment systems within the Agency boundaries that meet County Code requirements for new systems or for which continued use is allowed under County requirements, may be maintained or repaired as authorized by County requirements, or replaced in the same location or another County approved location, but may not be expanded to add capacity. Any replacement of such systems must be with a system that meets current County Code requirements for new systems.

Graywater systems, and other Alternate Water Source systems, as defined in Chapter 16 of the California Plumbing Code, and complying with current County requirements, are not subject to this Section 3.04.

New on-site wastewater treatment systems may be constructed and maintained within the Agency boundaries under the following conditions:

1. The facilities shall be in compliance with current County requirements and not increase capacity, and
2. The facilities shall be constructed under a permit issued by the Sonoma County Permit and Resource Management Department, and
3. The structure to be served is, or would be, more than 300 feet from a property line fronting a sewer main, and
4. The applicant shall sign and record, at the applicant's expense, an agreement with the Agency stating that when a new future public collector main sewer is constructed within a public right-of-way to within 300 feet of the structure(s), the owner of the structure(s) shall at their expense, obtain permits from the Sonoma County Permit and Resource Management Department, disconnect from, and abandon, the existing on-site system and reconnect to the new public collector main sewer in accordance with the Agency Standards, and

5. The General Manager, or the General Manager's delegated staff, shall issue a written finding of infeasibility of making connection to a public main sewer, the basis for the finding of infeasibility, and with a statement of not objecting to the Sonoma County Permit and Resource Department's issuance of a permit to allow construction of an on-site septic treatment and disposal facility conforming to County Standards. The finding of infeasibility shall be based on documentation provided by the Applicant demonstrating either economic hardship, technical infeasibility, or both.

**SECTION 3.05 - OCCUPANCY PROHIBITED:** No building, industrial facility, or other structure connected to the sewer system of the Agency shall be occupied until the owner of the premises has complied with all rules and regulations of Agency and/or applicable regulations of the County of Sonoma or other appropriate jurisdiction.

**SECTION 3.06 - SEWER REQUIRED:** The owner of any building situated within the Agency boundary and abutting on any street in which there is now located or may in the future be located a public sewer of the Agency is hereby required at his or her expense to connect said building directly with the proper public sewer, unless the building will discharge to the public sewer through a pretreatment system approved by the Agency in accordance with the provisions of this Ordinance, within ninety (90) days after date of official notice to do so, and provided that said public sewer is within three hundred (300) feet of the building.

**SECTION 3.07 - SERVICE AREAS--PRIVATELY FINANCED COLLECTOR MAINS:** As provided in Section 3.29, the Agency's Board of Directors may limit and define service areas for privately or locally financed collector mains.

**SECTION 3.08 - SPECIAL CONDITIONS:** Where an extension of collector mains is necessary; or where quantities of wastewater are in excess of the capacity of the existing system; or where a substantial investment in pumping, treatment, or disposal is necessary to provide service, the user, after making a written application for service and prior to activating sewer services, will be informed by the Agency as to the conditions and charges to be made for the particular area and circumstances in question. Rules and regulations for mainline extensions are set forth in Section 3.28 et seq.

**SECTION 3.09 - EACH UNIT TO HAVE SEWER LATERAL:** No sewer lateral shall be installed or provided for more than one living unit, commercial unit, or agricultural or industrial enterprise. However:

- A. The following facilities may be allowed to be served by a common sewer lateral upon receipt of a written request from the applicant:
  1. A duplex, apartment, or other multiple-unit residential structure in undivided ownership.
  2. A commercial or industrial structure in undivided ownership where use areas are not enclosed by permanent walls, provided that process and domestic wastestream would not comeingle prior to the designated sampling point.

3. A structure or group of structures owned or exclusively occupied by a public entity or entities.
  4. A residential condominium or similar complex of living units served under a contract between the Agency and a responsible owners' association for the complex.
  5. An auxiliary structure, on a residentially zoned parcel, that is not a living unit (without cooking facilities), e.g. garage, workshop, pool house, artist studio, etc. Following receipt of the parcel owner's request letter, an acknowledgement document, prepared by the Agency from information provided by the owner's request letter will be sent to the property owner, and must be recorded by the property owner against the parcel of land to cover this arrangement.
  6. A second dwelling unit (with cooking facilities) located on a single-family parcel in undivided ownership as an attached or detached unit. Following receipt of the parcel owner's request letter an acknowledgement document, prepared by the Agency from information provided by the owner's request letter, will be sent to the property owner, and must be recorded by the property owner against the parcel of land to cover this arrangement.
  7. A single structure consisting of multiple-parcels/units commercial office condominiums, each parcel/unit intended for individual ownership with each parcel/unit not discharging wastewater constituents of concern, as determined by the Agency, served under an agreement between the Agency and a sub-divider or responsible owners' association for the complex, and with the following additional requirements satisfied: The agreement shall include appropriate Agency-required changes to the Covenants, Conditions, and Restrictions for the structure, shall require revised, recorded title conveyance documents for each parcel/unit which include deed restrictions acceptable to the Agency restricting discharge only to wastewater constituents which are not of concern as defined in this Code and otherwise by the Agency, a recorded Terms and Conditions document signed by both the sub-divider, or responsible owners' association, and the General Manager or authorized designated representative, and a recorded Covenant signed by both the sub-divider, or responsible owners' association, and the General Manager or authorized designated representative. The sub-divider or responsible owners' association for the complex, shall pay a Sanitation Code Exception Document Processing Charge to reimburse the Agency for staff and County Counsel administrative costs for processing of the required documents associated with granting the Sanitation Code exception prior to signing of the Terms and Conditions document and the Covenant document by the General Manager or authorized designated representative. With these completed documents in place, and with payment by the sub-divider or owners' association of the Sanitation Code Exception Document Processing Charge, it will not be necessary for the sub-divider, owners' association, or individual owners, to obtain a variance from the Board of Directors.
- B. If two legal living units in separate structures on a single parcel are in single ownership where sewer service to both was granted prior to January 1, 1995, and both were legal living units at that time, they may continue to be served through a single sewer lateral where one user assumes responsibility for all service to such parcel. An acknowledgement document per

Section 3.09A, Paragraph 6 must be recorded against the parcel if there is a change in ownership after January 1, 1995.

**SECTION 3.10 - SUBDIVISION OF OWNERSHIP:** If the ownership of a structure or group of structures receiving sewer service through a single lateral connection pursuant to Sections 3.09 (A) 1, 2, 3 or (B) is subdivided, new sewer laterals shall be installed, and the fees and charges therefore shall be paid, to the extent necessary to provide a separate sewer lateral to each separately owned unit or parcel, unless service is furnished under subsection (A) 4 of Section 3.09.

**SECTION 3.11 - ENVIRONMENTAL REVIEW:** All Agency projects and private developments are subject to the requirements of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), and the State Guidelines for Implementation of the California Environmental Quality Act (CFR, Section 15000 et seq.). All Agency projects are also subject to the CEQA Implementing Procedures of the Sonoma County Water Agency (Agency Implementing Procedures). Under the Agency Implementing Procedures, the Agency will act as a Lead Agency and will prepare environmental documents as needed for Agency projects. Persons planning private developments should contact the appropriate jurisdictional planning agency early in their planning process to determine that agencies' procedures for Implementation of CEQA (the Guidelines). The Agency will act as a Responsible Agency for private developments and will review and comment on environmental documents prepared for private developments in its role as a Responsible Agency as required under CEQA, the Guidelines, and the Agency Implementing Procedures.

No sewer service permit or mainline extension permit will be granted without compliance with said requirements.

**SECTION 3.12 - COMPLIANCE WITH ALL LAWS:** No sewer service permit or mainline extension permit will be granted to any structure or property where the development or use of said structure or property, as proposed by the applicant, would be in violation of any applicable Federal, State, or local laws, ordinances or regulations.

**SECTION 3.13 - APPLICATIONS, PERMITS AND FEES:** No public sewer, lateral sewer, building sewer, or other sanitation facility shall be installed, altered, or repaired within the jurisdiction of the Agency until an application for a sewer service permit, mainline extension permit, or other type of permit application has been reviewed and approved by the Agency and all fees paid in accordance with the requirements of this Ordinance and other rules and regulations of the Agency.

**SECTION 3.14 - CHANGE IN CHARACTER OR INCREASE IN THE AMOUNT OF WASTEWATER DISCHARGE FROM EXISTING SEWER LATERAL CONNECTION:** All sewer services granted are solely for the specific use for which application was made. No substantial change shall be made in the character or strength nor shall an increase in the amount of wastewater discharged by user be made through an existing sewer lateral connection except by making application to the Agency. The Agency, upon application, shall determine, based upon probable peak wastewater discharge for the particular type of use, whether the existing sewer service is adequately allocated for the new use. The Agency, at its discretion, will



review sewer connections for substantial changes in character or increase in use. A substantial change in character of wastewater discharge includes, but is not limited to, change from one of the following uses to another: single-family residential, multiple residential, commercial, or industrial. When the Agency determines there is a substantial change in character or increase in the wastewater discharge, a new sewer service application shall be required pursuant to Section 3.15 and additional fees paid when there is an increase in the amount of wastewater discharge.

**SECTION 3.15 - APPLICATION FOR NEW SEWER SERVICE:** Applicants requesting sewer services which require the installation of a new sewer lateral or which substantially changes the character or amount of wastewater discharge from an existing sewer lateral shall make written application for a new connection and ESD (equivalent single family dwelling unit) on a form provided by the Agency. All blanks thereon shall be filled in completely. The Agency shall, at its sole discretion, determine the appropriate number of ESD(s) based on the type of use category pursuant to Section 5.03.

**SECTION 3.16 - RESPONSIBILITY OF APPLICANT:** Completed and signed sewer service permits, mainline extension permits, or other types of permit applications constitute an agreement to pay for all services rendered pursuant to that application; and to be bound by all rules and regulations of the Agency including provisions, terms, and requirements of this and other ordinances and resolutions, and any plans and specifications filed with the application, together with such corrections or modifications as may be made or permitted by the Agency. All applications other than wastewater discharge permits shall be signed by the legal owner(s) of the parcel served. Wastewater Discharge Permit applications shall be signed by the business owner and legal owner. Such agreement shall be binding upon the applicant(s) and may be modified only by the Agency except in cases where a written request for modification is received from the applicant and approved by the Agency. Written request for alteration can only be approved with written permission from the General Manager or his authorized representative.

**SECTION 3.17 - REVIEW OF APPLICATION FOR NEW SEWER CONNECTIONS:** Receipt of application by the Agency is not a guarantee that a sewer service permit will be issued. Each application will be reviewed individually by the Agency. After such review, the Agency reserves the right to grant or reject said application for any cause which may adversely affect the Agency's wastewater treatment system.

**SECTION 3.18 - FRONTING A SEWER MAINLINE:** "Fronting a sewer mainline," as used in this Ordinance or article, means that a Agency-owned sewer main is located in a Agency easement, or fee title, or public way which is immediately contiguous to the parcel to be served and that an imaginary line projected at a right angle to such main extends to or beyond the centerline of the parcel's frontage or the centerline of the structure, whichever is farther.

**SECTION 3.19 - CONDITIONS FOR APPROVAL OF STANDARD NEW SEWER SERVICE INSTALLATION:**

A. Approval of an application for a new sewer service installation will normally be granted providing that:

1. The property to be served is fronting an existing Agency sewer main, and

2. The structure to be served is within three hundred feet of the property line fronting the sewer main, and
  3. Adequate sewer main capacity is available to serve all portions of the property, and
  4. The property served is at such an elevation that gravity flow of wastewater discharge will occur except as permitted under Section 4.05, and
  5. Such sewer lateral installation is in compliance with all other Agency rules, regulations, and conditions of sewer service, and
- B. Applicants who cannot meet conditions (1) or (2) of subsection (A) must arrange for a sewer mainline extension permit pursuant to Section 3.28 et seq.

**SECTION 3.20 - APPLICATIONS AND SEWER SERVICE RUN WITH THE LAND:** Each application and each sewer service approved pursuant thereto runs only with the parcel of land for which it is applied and/or approved and may not be transferred to any other parcel of land.

**SECTION 3.21 - AGENCY LIMIT FOR NEW SEWER LATERAL INSTALLATION:** No Agency-owned sewer lateral shall be installed on any private property, or extended beyond the curblineline of a street or easement in which a Agency sewer main is located.

**SECTION 3.22 - USER RESPONSIBILITY FOR CONNECTION TO SEWER LATERAL:** The user shall be responsible for the installation and connection of, at his own expense, his building sewer and plumbing systems inside private property. The user's building sewer and plumbing systems shall at all times remain the property of the user who shall be solely responsible for its maintenance, use, and repair. The Agency will not do any work or supply any materials in connection with the installation, repair, or maintenance of any part of privately owned building sewer or plumbing systems. Unless a special written agreement is made to the contrary, all facilities on the user side will be deemed to be the user's private property. The building sewer and plumbing systems inside private property shall be subject to and governed by the appropriate ordinances of the County of Sonoma or other appropriate jurisdictions.

**SECTION 3.23 - USER RESPONSIBILITY FOR MAINTENANCE OF SIDE SEWER:** The user shall be responsible for the cleaning and clearing of, at his own expense, the side sewer (building sewer and lateral sewer) and the plumbing systems. The user's building sewer and plumbing systems shall at all times remain the property of the user who shall be solely responsible for its maintenance, use, and repair. Replacement or repair of the lateral sewer shall be at the sole discretion of the Agency. A property line cleanout must be installed for the Agency to determine if repair or replacement of the lateral sewer is required. Installation of a property line cleanout shall be at the users expense.

**SECTION 3.24 - USER RESPONSIBILITY FOR INSTALLATION AND MAINTENANCE OF BACKFLOW PREVENTION DEVICES:** Where a side sewer serves plumbing fixtures that are either (1) located less than one foot above the rim of the nearest upstream manhole or cleanout of the main sewer into which the side sewer connects, or (2) located within the 100-year flood

zone, a backflow prevention device shall be installed in the building sewer in accordance with the Agency's Design and Construction Standards for Sanitation Facilities. The backflow prevention device shall be located on private property and shall be installed by the User. The maintenance of the backflow prevention device shall be the sole obligation of the User. The Agency shall be under no obligation to ascertain that the backflow device continues in operating condition. The installation of a backflow prevention device shall require a permit from and inspection by the Agency.

**SECTION 3.25 - SEWER SERVICE FOR A SINGLE STRUCTURE:** Where a single structure is to be served, the side sewer must proceed from the Agency main along such a course so as to avoid traversing a parcel of separate ownership lying between such structure and the Agency main, unless the General Manager, or the General Manager's delegated staff, makes a written finding that traversing such parcel is necessary due to physical restrictions, technical feasibility or safety issues, and a permanent property interest in the traversed parcel for placement, maintenance, and replacement of the side sewer is conveyed to the property of the structure being served and such property interest is recorded.

**SECTION 3.26 - SEWER SERVICE FOR TWO OR MORE STRUCTURES:** Where two or more structures are to be served on land under single ownership, separate sewer laterals shall run from the Agency main substantially at a right angle to each such structure, except as allowed by Sections 3.06, 3.09, and 3.25.

**SECTION 3.27 - OWNERSHIP OF SANITATION FACILITIES:** All lift stations, collector and trunk sewer mains, sewer laterals, manholes, and other facilities installed under this Ordinance shall immediately become the sole property of the Agency upon installation and final inspection and acceptance by the Agency.

**SECTION 3.28 - SEWER MAINLINE EXTENSION PERMITS:** Except as sewer trunk and collector mains and other facilities may be extended or installed by the Agency on its own initiative and partially or wholly at its own expense, extensions of mains may be obtained by developers and others upon entering into a sewer mainline extension permit prepared in accordance with the terms and conditions described by Article IV and herein.

- A. Agency's Discretion: The final determination whether the Agency will issue a sewer mainline extension permit shall be at the discretion of the General Manager. No sewer mainline extension permit shall be approved until such time as the Agency can determine that:
1. The Agency has sufficient wastewater collection, treatment, and disposal capacity to adequately service the existing sanitation system.
  2. Additional sewer connections will not create a condition detrimental to the present or future Agency users.
  3. The project the extension will service has received final discretionary approval from the lead agency.

4. The sewer mainline extension agreement will not violate any Agency rule, regulation, or policy.
- B. Minimum Requirements Prior to Sewer Facilities Installation: No sewer mainlines, manholes, laterals, or other facilities shall be installed until such time that the roadways are completed to subgrade, unless otherwise approved by the General Manager.
- C. Additional Constrained System Requirements: Whenever the Agency determines that existing trunk sewers, collector sewers, or lift stations are insufficient to adequately serve any sewer mainline extension, the Agency shall not issue a sewer mainline extension permit for such extension until such time the applicant agrees to pay the full cost of furnishing out-of- tract trunk or collector lines or other facilities so that said extension will not adversely affect other users or potential users of existing sewer pipelines.
- D. Special Contracts: The Agency may enter into special contracts relating to cost sharing and/or refunds or advances made or incurred when providing or enlarging trunk or collector mainlines, lift stations, or other facilities. Considerations for cost sharing by the Agency may include the following:
1. The facility to be constructed will be replacing an inadequate facility.
  2. The facility to be constructed is an adopted project included in the Agency's 5-year capital improvement program and is currently a planned capital improvement project of the Agency.
  3. The Agency Board has determined that it is within the Agency's financial capability to finance its share of the improvement.
- F. Outside Users Contract: Where special conditions exist relating to serving an area outside the boundaries of the Agency, users shall be subject to a special mainline extension agreement between the applicant and the Agency. No connections shall be made to any parcel located outside of the presently established boundaries of the Agency until a satisfactory agreement has been entered into with the owner of said parcel and approved by the Board.

**SECTION 3.29 - LIMITED PURPOSE FACILITIES:** If and whenever the Agency causes sanitation facilities to be constructed to ~~provide sewerage~~ extend the Public Sewer to a specific area, the Agency Board may by resolution determine and declare that such facility shall be a limited purpose facility and subject to the restrictions of this Section. In any such case, the facility shall be deemed to be a special or limited purpose facility not designed or intended to serve any properties other than the specific area described in such resolution. The Agency shall not be deemed to have assumed to serve any other areas unless and until and to the extent that the Agency Board ~~of Directors~~ expressly so declares by later resolution. In any such case, no person shall have the right to connect with or receive sewer service from such facility, except upon payment of a pro-rated contribution toward its cost, either for retention by the Agency, or for repayment to the party who financed the initial construction, as applicable. Repayment to the party who financed the initial construction, if other than the Agency, will be made for a period of thirty ten years after the date the limited purpose agreement was entered into for

such construction. At the end of the ~~ten~~ **thirty**-year period, the designation as a limited purpose facility and agreements for reimbursement terminate and the Agency may serve any and all areas not specifically identified by the limited purpose resolution. Nothing contained herein shall prohibit the Agency from requiring the payment of a pro-rated contribution for the cost of constructing the Public Sewer as a condition of the right to connect with or receive sewer service from the Public Sewer beyond thirty years, if the construction costs were incurred by the Agency.

**SECTION 3.30 - RECORDATION OF LIMITED PURPOSE AGREEMENT:** Where a limited purpose facility is installed pursuant to this Ordinance Sanitation Code and the original ~~a~~**A**pplicant owns all, or a part of, the additional, prospective "service area" adjacent to or near the facility installed, the Agency may require the recordation, at the ~~a~~**A**pplicant's expense, of a special agreement designating the specific area served and the additional area which is not served, so that future purchasers of the area not served will have notice for the pro rata charge as to their ~~property~~ Parcel for sewer service.

**SECTION 3.31 - AGREEMENTS WITH OTHER AGENCIES FOR SANITATION SERVICE:** The Agency may contract in accordance with the terms and conditions of the California Health and Safety Code, Section 4742.1, with a district, city, governmental agency, person, or other entity, for the handling, treatment, or disposal by the Agency of wastewater or industrial waste when, in the judgment of the Agency Board, it is in the best interest of the Agency to do so, upon such terms and conditions as may be agreed upon, provided that the Agency facility to be utilized has the capacity for handling, treatment or disposal of such waste, and that the contracting user pays, as required by Agency, State and/or Federal requirements or law, its proportionate share of the cost of such treatment, handling, and disposal.

## **ARTICLE IV - TERMS AND CONDITIONS FOR CONSTRUCTION OF SANITATION FACILITIES**

- SECTION 4.01 - PERMIT REQUIRED
- SECTION 4.02 - PROFILE, PLANS, AND SPECIFICATIONS REQUIRED
- SECTION 4.03 - SUBDIVISIONS
- SECTION 4.04 - OLD BUILDING SEWERS
- SECTION 4.05 - SEWER TOO LOW
- SECTION 4.06 - CONNECTION TO PUBLIC SEWER
- SECTION 4.07 - LETTER OF ACCEPTANCE OF SEWER CONSTRUCTION
- SECTION 4.08 - COMPLETION OF SEWER FACILITIES REQUIRED
- SECTION 4.09 - ABANDONMENT OF SEWER
- SECTION 4.10 - PERSONS AUTHORIZED TO PERFORM WORK
- SECTION 4.11 - COMPLIANCE WITH LOCAL REGULATIONS
- SECTION 4.12 - PROTECTION OF EXCAVATION
- SECTION 4.13 - DESIGN AND CONSTRUCTION STANDARDS
- SECTION 4.14 - PROPERTY AND RIGHTS-OF-WAY
- SECTION 4.15 - RECORD DRAWINGS
- SECTION 4.16 - IMPROVEMENT SECURITY
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- SECTION 4.18 - WORK TO BE INSPECTED
- SECTION 4.19 - NOTIFICATION
- SECTION 4.20 - APPROVAL REQUIREMENT--CLOSED CIRCUIT TELEVISION
- SECTION 4.21 - REJECTED WORK
- SECTION 4.22 - ALL COSTS PAID BY OWNER
- SECTION 4.23 - PERMITS REQUIRED BY OTHERS
- SECTION 4.24 - LIABILITY
- SECTION 4.25 - TIME LIMITS ON PERMITS

**SECTION 4.01 - PERMIT REQUIRED:** No person shall construct, extend, or connect to any public sewer without first obtaining a written permit from the Agency and paying all fees, connection charges, and furnishing bonds as required herein. The provisions of this Section requiring permits shall not be construed to apply to contractors constructing sewers and appurtenances under contracts awarded and entered into by the Agency.

**SECTION 4.02 - PROFILE, PLANS, AND SPECIFICATIONS REQUIRED:** The application for a new service permit or a mainline extension permit for public sewer construction shall be accompanied by completed plans, profiles, and specifications; complying with all applicable ordinances, rules, and regulations of Agency; and prepared by a Registered Civil Engineer showing all details of the proposed work, based on an accurate survey of the ground. The application, together with the plans, profiles, and specifications, shall be examined by the General Manager, who shall within thirty (30) days approve them as filed or require them to be modified as he deems necessary for proper installation. If the profiles, plans, and specifications are sufficient and adequate, the Agency may issue a new service permit or mainline extension permit subject to payment of all connection charges, fees, and furnishing bonds and deposits as required by the Agency. The permit shall prescribe such terms and conditions as the General Manager finds necessary in the public interest.

**SECTION 4.03 - SUBDIVISIONS:** The requirements of this Ordinance shall be fully complied with, and all required fees shall be paid before any permit may be issued to install sanitation facilities which serve the subdivision in question. The final subdivision map shall provide for the dedication for Agency use of all public streets, or public rights-of-way in which public sewers are to be constructed. Sewer easements shall be dedicated through the preparation and recordation of a separate Sewer Dedication and Easement Agreement document.

**SECTION 4.04 - OLD BUILDING SEWERS:** Old building sewers may be used in connection with new buildings only when they are found, upon examination and testing as required by the General Manager, to meet all requirements of the Agency. If old building sewers are deemed to be inadequate, they shall be replaced at the owner's expense.

**SECTION 4.05 - SEWER TOO LOW:** In all buildings in which any building sewer is at elevations too low to permit gravity flow to the public sewer, sanitary sewage carried by such building sewer shall be lifted by artificial means approved by the General Manager and discharged to the public sewer at the expense of the owner.

**SECTION 4.06 - CONNECTION TO PUBLIC SEWER:** The connection of the sewer lateral into the public sewer shall be made in accordance with Agency *Design and Construction Standards for Sanitation Facilities* at the permittee's expense. The connection shall be made in the presence of an Agency Inspector and under his/her supervision and direction. Any damage to the Agency sewer shall be repaired in conformance with Agency *Design and Construction Standards for Sanitation Facilities* at the cost of the permittee.

**SECTION 4.07 - LETTER OF ACCEPTANCE OF SEWER CONSTRUCTION:** The General Manager shall issue a letter of acceptance to the engineer of work for said lateral and/or mainline sewer construction after the General Manager has ascertained from inspection thereof that said lateral and/or mainline sewers were constructed according to the permit's terms and conditions of the new service permit, mainline extension permit, or other agreement. Upon acceptance of the work by the Agency, a guarantee period of one year shall be in effect. During the one year guarantee period, the Agency may perform an inspection of any portion of the said sanitation facilities which have been installed pursuant to said permit(s). Any discrepancies of permit terms and conditions discovered within the guarantee period, after acceptance of the work by the Agency, shall be corrected and/or replaced by the applicant or successor interest at no expense to the Agency, including, but not limited to, the cost of such maintenance; the cost of any replacement, repair, or reinstallation of any such sewer lines, fittings, or facilities. In the event the applicant or successor interest does not act promptly and to the satisfaction of the Agency, the Agency reserves the right to make such repairs, replacements, and reinstallations at the expense of the applicant or his successor interest, and the applicant or his successor in interest shall pay such cost to the Agency on demand. Such guarantee period may be extended upon disclosure of a defect until one (1) year after correction of the defect.

**SECTION 4.08 - COMPLETION OF SEWER FACILITIES REQUIRED:** Prior to transfer of ownership of any sewer facilities to the Agency and prior to granting permission to allow any sewage to discharge into the system, the sewer facilities shall be tested, be complete, and in full compliance with all requirements of the Agency Design and Construction Standards for

Sanitation Facilities. Any approved special specifications or conditions or separate agreements applicable to the work shall be to the satisfaction of the General Manager. If the work of constructing public sewerage facilities is not satisfactorily completed within the time limit specified in the permit, the Agency may extend said time limit, or may complete the work and take appropriate steps to enforce the provisions of the improvement security furnished by the permittee pursuant to Section 4.16 of this Ordinance.

**SECTION 4.09 - ABANDONMENT OF SEWER:** Where a sewer lateral is to be abandoned because of City(s), County, or Agency regulations, or because of building demolition or destruction, a permit shall be obtained from the Agency and the lateral shall be capped or plugged in accordance with Agency requirements.

**SECTION 4.10 - PERSONS AUTHORIZED TO PERFORM WORK:** Only properly licensed contractors shall be authorized to perform the work of public sewer construction within the Agency jurisdiction. All terms and conditions of the permit issued by the Agency to the applicant shall be binding on the contractor. The requirements of this Article or Ordinance shall apply to sewer laterals installed concurrently with public sewer construction.

**SECTION 4.11 - COMPLIANCE WITH LOCAL REGULATIONS:** Any person constructing a sewer within a street shall comply with all State, County, or City(s) laws, ordinances, rules, and regulations pertaining to the cutting of pavement, opening, barricading, lighting and protection of trenches, backfilling and repaving thereof, and shall obtain all permits and pay all fees required by the department having jurisdiction prior to the issuance of a permit by the Agency.

**SECTION 4.12 - PROTECTION OF EXCAVATION:** The applicant or his contractor shall maintain such barriers, lights, signs, and such other safety facilities as are required by State, City(s), County, and local requirements necessary to give warning to the public at all times that a sewer is under construction and of each dangerous condition to be encountered as a result thereof. Trench shoring shall conform to all applicable requirements of the latest revision of Article 6 of the Construction Safety Orders issued by the Division of Industrial Safety, State of California. He shall also likewise protect the public in the use of the sidewalk against any such conditions in connection with the construction of the sewer. Streets, sidewalks, parkways, and other property disturbed in the course of the work shall be reinstalled in a manner satisfactory to the Agency, City(s), County, or any other person having jurisdiction thereover. Compliance with such safety provisions shall be the sole responsibility of the permittee and shall not be construed to be the responsibility of the Agency.

**SECTION 4.13 - DESIGN AND CONSTRUCTION STANDARDS:** Minimum standards for the design and construction of sewers and other sanitation facilities within the Agency's jurisdiction shall be in accordance with the most recent approved resolution, "Design and Construction Standards for Sanitation Facilities" heretofore or hereafter adopted by the Agency. Copies are on file in the Agency office. The General Manager may authorize modifications and/or require higher standards where conditions exist to justify such action. The connection shall be made in the presence of a Agency Inspector under his/her supervision and direction. Any damage to the Agency sewer shall be repaired in conformance with Agency Design and Construction Standards for Sanitation Facilities at the cost of the permittee.



**SECTION 4.14 - PROPERTY AND RIGHTS-OF-WAY:** No sewer mainlines or other facilities shall be installed until all required right-of-way and fee title of real property required for installation, operation, and maintenance of the facilities have been furnished by the applicant for approval by the General Manager.

**SECTION 4.15 - RECORD DRAWINGS:** "Record drawings" showing the actual location of all mains, structures, wyes, laterals, cleanouts, pump stations, and other sanitation facilities shall be filed with the Agency before final acceptance of the work.

**SECTION 4.16 - IMPROVEMENT SECURITY:** Prior to issuance of a permit for public sewer construction, the applicant shall furnish to the Agency a faithful performance bond, cash, or other improvement security acceptable to the Agency, in the amount of the total estimated cost of the work as determined by the General Manager. Such faithful performance bond, cash deposit, or other improvement security shall be conditioned upon the performance of the terms and conditions of the permit and, unless more stringent requirements are otherwise specified by the Agency, shall guarantee the correction of faulty workmanship and replacement of defective materials for a period of one (1) year from and after the date of acceptance of the work by the Agency. The applicant shall also furnish to the Agency a labor and material bond, or other security acceptable to the Agency, in the amount of the total estimated cost of the work.

**SECTION 4.17 - GENERAL FINANCING:** Except as hereinafter provided in Section 3.28, the extension of the public sanitation facilities to serve any parcel or tract of land shall be accomplished by and at the expense of the owner, although the Agency reserves the right to perform the work itself and bill the owner for the cost thereof, or to perform the work pursuant to special assessment proceedings. The size of all sewer mains and other sanitation facilities shall be in accordance with the requirements of the Agency.

**SECTION 4.18 - WORK TO BE INSPECTED:** All sewer construction work shall be inspected by the Agency to insure compliance with all requirements of the Agency. No sewer shall be connected to the Agency's public sewer system until the work covered by the permit has been completed, inspected, and approved by the Agency.

**SECTION 4.19 - NOTIFICATION:** It shall be the duty of the person performing the work authorized by permit to notify the Agency in writing that said work is ready for inspection. Such notification shall be given not less than two (2) working days prior to request for work to be inspected. It shall be the duty of the person performing the work to ensure that the work will meet or exceed Agency test requirements prior to making the above notification.

**SECTION 4.20 - APPROVAL REQUIREMENT--CLOSED CIRCUIT TELEVISION:** Prior to the Agency's acceptance of construction work as being completed, pursuant to this Ordinance, the permittee shall prepare a closed circuit television inspection of all main, lateral, and building sewers for which permit(s) were issued, and shall provide a copy of the video tape to the Agency for review and approval of completed work, all in accordance with the most current revision of the Sonoma County Water Agency's Design and Construction Standards for Sanitation Facilities.

**SECTION 4.21 - REJECTED WORK:** When any work has been inspected and rejected, a certification of satisfactory completion will not be given. However, a written notice shall be given instructing the owner of the premises, or the agent for such owner, to repair the sewer or other work as authorized by the permit in accordance with this Ordinance or any other rules and regulations of the Agency.

**SECTION 4.22 - ALL COSTS PAID BY OWNER:** All costs and expenses associated with the installation, connection, and inspections performed by the Agency for sewer or other work for which a permit has been issued, shall be borne by the owner. The owner shall indemnify the Agency from any loss or damage that may be directly or indirectly occasioned by the work.

**SECTION 4.23 - PERMITS REQUIRED BY OTHERS:** Separate permit(s) must be obtained from the City(s) and/or County or any other person having jurisdiction thereupon by the owners or contractors intending to excavate in a public street for the purpose of installing sewers or making sewer connections.

**SECTION 4.24 - LIABILITY:** The Agency and its officers, agents, and employees shall not be responsible for any liability, injury, or death to any person, or damage to any property arising during or growing out of the performance of any work by any such applicant. The applicant shall be responsible for, and shall release and hold the Agency and its officers, agents, and employees harmless from, any liability imposed by law upon the Agency or its officers, agents, or employees, including all costs, expenses, fees, and interest incurred in defending same or in seeking to enforce this provision. Applicant shall be solely liable for any defects in the performance of his work or any failure which may develop therein.

**SECTION 4.25 - TIME LIMITS ON PERMITS:** Unless an extension of time is granted by the Agency, if work under a permit is not commenced and completed within the time specified in the permit, the permit shall become void and no further work shall be done until a new permit shall have been secured. Whenever a permit(s) for a new sewer lateral or a mainline extension expires, an additional fee may be paid pursuant to Article V of this Ordinance or subsequent ordinance establishing fees for extensions of time. All requests for extension of time must be made within forty-five (45) days after the expiration date of said permit or applicant must apply for a new permit(s).

## ARTICLE V - FEES AND CHARGES FOR SEWER SERVICE

SECTION 5.01 - CHARGES FOR PERMIT OF NEW SEWER LATERAL CONNECTIONS

SECTION 5.02 - ANNEXATION CHARGES

SECTION 5.03 - CONNECTION FEES

SECTION 5.04 - PARTIAL PAYMENT--SUBDIVISIONS

SECTION 5.05 - ALTERATION OF USE

SECTION 5.06 - CREDIT FOR ADVANCED PAYMENTS

SECTION 5.07 - RENEWAL OR EXTENSION OF PERMIT

SECTION 5.08 - DEVELOPMENT REVIEW SERVICE FEE

SECTION 5.09 - OVERTIME SERVICES

### **SECTION 5.01 - CHARGES FOR PERMIT OF NEW SEWER LATERAL CONNECTIONS:**

Upon approval of a new sewer lateral connection application and payment for the development review service charge and connection fees, as set forth by separate ordinance for the Agency, the Agency will issue a permit to the applicant. All deposits made for such charges and fees shall be credited to the parcel of land to be served, shall run with said parcel of land, and are refundable only to the owner of record of said parcel or his/her designee.

**SECTION 5.02 - ANNEXATION CHARGES:** The owner(s) of lands within the areas proposed to be annexed to the Agency shall deposit with the Agency a sum to be fixed by fee as established by ordinance for the Agency. In cases where no fee has been established, a fee will be set by the General Manager prior to the commencement of proceedings by the Agency Board on the proposed annexation. The amount to be fixed by the General Manager shall be in a sum estimated to equal the engineering, legal, and publication costs; environmental review fees; filing fees of the Sonoma County Local Agency Formation Commission; recording fees; State Board of Equalization filing fees; and all other fees and charges which may be incurred by the Agency in preparing and examining maps, legal descriptions, and other documents in relation thereto; and other expenses regularly incurred in connection therewith. In the event the deposit exceeds the costs incurred by the Agency, the excess shall be refunded to the owner(s) following the conclusion of the annexation process. Should the amount of the deposit be insufficient, the owner(s) shall pay such additional sums necessary to cover said costs prior to final Agency action on the proposed annexation.

**SECTION 5.03 - CONNECTION FEES:** Payment of said connection fee shall be made prior to the issuance of a connection permit and shall be in addition to all other fees and charges required to be paid under Agency rules and regulations. Connection fees will be based on the number of Equivalent Single-Family Dwelling Units (ESDs) for residential users, commercial and industrial users, and other types of users. Actual connection fees for the Agency are set forth by separate ordinances that establish said fees.

**SECTION 5.04 - PARTIAL PAYMENT--SUBDIVISIONS:** Subdivisions involving a type of development such that the number of equivalent single family dwelling units to be connected cannot be accurately determined at the time of subdivision, shall make a partial prepayment of connection charges based on one (1) equivalent single family dwelling unit for each subdivision lot.

**SECTION 5.05 - ALTERATION OF USE:** The connection fees are established and applicable for the proposed use of the building at the time said permit is issued. In the event that modification of the building or said sewer facilities occur for which a connection fee was originally established, additional fees will be assessed for the added equivalent single family dwelling units as herein defined at the connection fee rate in effect at the time such alterations or additions are made.

**SECTION 5.06 - CREDIT FOR ADVANCED PAYMENTS:** Whenever the connection fees established, as set forth by separate ordinance, have been advanced or prepaid; or whenever any area or connection fees have been advanced or prepaid pursuant to regulations of the Agency which were previously in effect; persons obtaining permits for new connections shall be entitled to a credit against the connection fees. Such credit shall be applicable in those instances where the payments have been made to the Agency and where the actual connections to the sewer facilities of the Agency have not yet been made as of the effective date of the separate ordinances establishing the connection fees. The credit shall be computed on the same basis and rate as that used at the time of collection, but in no case shall the amount of such credit exceed the amount of connection fees required to be paid under ordinances establishing the connection fees.

**SECTION 5.07 - RENEWAL OR EXTENSION OF PERMIT:** Whenever a permit for sewer installation expires, an additional fee to cover processing fees shall be paid for the issuance of a new permit for said installation. The renewed permit shall conform with any new or revised requirements. In the event that an extension of time is granted to complete work under a Agency mainline extension permit, an additional fee shall be paid for the renewal or extension of said permit.

**SECTION 5.08 - DEVELOPMENT REVIEW SERVICE FEE:** A development review service fee shall be charged when applying for and obtaining a sewer lateral permit or a mainline extension permit as set forth by separate ordinance. This fee is for services rendered for reviewing and approving applicants plans and specifications and issuing permit(s) for sanitation works, and services for inspecting the construction of trunk and collector sewers, sewer laterals, manholes, and other facilities.

**SECTION 5.09 - OVERTIME SERVICES:** Requests for review or inspection services provided during non working hours by the Agency shall be made in writing at least two (2) working days prior to said work. The applicant shall pay an additional fee as set forth by separate ordinance.

## ARTICLE VI - SOURCE CONTROL PROGRAM

- SECTION 6.01 - OBJECTIVE
- SECTION 6.02 - WASTEWATER DISCHARGE
- SECTION 6.03 - GENERAL DISCHARGE PROHIBITION
- SECTION 6.04 - PROHIBITED EFFECTS
- SECTION 6.05 - PROHIBITED SUBSTANCES OR CHARACTERISTICS
- SECTION 6.06 - PROHIBITED DISCHARGE LOCATION
- SECTION 6.07 - NATIONAL CATEGORICAL PRETREATMENT STANDARDS
- SECTION 6.08 - MODIFICATION OF CATEGORICAL PRETREATMENT STANDARDS
- SECTION 6.09 - STATE AND FEDERAL REQUIREMENTS AND STANDARDS
- SECTION 6.10 - SPECIFIC POLLUTANT LIMITATIONS
- SECTION 6.11 - AGENCY'S RIGHT OF REVISION
- SECTION 6.12 - EXCESSIVE DISCHARGE
- SECTION 6.13 - PREVENTATIVE REQUIREMENTS - ACCIDENTAL SPILL OR SLUG DISCHARGE
- SECTION 6.14 - HAZARDOUS WASTE DISCHARGE
- SECTION 6.15 - RESPONSIBILITY OF USERS
- SECTION 6.16 - USER CLASSIFICATIONS
- SECTION 6.17 - SWIMMING POOLS AND SPAS
- SECTION 6.18 - ACCEPTANCE OF WASTEWATER FROM CLEANUP PROJECTS
- SECTION 6.19 - WASTEWATER DISCHARGE PERMIT APPLICATION
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- SECTION 6.23 - WASTEWATER DISCHARGE PERMIT DURATION
- SECTION 6.24 - WASTEWATER DISCHARGE PERMIT CONTRACT
- SECTION 6.25 - WASTEWATER DISCHARGE PERMIT MODIFICATIONS
- SECTION 6.26 - WASTEWATER DISCHARGE PERMIT AND CONTRACT TRANSFER
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- SECTION 6.28 - REPORTING REQUIREMENTS - NOTIFICATION OF SLUG LOAD OR ACCIDENTAL SPILL
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- SECTION 6.30 - NOTIFICATION REQUIREMENTS - BASELINE REPORT
- SECTION 6.31 - NOTIFICATION REQUIREMENTS - COMPLIANCE REPORT
- SECTION 6.32 - PERIODIC COMPLIANCE REPORTS
- SECTION 6.33 - MONITORING REQUIREMENTS
- SECTION 6.34 - SAMPLING PROCEDURES
- SECTION 6.35 - ANALYTICAL PROCEDURES
- SECTION 6.36 - SAMPLING RECORDS
- SECTION 6.37 - MONITORING/SAMPLING FACILITIES
- SECTION 6.38 - SIGNATORY REQUIREMENTS
- SECTION 6.39 - RIGHT OF ENTRY
- SECTION 6.40 - PRETREATMENT FACILITIES
- SECTION 6.41 - PUBLICATION OF USERS IN SIGNIFICANT NONCOMPLIANCE
- SECTION 6.42 - RECORDS RETENTION

## SECTION 6.43 - CONFIDENTIAL INFORMATION

**SECTION 6.01 - OBJECTIVE:** It is the objective of the Agency to regulate the quantity and quality of those discharges entering the Agency's sanitation system(s) which may adversely affect the collection, transmission, treatment, discharge, reuse, discharge requirements, or environmental conditions, and to provide adequate treatment of the wastewater to meet local, state and federal requirements.

The Agency's treatment plant(s) and disposal facilities are designed to treat and dispose of domestic wastes. The Agency reserves the right to refuse to accept any wastes which may be harmful to the treatment and disposal system(s).

**SECTION 6.02 - WASTEWATER DISCHARGE:** Wastewater may be discharged into public sewers for collection, treatment, and disposal, provided that such wastewater discharge is in compliance with this Ordinance, wastewater permit conditions and/or permit contract, provided that the user pays all applicable Agency sewer fees and charges including any penalties or charges assessed under this Ordinance.

**SECTION 6.03 - GENERAL DISCHARGE PROHIBITION:** No user shall contribute, or cause to be contributed, any pollutant or wastewater which will pass through or interfere with the operation or performance of the Agency's facilities. This prohibition includes any type of pollutant or wastewater as set forth in the prohibition sections of this Ordinance. These general prohibitions apply to all users of the Agency's facilities whether or not the user is subject to national pretreatment standards or any other national, State, or Agency pretreatment standards or requirements.

**SECTION 6.04 - PROHIBITED EFFECTS:** A user may not discharge, or cause to be discharged, wastewater into any Agency facility if it contains substances or has characteristics which, either alone or by interaction with other wastewater, cause or threaten to cause:

- A. Damage to Agency facilities.
- B. Interference or impairment of operation or maintenance of Agency facilities.
- C. Obstruction of flow in Agency facilities.
- D. Hazard to human life.
- E. Interference with treatment plant or disposal processes, including recycling or any reclamation processes.
- F. The treatment plant's effluent or any other product of the treatment plant such as residues, sludge, ash, or scum, to be unsuitable for reclamation and reuse. In no case shall substances discharged to the Agency facilities cause the plant to be in noncompliance with sludge use or disposal criteria, guidelines, or regulations.

- G. The Agency to violate its National Pollutant Discharge Elimination System (NPDES) permit or the receiving water quality standards.
- H. Flammable or explosive conditions.
- I. A noxious or malodorous condition, a public nuisance, a hazard to life, or conditions sufficient to prevent normal entry into the sewers or other Agency facilities for maintenance and repair.
- J. Objectionable coloration or other condition in the quality of the Agency's treatment plant influent which interferes with or passes through the treatment plant.
- K. Conditions which violate any statute, rule, regulation, or ordinance of any public agency, relating to releases of hazardous wastes, hazardous substances, or other pollutants to the environment when such release is to a publicly owned sanitary sewer.
- L. Any alteration or change of the Agency's NPDES permits or any additional regulatory supervision, intervention, or oversight of the Agency's operations.
- M. Any alteration of the Agency treatment plant processes.
- N. Any significant alteration of Agency operations including, but not limited to, affecting the ability of the Agency to procure adequate insurance and/or subjecting the Agency operations to significantly increased potential liability.

**SECTION 6.05 - PROHIBITED SUBSTANCES OR CHARACTERISTICS:** A user shall not discharge, or cause to be discharged, directly or indirectly to a Agency facility any of the following:

- A. Any liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or damage to Agency facilities, or to be injurious to human health and safety, or to the operation of Agency facilities. At no time shall a waste stream exceed a closed cup flash point of less than 140° Fahrenheit or 60° Centigrade using the test method specified in 40 CFR Part 261.21.
- B. At no time shall two (2) successive readings on a combustible gas meter, at the point of discharge into the system (or at any point in the system), be more than five percent (5%) nor any single reading over ten percent (10%) of the Lower Explosive Limit (LEL) of the meter. The meter shall be properly calibrated in accordance with the manufacturer's instructions using pentane as the calibration standard. The materials which may be prohibited if they cause explosive or fire dangers as defined herein include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, prechlorates, bromates, carbides, hydrides, sulfides, or any other substance which is a fire or explosion hazard.
- C. Any solid or viscous substance in amounts or concentrations which may cause or threaten to cause obstruction to the flow in a sewer or pass through of, or interference with, the operations of any Agency facilities such as, but not limited to, feathers, ashes, cinders, sand,

spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastic, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, petroleum oil, nonbiodegradable cutting or machine oils, products of mineral origin, mud, cement grout, glass, grinding or polishing wastes, grease, garbage with particles greater than one-half inch (½") in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, or wholeblood.

- D. Any wastewater having a pH less than 5.5 or greater than 10.0, or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, humans, or animals.
- E. Any wastewater containing hazardous pollutants in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to human or animal health or safety, create an adverse effect on the waters of the State, or to exceed the limitations set forth in a national pretreatment standard.
- F. Any wastewater having a temperature which will inhibit biological activity in the treatment plant or inhibit physical recovery of a pretreatment process resulting in interference or pass through, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed forty (40) degrees Centigrade (one hundred four (104) degrees Fahrenheit) or with a temperature at the point of discharge to the Agency's collection system which exceeds sixty-five (65) degrees Centigrade (one hundred fifty (150) degrees Fahrenheit).
- G. Any pollutants, including oxygen-demanding pollutants (BOD, COD, etc.), released at a flow rate and/or pollutant concentration which alone, or in combination with others, may cause interference or pass through. Regardless of whether a slug load causes or will cause interference or pass through, in no case shall a slug load have a flow rate or contain concentrations or quantities of pollutants that exceed for any time period longer than fifteen (15) minutes, more than five (5) times the average twenty-four (24) hour concentration, quantities, or flow during normal operation.
- H. Any discharge which results in toxic gases, vapors, or fumes in a quantity that may cause acute worker health and safety problems within any Agency facility.
- I. Any noxious or malodorous liquids, gases, or solids.
- J. Any wastewater containing any radioactive wastes or isotopes exceeding any limits set forth in CAC, Title 17, Section 30100 et seq.
- K. Any storm water, groundwater, rain water, street drainage, subsurface drainage, yard drainage, diatomaceous earth filter backwash, or swimming pool drainage. The Agency may require a specific permit, and may approve such discharge only when no reasonable alternative is available or such water is determined to constitute a pollution hazard if not discharged to the sewer.



- L. Any unpolluted water including, but not limited to, cooling water, process water, or blow-down from cooling towers or evaporative coolers, or any other unpolluted water. The Agency may require a permit, and may approve the discharge of such water only when no reasonable alternative method of disposal is available or such alternative, in the determination of the Agency, is unacceptable.
- M. Any septic tank waste, holding tank waste, portable toilet waste, unless a permit is issued by the Agency and unless such sludge or waste is transported to the Agency by a permitted waste hauler in accordance with the regulations set forth in Article 9 of this Ordinance. Grease waste of animal, vegetable or petroleum origin, and oil and sand interceptor or trap waste is prohibited to be hauled in or discharged to any Agency facility.
- N. Any waste defined as hazardous, by any definition set forth in Federal and/or State statutes or regulations, unless such waste has been delisted or decertified by the appropriate Federal or State agency, and/or a variance has been granted by the appropriate Federal or State agency, including provisions for discharge to a Agency facility, and said variance provisions are approved by the Agency.
- O. Any substance, waste, wastewater, or constituent thereof as may be specifically prohibited or prohibited by concentration levels as may be set forth in local limits adopted by resolution of the Agency Board and a copy of said standards having been placed on file at the Agency office.
- P. Any substance, waste, wastewater, or constituent thereof which may by itself, or in combination with other discharges, cause the Agency to violate any permit conditions related to toxicity of the effluent, or otherwise cause or contribute to the potential for toxic substances being released from Agency facilities into the environment in toxic amounts.

**SECTION 6.06 - PROHIBITED DISCHARGE LOCATION:** No user shall discharge any wastewater directly into a manhole, cleanout, or other opening in the Agency sewage system other than through sewer laterals or other sewer connections approved by the Agency, unless a permit has been obtained for such discharge. Manholes, cleanouts, and other openings shall be properly covered with a water-tight lid and maintained to prevent the intentional and unintentional discharge of stormwater or other wastewater into the wastewater collection system through such openings. A permit will only be issued if such direct discharge is in compliance with provisions of this Ordinance and, in the opinion of the Agency, no other alternative is reasonably available.

**SECTION 6.07 - NATIONAL CATEGORICAL PRETREATMENT STANDARDS:** Where required, the National Categorical Pretreatment Standards, as set forth in 40 CFR Chapter 1, Subchapter N, Parts 405-471, are hereby incorporated by this reference into this Ordinance. The General Manager shall notify all affected users of the applicable reporting requirements under Sections 6.28 and 6.29 of this Ordinance. However, if any technically-based local discharge limits imposed under this or other separate ordinances are more stringent than the National Categorical Pretreatment Standards, the more stringent standards shall apply.

**SECTION 6.08 - MODIFICATION OF CATEGORICAL PRETREATMENT STANDARDS:** Where the Agency's wastewater treatment system achieves consistent removal of pollutants

limited by Federal Categorical Pretreatment Standards, the Agency may apply to the Regional Water Quality Control Board(s) for modification of specific limits in the Federal Categorical Pretreatment Standards. "Consistent removal" shall mean reduction in the amount of a pollutant or alteration of the nature of the pollutant by the wastewater treatment system to a less toxic or harmless state in the effluent which is achieved by the system ninety-five (95) percent of the samples taken when measured according to the procedures set forth in Section 403.7(c)(2) of Title 40 of the CFR, Part 403, General Pretreatment Regulations for Existing and New Sources of Pollution, promulgated pursuant to the Clean Water Act. The Agency may then modify pollutant discharge limits in the Federal Pretreatment Standards if the requirements contained in 40 CFR, Part 403, Section 403.7, are fulfilled and prior approval from the Regional Water Quality Control Board is obtained.

**SECTION 6.09 - STATE AND FEDERAL REQUIREMENTS AND STANDARDS:** In the event that either state or federal requirements and standards for discharges to Agency facilities are more stringent than the limitations, requirements, and standards set forth in this Ordinance, the most stringent standard or requirement shall apply.

**SECTION 6.10 - SPECIFIC POLLUTANT LIMITATIONS:** No user shall discharge wastewater which exhibits any characteristic specifically prohibited by an action of the Agency Board, or any wastewater containing constituents in excess of any specific constituent level limitations as may be set by the Agency Board, to a Agency facility. In addition to those pollutant limitations contained in this Ordinance, specific pollutant limitations regarding waste characteristics and/or constituent limits may be adopted by resolution. Any violation of a specific pollutant limitation as may be set forth herein or in a Agency resolution shall subject the user to the same administrative actions, penalties, and/or enforcement actions as would be available for any other violation of this Ordinance. The term "ordinance" as used elsewhere within this Ordinance, shall be read to include the specific pollutant limitations as may be set forth by separate resolution.

**SECTION 6.11 - AGENCY'S RIGHT OF REVISION:** The Agency reserves the right to establish by ordinance or resolution more stringent limitations or requirements on discharges to the wastewater disposal system if deemed necessary to comply with the objectives presented in this Ordinance.

**SECTION 6.12 - EXCESSIVE DISCHARGE (DILUTION):** No user shall ever increase the use of process water or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the national pretreatment standards, or in any other pollutant-specific limitation developed by the Agency or State. An increase in the use of process water which is reasonably proportional to increased production and which is required for said increase in production, will not be considered an excessive discharge hereunder.

**SECTION 6.13 - PREVENTATIVE REQUIREMENTS - ACCIDENTAL SPILL OR SLUG DISCHARGE:**

- A. All users shall be prohibited from allowing accidental spills or slug discharges, as elsewhere defined herein, from entering the Agency's sewerage system.

- B. Each user shall provide protection, as described in the User's permit, from accidental spills or slug discharges of restricted materials or other substances regulated by this Ordinance. No user shall be permitted to introduce pollutants into the system until accidental spills or slug discharge control plans and procedures have been evaluated by the Agency. The ability to prevent accidental spills or slug discharges of restricted materials, as well as providing additional storage capacity to contain the entire contents of such spill or discharge, shall be provided and maintained at the user's own expense.
- C. Certain users will be required to prepare Slug Discharge Prevention and Contingency Plans (SDPC) or accidental spill plans containing at a minimum the following information:
1. A description of the discharge practices including non-routine batch discharges.
  2. A description of stored chemicals and secondary containment measures to eliminate discharges to the sanitary sewer system.
  3. The procedures for promptly notifying the Agency of accidental spills or slug discharges, including any discharge that would violate a specific discharge prohibition with procedures for follow-up written notification within five (5) days.
  4. If required by the Agency, procedures to prevent adverse impact from accidental spills including maintenance and inspection of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site run-off, worker training, building or containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures or equipment for emergency response.
  5. If required by the Agency, follow-up practices to limit the damage suffered by the treatment plant or the environment.
  6. Names and titles of employees responsible for overseeing and implementing said plans.
  7. Written training procedures for employees who will participate in SDPC plans.

These plans shall be submitted to the Agency for review and approval. All users required to have SDPC and/or spill plans shall submit such a plan within three (3) months and complete implementation within six (6) months of notice regarding the requirements of such plan. Review and approval of such plans and operating procedures shall not relieve the user from the responsibility to modify the user's facility as necessary to meet the requirements of this Ordinance.

- D. In the case of a slug discharge, it is the responsibility of the user to **immediately** notify the Agency after the incident. The notification shall include location of the discharge, type of waste, concentration and volume, and corrective action. The user shall also provide the Agency with a detailed, written report of this incident within five (5) days.
- E. A notice shall be permanently posted in a conspicuous location on the user's premises advising the employees whom to call in the event of a slug discharge or accidental spill. The

user shall ensure that all employees who may cause or allow such discharges to occur are advised of the emergency notification procedures.

- F. Each user who violates any of the requirements of the slug discharge and/or accidental spill program, or allows a slug discharge or spill to enter the sanitary sewer system to occur, shall be subject to the enforcement provisions of this Ordinance.
- G. The employer shall post the Slug Discharge Prevention and Contingency Plan in a readily available location at the work site, such as near sinks or other points of discharge.

**SECTION 6.14 - HAZARDOUS WASTE DISCHARGE:** All industrial users shall notify the Agency, the EPA Regional Waste Management Division Director, and State hazardous waste authorities in writing of any discharge to the Agency's sanitary sewer of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261 or as otherwise defined by State statute or regulation.

Such notification must include the name of the hazardous waste, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the industrial user discharges more than 100 kilograms of such waste per calendar month to the Agency's facilities, the notification shall also contain the following information, if known: (1) an identification of the hazardous waste constituents contained in the waste; (2) an estimation of the mass and concentration of such constituents in the waste stream discharged during that calendar month; and (3) an estimation of the mass constituents in the waste stream expected to be discharged during the following twelve (12) months.

In the case of any notification made under this Section, the industrial user shall certify that it has a program in place to reduce the volume of toxicity of hazardous waste generated to the degree it has determined to be economically practical.

Nothing contained in this Section of the Ordinance is intended to modify the prohibitions set forth in Section 6.05 (N).

**SECTION 6.15 - RESPONSIBILITY OF USERS:** It shall be the responsibility of the user and/or discharger to comply with all of the provisions of this Ordinance. The omission to act by the Agency and/or the failure of the Agency to take cognizance of the nature of the operation of the user and/or the properties of the user's wastewater shall not relieve the user of responsibility to comply with the conditions of this Ordinance including, but not limited to, such requirements regarding permitting, pretreatment, monitoring, and reporting. It shall be the responsibility of the user to make determinations as to the nature of its operation and wastewater flow and to take such actions as may be required under this Ordinance prior to any discharge of wastewater, whether or not the user has been informed by the Agency of the requirements which may apply to the user regarding its discharge.

All New Source, New Industrial User, New User, or users proposing to change the use of a commercial facility, shall complete a Survey for Commercial/Industrial Wastewater Discharge Requirements. Upon review of the Survey, the Agency may require the industrial user to apply for an Industrial Wastewater Discharge Permit, install pretreatment equipment (monitoring

manholes, grease interceptors, etc.), and/or additional plumbing such as, separate process waste and sanitary waste lines. Industrial users currently connected or contributing to the Agency's sanitary sewer system, or who propose to connect or contribute to the Agency's sanitary sewer system, must obtain a wastewater discharge permit. The Agency may waive the wastewater discharge permit requirement for industrial users contributing only domestic wastewaters (wastewaters from restrooms, drinking fountains, showers, or air conditioners used for human comfort), or industrial users that are determined by the Agency to have an insignificant impact on the Agency's facilities. This waiver shall not relieve an industrial user of the responsibility to comply with the conditions of this Ordinance. All existing industrial users connected to or contributing to the Agency's sanitary sewer system and having a current wastewater discharge permit shall be required to obtain a new permit or permit contract upon the expiration of their existing permit.

In order that employees of users be informed of Agency requirements, users shall make available to their employees copies of this Ordinance, together with such other wastewater information and notices which may be furnished by the Agency from time to time directed toward more effective water pollution control.

**SECTION 6.16 - USER CLASSIFICATIONS (CATEGORIES):** The Agency will classify all users in accordance with the principal activity conducted on the premises where the discharge occurs. The purpose of the classification is to facilitate regulation of discharges to Agency facilities on the basis of each user's waste quality, quantity, flow, and Agency involvement. The determination by the Agency regarding the designation of industrial users into categories may be based on the unusual character of the wastewater due to its volume, strength, composition or its derivation from a hazardous waste or substance; or the potential variability in the character of the wastewater; or on the potential for increased administrative cost to the Agency due to the unusual character of the waste. The classification shall further provide a means of imposing an appropriate level of oversight, control, and enforcement according to the source of the discharge. The classification system will also allow equitable recovery of Agency operating and capital costs for the program.

Industrial users may be subject to wastewater discharge permit requirements depending on the volume, characteristics, and origin of their wastewater discharge. Industrial users may be required to supply such information and data concerning their processes, including discharge samples, as may be necessary for the Agency to determine how a user should be designated. Industrial users must, if requested, provide such other information regarding the nature of the entity, its operations, storage and use of chemicals, and storage and use of hazardous substances, as may be reasonably necessary to make such determination as to the classification of said user. The Agency may also require information relating to potential for accidental discharges of hazardous or prohibited substances to a Agency facility. Such inquiries may include information regarding the current disposal procedures of the user with regard to chemicals and/or substances which are not in the ordinary course of the user's operations discharge to a Agency facility. As set forth in the Definition Section of this Ordinance, there are two (2) major categories of user: to wit, domestic users and industrial users. Industrial users subcategories are as follows:

1. Significant Industrial User

- A. Class A Categorical User: A Categorical User includes all industrial users subject to Categorical Pretreatment Standards under 40 CFR 403.6 and any industry as defined in 40 CFR Chapter I, Subchapter N, 405-471. These industrial operations have wastewater discharges which contain materials that, if untreated, can pose significant risks to personnel, collection systems, and treatment plant processes. These users shall pretreat process wastestreams to meet specific toxic pollutant limits set by the EPA prior to discharge to the Agency's sewer systems.
- B. Class B Industrial User: Any non-domestic user of the Agency's wastewater disposal system who (1) has a discharge flow of twenty-five thousand (25,000) gallons or more per average work day, or (2) contributes process wastewater which makes up 5% or more of the Agency's treatment plant's average dry weather hydraulic or organic capacity; or (3) has in its wastes hazardous pollutants, or (4) has in its untreated wastewater pollutants which are in excess of any pretreatment standard or requirement, including any standard identified in this Ordinance or local limits set by resolution of the Agency's Board, or (5) may, in the opinion of the Agency, have a reasonable potential for adversely impacting, either singularly or in combination with other contributing industries, the Agency's treatment plant or the ability of the Agency to meet the objectives of this Ordinance or for violating any pretreatment standard or requirement.

This classification includes Zero Discharge Users which would be classified as Categorical Users if they discharged their process wastewater to the sanitary sewer, but which have elected to off-haul and/or recycle all process discharges. Zero Discharge Users shall have no discharge to the sanitary sewer other than domestic wastewater.

- C. Class C Industrial User: Any non-domestic user which may, in the opinion of the Agency, have an impact on the Agency's ability to meet the objectives of this Ordinance. This impact may be of a lesser degree than for a Class B Industrial User due to the volume, characteristics, or the nature of the process producing the waste. Any non-domestic user which generates hazardous waste, whether or not said waste is, in the normal course of the industrial process, discharged into the sanitary sewer system, may be considered a Class C Industrial User. This classification applies to, but is not limited to, those industrial users who are not designated as Class A or Class B users and who are required to have a County Hazardous Waste Facility License. This Class C Industrial User category shall also include industrial users who store or use hazardous materials, whether or not a hazardous waste is produced in the industrial or commercial process if, in the determination of the Agency, a potential exists for these wastes to be discharged into the Agency's facilities. This classification also applies to those industrial users not designated as Class A or Class B Industrial Users which are required by statute or County regulations to have a Hazardous Materials Response Plan and Inventory. A Class C Industrial User shall also include all varieties of non-domestic users for which the General Pretreatment Regulations promulgated by the EPA under a 40 CFR 403.8(f)(2)(iii) may require the Agency to provide an Industrial User (IU) Notification regarding the applicability of RCRA requirements.

Class C Industrial Users may be individually designated by the Agency based on the criteria set forth above or on categorization of the User as a member of a particular business category. Examples of business categories which may be included in the Class C Industrial User designation are: analytical and clinical laboratories, dry cleaners and laundries, vehicle maintenance and repair facilities, printing and allied industries, photo processors and pesticide formulators and applicators.

This classification may also include the Zero Discharge User which, in the opinion of the Agency, meets the definition of an SIU-Class B User but has no process discharge to the sanitary sewer. Industrial Users in this classification require less oversight by the Agency than SIU-Class B Users.

All SIUs should be inspected at least annually by the Agency's Industrial Waste Inspector. Monitoring and sampling requirements for SIUs shall be as set forth in Article 6.

2. Commercial User: Any non-residential user which is not included within the definitions and parameters of an SIU shall be considered a Commercial User. Users in this classification generate no process wastewater and discharge only domestic wastewater to the sanitary sewer system.
3. Special Discharge/Groundwater Remediation User: Users in this classification discharge wastewater to the sanitary sewer system generated by the following: operations associated with remediation of soil and/or groundwater contaminated by leaking underground storage tanks; construction site dewatering; or other industrial operations in which there is no other acceptable or reasonable alternative for disposal. If pretreatment of the wastewater by the IU is required in order to bring the discharge into compliance with the Agency's specific pollutant limitations, such pretreatment will be specified in the (temporary) permit issued by the Agency pursuant to Section 6.18.
4. Waste Haulers: Users in this classification shall apply for and receive a Waste Hauler Discharge Permit pursuant to Article IX of the Sanitation Code prior to discharging any wastewater to the Agency's facilities. Wastewater discharged to the Agency's facilities by permitted Waste Haulers is limited to the following: domestic septage; and special batch loads of wastewater that have been sampled and analyzed in accordance with the Agency's requirements and have been approved by the Agency's Environmental Compliance Inspector or Water Agency Coordinator- Environmental Services.

All users are subject to the prohibitions set forth in this Ordinance, with such Federal and State statutes and regulations as may apply, and the specific pollutant limitations as may be promulgated by the Agency Board either by ordinance or resolution.

Domestic users under normal circumstances will not be required to apply for or receive a wastewater discharge permit as defined in this Ordinance, providing that said domestic user discharges only that wastewater which is consistent with the definition of domestic wastewater set forth herein.

**SECTION 6.17 - SWIMMING POOLS AND SPAS:** It shall be unlawful for any person to discharge the contents of a swimming pool or a spa into a sanitary sewer except in the manner specified herein. The size of pipe carrying discharge water shall not be larger than one inch and shall not be under a head to exceed twenty (20) feet. If the water is discharged by pumping, the rate of flow shall not exceed one hundred (100) gallons per minute. Each swimming pool or spa discharging to a sanitary sewer shall be equipped with an approved separator to capture filtering agents and an approved air gap to preclude any possibility of a backflow of sewage into the swimming pool or spa piping system. Connections shall only be allowed per Section 6.05(k).

**SECTION 6.18 - ACCEPTANCE OF WASTEWATER FROM REMEDIATION PROJECTS:** Wastewater generated from the cleanup of spills, leaking underground storage tanks, contaminated soil or groundwater, monitoring wells, or other similar sources shall not be discharged through direct or indirect connection to the Agency's sewer system unless a temporary or wastewater discharge permit as defined in Section 6.16, User Classifications, is issued by the Agency. The Agency will approve the discharge of such wastewater and issue such a permit only when, in its judgment, no reasonable alternative method of disposal is available and Agency's facilities will not be significantly affected.

Whenever the discharge of such wastewater is proposed, the applicant shall submit an analysis of the nature of the proposed discharge and alternative methods of disposal available, together with justification indicating that there is no reasonable alternative to discharge to the sewer system. Such analysis shall deal with environmental and liability factors, as well as financial impacts.

The applicant's analysis of alternative methods of disposal, and the above-described comprehensive report (if required), shall be submitted to the Agency's Environmental Services Inspector or Water Agency Coordinator - Environmental Services for a decision on whether or not a temporary discharge permit will be issued.

If a temporary discharge permit is granted for the discharge of such wastewater, the user shall pay such fees and charges and meet such special conditions and requirements as determined by the Agency to specifically apply for that particular discharge. Such temporary discharge permit shall be classified into one of the categories as defined in Section 6.16.

**SECTION 6.19 - WASTEWATER DISCHARGE PERMIT APPLICATION:** Users required, or who may be required, to obtain a wastewater discharge permit shall complete and file with the Agency an application in the form prescribed by the Agency. A new industrial permit fee may be assessed at the time of the application. Existing users (except those with current permits) shall apply for a wastewater discharge permit within one-hundred eighty (180) days following the effective date of this Ordinance, and new users shall apply at least thirty (30) days prior to connecting to or contributing to the Agency's facilities. In support of the application, the user may be required to submit, in units and terms appropriate for evaluation, some or all of the following information but will in all cases be required to submit items Q and R.

- A. Name and address of the operator or owner, and location of the facility for which the permit application is being made.



- B. SIC number(s) according to the Standard Industrial Classification Manual, Bureau of the Budget, 1972, as amended, for all operations conducted at the facility.
- C. A list of all environmental control permits and hazardous substance release response (spill) plans that are held by or for the facility.
- D. Time(s) and duration of all process discharges. Include the quantity, rate, and times of occurrence of any batch discharges.
- E. Daily maximum, daily average, and monthly average wastewater flow rates, including daily, monthly, and seasonal variations, if any. Flow rates shall be provided for each regulated process stream.
- F. Site plans, floor plans, mechanical plans, and plumbing plans, and details to show all sewers, sewer connections, and appurtenances by the size, location, and elevation.
- G. Description of activities, facilities, and plant processes on the premises including all materials which are, or could be, discharged, provided such chemicals are present in quantities sufficient to cause harm to the operations of the Agency or to the environment if released. Description of materials, including brand names and their physical or chemical properties. Description of any and all existing or proposed wastewater pretreatment facilities. Construction drawings and design criteria shall also be submitted.
- H. A schematic flow diagram of each major process activity described in Part G.
- I. The nature and concentration of any pollutants in the discharge which are limited by a Agency or State pretreatment standard or requirement or by a national pretreatment standard, or which are otherwise requested by the Agency. Pollutant data shall be provided for each regulated process stream. In the case of an existing user, a statement regarding whether or not the pretreatment standards and requirements are being met on a consistent basis and if not, whether additional operation and maintenance and/or additional pretreatment is required for the user to meet applicable pretreatment standards and requirements.
- J. The nature and concentration of any pollutants in the discharge which are limited by State or Federal standards concerning the release or discharge of any hazardous substance or waste.
- K. If additional pretreatment housekeeping, process changes, and/or operations will be required to meet the pretreatment standards and requirements. The user shall develop the shortest schedule by which the user will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established by EPA, the State, or the Agency for the applicable standard.

The following conditions shall apply to this schedule:

1. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.).
  2. Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the General Manager including, as a minimum, whether or not the user complied with the increment of progress to be met on such date and, if not, the date on which the user expects to comply with the increment of progress, the reason for delay, and the steps being taken by the user to return the construction to the schedule established.
- L. Each product produced by type, amount, process or processes, and rate of production for the present calendar year.
- M. Type and amount of raw materials processed (average and maximum per day), provided such raw materials are present in quantities sufficient to cause harm to the operations of the Agency or to the environment if released.
- N. Number, type, and volume/amount of hazardous substances stored on the premises and a description of the variety of the method of storage and/or the containment device for such substances, provided such substances are presenting quantities sufficient to cause harm to the operations of the Agency or to the environment if released.
- O. A description of the spill protection and emergency response procedures used or proposed to be used at the facility.
- P. Number and classification of employees, hours of operation of plant, and proposed or actual hours of operation of pretreatment system.
- Q. A signed statement of the authorized representative of the industrial user applicant that the information presented in the permit application is true and accurate to the best of the authorized representative's knowledge, and that the applicant is, or upon connection will be, in compliance with applicable pretreatment standards and requirements on a consistent basis and if not, whether additional operation and maintenance (O & M) and/or additional pretreatment is required for the applicant to meet such standards and requirements.
- R. A signed certification of a qualified professional that the applicant is or upon connection will be in compliance with applicable pretreatment standards and requirements on a consistent basis and if not, whether additional O & M and/or pretreatment is required for the applicant to meet such standards and/or requirements.
- S. Any other information as may be deemed by the Agency to be necessary to evaluate the permit application.

**SECTION 6.20 - WASTEWATER PERMIT APPLICATION EVALUATION:** All new industrial users shall arrange for a Agency representative to conduct a walk-through site inspection of the user's facilities during the one hundred eighty (180) day period prior to connecting or contributing waste or wastewater to the Agency's facilities. New industrial users shall submit to the Agency, within one-hundred eighty (180) days after commencement of discharge to the Agency's facilities, an analysis of said discharge delineating wastewater constituents and characteristics including, but not limited to, those mentioned in Section 6.05 of this Ordinance.

**SECTION 6.21 - PERMIT TO DISCHARGE REQUIRED:** Any significant industrial user proposing to begin or recommence discharging industrial wastewater into the Agency facility must obtain a wastewater discharge permit prior to discharging. A wastewater discharge permit application must be filed with the Agency at least forty-five (45) days prior to the date upon which any discharge will begin.

**SECTION 6.22 - WASTEWATER DISCHARGE PERMIT CONDITIONS:** Permits may contain provisions, requirements, and standards appropriate to carry out the objectives of this Ordinance, including but not limited to, the following:

- A. The unit charge or schedule of user charges and fees for the wastewater to be discharged to the Agency's facilities.
- B. Limits on the average and maximum wastewater constituents and characteristics. These limits may be based on pollutant concentration and/or mass and may include prohibitions on discharge of said pollutants.
- C. Limits on average and maximum rate and time of discharge or requirements for flow regulation and/or equalization.
- D. Requirements for installation and maintenance of sampling and flow metering facilities.
- E. Requirements for monitoring programs which may include flow metering, sampling locations, methods of sampling, frequency of sampling, number, types, and standards for tests and reporting schedule.
- F. Compliance schedules.
- G. Requirements for submission of technical reports or periodic compliance reports.
- H. Requirements for maintaining and retaining plant records relating to wastewater discharge, hazardous waste manifests, maintenance and cleaning logs, MSDS, chemical inventories, and any others as specified by the Agency.
- I. Requirements for notification of the Agency of any new introduction of pollutants, or any change in plant processes, or in the volume or character of the wastewater constituents being introduced into Agency facilities.

- J. Requirements for notification of slug or accidental discharges, including discharge limit violations, or upset of the pretreatment facility.
- K. Requirements for providing the Agency with design and construction plans and specifications of the wastewater pretreatment facility, whether proposed or in existence.
- L. Requirements for providing the Agency with plans and specifications of the discharger's industrial or commercial operation and/or processes, including such other information as the Agency may reasonably request that pertains to the industrial user's operation.
- M. Requirements for notification of any planned alteration of the proposed or existing wastewater pretreatment system.
- N. Requirements for the notification of the Agency of planned alterations of the operations processes of the industrial user which could result in an alteration of the users process discharge or the potential for an accidental spill or slug discharge.
- O. Requirements prohibiting bypass of the wastewater pretreatment facility, unless bypass is essential for maintenance, or unavoidable to prevent loss of life, injury, or severe property damage.
- P. Requirement that the discharger notify the Agency prior to any proposed bypass other than due to accident or emergency.
- Q. Requirements to have emergency spill plans on file with the Agency.
- R. Requirements to certify that the industrial user has not discharged hazardous substances without a permit through a Agency facility, which substances have been stored or used in the user's process and which the user contends will not, in the ordinary course of the user's operation, enter the sewer system.
- S. Requirements for re-sampling following a discharge violation, the submittal of reports explaining the cause of the violation, and the steps that have been or will be taken to prevent a reoccurrence of the violation.
- T. Requirements for providing access to Agency personnel at all reasonable times to conduct sampling and/or inspection of any and all processes which can contribute to the waste stream, including the actual wastewater discharge.
- U. Requirements for providing the Agency with operation and maintenance records and cleaning logs for the wastewater pretreatment facility, including periodic updates, as appropriate.
- V. The prohibition of dilution as partial or complete substitute for adequate pre-treatment to achieve compliance with permit conditions.
- W. Signatory requirements specifying the responsible corporate officer for the industrial user.

- X. Other conditions as deemed appropriate by the Agency to ensure compliance with this Ordinance and any other agency having jurisdiction including, but not limited to, Environmental Health, Regional Water Quality Control Board, Air Quality, Water Resources Control Board, or Fire Department.
- Y. Technical provisions or requirements related to the wastewater pretreatment facility which, in the opinion of the Agency, may be necessary to insure the adequacy and reliability of the wastewater pretreatment system. These technical conditions may include conditions requiring continuous monitoring, training personnel, alarm systems, automated shutoff, flow through monitoring, and/or provisions for discharges in batch amounts only subsequent to sample testing.

**SECTION 6.23 - WASTEWATER DISCHARGE PERMIT DURATION:** Permits shall be issued for a specified time period, not to exceed three (3) years. A permit may be issued for a period less than a year or may be stated to expire on a specific date. The user shall apply for permit reissuance a minimum of ninety (90) days prior to the expiration of the user's existing permit. The terms and conditions of the permit may be subject to modification by the Agency during the term of the permit as limitations or requirements as identified in Section 6.2 are modified or other just cause exists. The user shall be informed of any proposed changes in his permit at least thirty (30) days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

**SECTION 6.24 - WASTEWATER DISCHARGE PERMIT CONTRACT:** The Agency shall require certain Industrial Users as determined by the Agency to enter into a wastewater discharge permit contract for connecting to or contributing wastewater to Agency facilities. The wastewater discharge permit contract shall incorporate the provisions of this Ordinance by reference including all requirements and standards as may be set forth herein or promulgated by the Agency Board by resolution. The wastewater discharge permit contract may contain all of the permit provisions set forth in Section 6.22. In addition, the permit contract may contain additional provisions including, but not limited to, the following:

- A. Provisions for liquidated damages for discharges in violation of the discharge prohibitions and limitations of this Ordinance and/or of such special prohibitions or limitations as may be set forth in the permit contract. These liquidated damages provisions may be proposed without regard to proof of pass through, damage to the environment, or interference with Agency facilities or operations and may be assessed on a strict liability basis for violation of the noted provisions.
- B. Requirements for providing proof of insurance, indemnification of the Agency, and bonding in order to adequately protect the Agency, in its judgment, from the potential of the increased exposure to liability due to the user's discharge.
- C. Provisions for termination of the permit contract and wastewater sewer service for violation of this Ordinance or other wastewater permit contract conditions.

D. Any and all other conditions as may be deemed appropriate by the Agency to ensure compliance with all provisions of this Ordinance and the objectives set forth herein.

**SECTION 6.25 - WASTEWATER DISCHARGE PERMIT MODIFICATIONS:** Upon renewal or when a new National Categorical Pretreatment Standard or any other applicable regulation is promulgated, the wastewater discharge permit or permit contract of users subject to such standard shall be revised to require compliance with such standard within the time for compliance prescribed by such standard or within ninety (90) days, whichever is shorter. However, when the time for compliance prescribed by such standard is longer than ninety (90) days, the users subject to such standard may apply to the General Manager or his designee for an extended time for compliance in a wastewater discharge permit or permit contract. The General Manager or his designee may grant such an extension up to the time for compliance set forth in the National Categorical Pretreatment Standards. Where a user, subject to a National Pretreatment Standard, has not previously submitted an application for a wastewater discharge permit as required by Section 6.19 and/or 6.21 of this Ordinance, the user shall apply for a wastewater discharge permit within one hundred eighty (180) days after the promulgation of the applicable National Pretreatment Standard. In addition, the user with an existing wastewater discharge permit or permit contract shall submit to the General Manager, within one hundred eighty (180) days after the promulgation of an applicable Federal Pretreatment Standard, the information required by Section 6.19.

In the event the Agency determines that it is necessary, in order to comply with the objectives of the Ordinance, to impose more stringent limitations or requirements on discharges to the wastewater disposal system than are set forth in an existing permit (for reasons other than issuance of a new National Pretreatment Standard), the Agency shall have the right to require such reasonable modifications of an existing permit to incorporate more stringent limitations or requirements. In the event such permit modification is required, the user shall be provided with reasonable time to make such modifications to its processes or procedures as may be required to meet the more stringent limitations and requirements. After consultations with the user, a Compliance Schedule Agreement shall be issued which would set forth a reasonable schedule for the user to comply with the more stringent standards. If the permit modification will require construction or acquisition of equipment related to pretreatment, the Compliance Schedule Agreement will provide for up to one hundred eighty (180) days to comply; however, this period may be extended for a period not to exceed an additional one hundred eighty (180) days upon determination by the General Manager that good cause exists for an additional period. To the extent that the user remains in compliance with the permit conditions in effect prior to amendment during the compliance period, the user shall not be liable pursuant to the terms of this Ordinance for noncompliance with the more stringent standards or requirements during the period of the Compliance Schedule Agreement provided that the user is also complying with the terms of said Compliance Schedule Agreement.

**SECTION 6.26 - WASTEWATER DISCHARGE PERMIT AND CONTRACT TRANSFER:** Wastewater discharge permits and wastewater discharge permit contracts are issued to a specific user for a specific operation. A wastewater discharge permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation. However, nothing in this Section shall be construed to prevent the application of the terms and

conditions of this Ordinance, including enforcement penalties, from applying to a succeeding owner, successor in interest, or other assigns of an existing contract of permit holder.

**SECTION 6.27 - WASTEWATER DISCHARGE PERMIT FEES:** It is the purpose of this Section to provide for the establishment of a method to recover costs from users of the Agency's wastewater facilities for the implementation of the program established herein. Any additional administrative costs to be considered may include increased potential for the administrative oversight by Federal, State, and local agencies as well as the potential for increased liability exposure and associated legal costs. By separate ordinance, the Board shall establish fees for implementing this program. Types of fees to be established for Wastewater Discharge Permits or Waste Hauler Permits are defined below:

- A. Application Fee: An Application Fee will be established to recover the Agency's estimated cost in reviewing the application for a Wastewater Discharge Permit. The Application Fee, upon being established by separate ordinance shall be paid to the Agency upon submission of the permit application. Should the permit be denied, the Application Fee will not be refunded.
- B. Renewal Application Fee: The Renewal Application Fee is established to recover the Agency's estimated cost in reviewing the renewal application for a Wastewater Discharge Permit. The Renewal Application Fee, upon being established by separate ordinance, shall be paid to the Agency upon submission of the permit application. Should the permit renewal be denied, the Renewal Application Fee will not be refunded.
- C. Permit Issuance Fee: The Permit Issuance Fee is established to recover the Agency's estimated cost for processing each class of permit, including establishing the permit requirements, Agency compliance reporting to the State and EPA, and minor permit modification during the life of the permit. The Permit Issuance Fee, upon being established by separate ordinance, shall be paid each time the permit is issued and when the permit is reissued. The Permit Issuance Fee shall be paid to the Agency prior to issuance or re-issuance.
- D. Permit Monitoring and Inspection Fee: The Permit Monitoring and Inspection Fee, upon being established by separate ordinance, will recover the Agency's costs based on an estimate of the costs of routine monitoring for compliance and periodic inspection of the permittee's processes during the life of the permit. The Permit Monitoring and Inspection Fee will vary from permit to permit and will depend on the frequency of the monitoring and cost of the necessary laboratory tests to verify compliance with the permit conditions. This fee may be billed directly to the permittee in advance and is payable within fifteen (15) days from the date of invoice.
- E. Noncompliance Monitoring Fee: The Noncompliance Monitoring Fee, upon being established by separate ordinance, will consist of actual costs incurred by the Agency associated with any additional inspection, sampling, analysis, and reporting; together with direct labor, labor burden, and overhead of Agency personnel and all direct costs for work performed as a result of a permittee's noncompliance with permit conditions. The

Noncompliance Monitoring Fee will be billed directly to the permittee as costs are incurred and is payable within fifteen (15) days from the date of invoice.

- F. Surcharge Fee: In order to equitably distribute the costs of operating the POTW, a surcharge fee may be imposed. Such fees will recover abnormal costs associated with treatment of high strength conventional pollutants and high flows. A separate ordinance will establish rates and conditions of surcharge fees.

Permittees shall also pay all other applicable Agency fees and charges as provided elsewhere in this Ordinance, and sewer service charges in accordance with separate Agency regulations.

**SECTION 6.28 - REPORTING REQUIREMENTS--NOTIFICATION OF SLUG LOAD OR**

**ACCIDENTAL SPILL:** It is the responsibility of all industrial users to telephone and notify the Agency immediately after the incident of any slug load or accidental discharge as required by Section 6.13 of this Ordinance, except in cases where such action may be necessary to terminate the spill or discharge, or to take such action(s) necessary to prevent further damage to the facilities or to protect lives and/or other property. Notification shall include location of discharge, type of waste, duration, concentration and volume, cause of the incident and corrective actions to be taken.

- A. Written Notice: A written follow-up report of the incident shall be filed and signed by the authorized signator of the user with the Agency within five (5) days. The report shall specify and/or include:

1. Description of the accidental spill or slug load, the cause(s) thereof and the accidental spill's or slug load's impact on the user's compliance status.
2. Duration of noncompliance, including exact dates and times of noncompliance, and if the noncompliance continues, the time by which compliance is reasonably expected to occur.
3. All steps taken or to be taken to reduce, eliminate, and prevent recurrence of such accidental spill, slug load, or other conditions of noncompliance.
4. A self critique and evaluation of the user's response and actions for each incident, including if appropriate, an explanation why any action(s) to terminate the spill/discharge or to protect life and property, prevented immediate notification.

Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to Agency facilities, fish kills, or any other damage to person or property; nor shall notification relieve the user of any fines, penalties, or other liability which may be imposed by this Ordinance or other applicable law.

- B. Notice to Employees: Users who are employers shall permanently post a notice on their bulletin board, or other prominent place, advising employees of the user whom to call in the event of such a discharge. The user shall ensure that all employees who may cause or suffer such discharge to occur are advised of the emergency notification procedure.



**SECTION 6.29 - REPORTING REQUIREMENTS--PRIOR NOTIFICATION OF CHANGE IN VOLUME OR CHARACTER OF WASTEWATER:** All users shall promptly notify the Agency in writing (except in emergencies where telephone notification is acceptable) prior to: (1) any new or increased discharge or any change in nature of their discharge which discharge does not meet pretreatment standards or requirements, or has the reasonable potential to cause the Agency to violate its NPDES permit, or to cause problems to the Agency wastewater system; and (2) any substantial change in volume or character of pollutants in their discharge, including listed or characteristic hazardous wastes.

**SECTION 6.30 - NOTIFICATION REQUIREMENTS--BASELINE REPORT:** All Categorical Users, subject to National Categorical Pretreatment Standards, shall submit to the Agency a baseline report within one hundred and eighty (180) days of the effective date of this Ordinance or one hundred and eighty (180) days after final decision on a category determination by EPA or the State, whichever is earlier. The baseline report shall contain the information specified in 40 CFR 403.12(b). The information required for application for a permit under Section 6.19 and/or for modification of a permit under Section 6.25 of this Ordinance may fulfill the requirements of the baseline report. If in submitting information to apply for or modify a permit, the user also intends to fulfill the requirements for the baseline report, the user shall so state.

**SECTION 6.31 - NOTIFICATION REQUIREMENTS--COMPLIANCE REPORT:** Within ninety (90) days following the date for final compliance with applicable pretreatment standards or requirements or, in the case of a new user, following commencement of the introduction of wastewater into Agency facilities, any user subject to pretreatment standards or requirements shall submit to the Agency a report indicating the nature and concentration of all pollutants in the discharge from the regulated process which are limited by pretreatment standards or requirements, the average and maximum daily flow for these process units, and the actual average production rate for these process units. The report shall state whether the applicable pretreatment standards or requirements are being met on a consistent basis and, if not, what additional operational and maintenance changes and/or pretreatment is necessary to bring the user into compliance with the applicable pretreatment standards or requirements. This statement shall be signed by an authorized representative of the industrial user and a certified qualified professional. Filing of this compliance report cannot relieve the user of any fines, civil penalties, or other liability which may be imposed by this Ordinance or other applicable law for failure to meet the applicable pretreatment standards or requirements subsequent to the date for final compliance with such applicable standard.

**SECTION 6.32 - PERIODIC COMPLIANCE REPORTS:** Categorical Users and Significant Industrial Users shall submit a report to the Agency twice a year or more frequently as specified in the permit or permit contract. Other Industrial Users may be required to submit periodic compliance reports depending on the nature of their discharge. Periodic compliance reports shall be submitted within fifteen (15) days of receipt of the laboratory report. The compliance report shall contain such information as may be deemed by the Agency to be necessary to ensure compliance with the provisions of this Ordinance. Compliance reports shall, at a minimum, contain the following:

- A. The nature and concentration of pollutants which are limited by pretreatment standards or requirements, or which are specified in the permit or permit contract for each regulated waste stream.
- B. A record of average daily flow for the reporting period for each regulated waste stream.
- C. Such other wastewater effluent data as the user has obtained since the last compliance report, whether or not that data is specifically required by the user's permit or permit contract.
- D. Methods utilized by the user in collecting the wastewater sample for analysis including, but not limited to, the sampling device(s) used, the sampling period, the amount of each sample collected, sample handling and preservation techniques used, and date of sample delivery to the laboratory for analysis.
- E. In the event a sample from a periodic compliance report indicates that a constituent is in violation of the allowable concentration levels as set forth in the user's permit or permit contract, the user shall inform the Agency within the next business day following the discovery of the violation, repeat the sampling and pollutant analysis for the parameter in violation, and submit in writing the results of this second analysis within thirty (30) days of the discovery of the first violation. The initial sampling and analysis report shall be submitted within fifteen (15) days of the initial sampling date with a cover report setting forth the causes of the violation, the remedial actions taken to date in regard to the violation, and the scheduled additional actions which will be implemented to prevent a reoccurrence.

The Agency may also at any time require a signed statement by the user setting forth management practices and/or material usage practices which have an effect on the nature, volume, and quality of the wastewater discharge and/or which potentially will affect the ability to comply with pretreatment standards requirements.

The Agency may impose mass limitations on users where the imposition of mass limitations are appropriate. In such cases, the report required under subparagraph (A) above shall indicate the mass of pollutants regulated by pretreatment standards or requirements in the effluent of the user. These reports shall contain the results of all sampling and analysis of the discharge including the flow, concentration, and mass of pollutants regulated by the applicable pretreatment standard or requirement. The user shall provide the actual average production rate of the regulated processes during the reporting period.

**SECTION 6.33 - MONITORING REQUIREMENTS:** Any user may be required to provide wastewater sampling and/or monitoring results or to submit to monitoring by the Agency to assist the Agency in establishing the appropriate category of the user and/or to evaluate compliance with the standards and requirements of this Ordinance. All sampling shall be in accordance with 40 CFR 136.

- A. Classification Sampling: All industrial users may be required to sample and analyze their waste stream(s) to determine the appropriate class of the user. Classification sampling shall be at the Agency's request. The number and type of samples and pollutants analyzed shall

be as specified by the Agency in order to adequately characterize the user's wastewater discharge(s).

- B. Baseline Sampling: Categorical Users and Significant Industrial Users shall sample and analyze their regulated waste stream(s) as part of a permit application or modification of a permit as specified in Sections 6.19 and 6.25 of this Ordinance. In addition, all Categorical Users required to submit baseline reports, as specified in Section 6.30 of this Ordinance, shall sample and analyze their regulated waste stream(s) in accordance with the requirements of 40 CFR 403.12(b). Samples shall be analyzed for constituents or characteristics including, but not limited to, those mentioned in Section 6.05 of this Ordinance and/or in applicable State Pretreatment Standards or requirements, or National Pretreatment Standards, or as otherwise required by the Agency.
- C. Initial Compliance Sampling: All Categorical Users and Significant Industrial Users shall sample and analyze their regulated waste stream(s) for the compliance report as specified herein. Samples shall be analyzed for those pollutants regulated in the applicable pretreatment standard or requirement, or as otherwise required by the Agency.
- D. Periodic Compliance Sampling: All Categorical Users and Significant Industrial Users shall sample and analyze their regulated waste stream(s) to evaluate compliance with the user's permit or permit contract. Periodic compliance monitoring shall be conducted at least twice each year unless specified more frequently in the user's permit or permit contract, or in the applicable National Categorical Pretreatment Standard. Samples shall be analyzed for those pollutants regulated in the applicable pretreatment standard or requirement, or as otherwise required by the Agency.
- E. Sampling and Evaluation Program (SEP): Whenever sampling results indicate that the user's regulated waste stream(s) is in violation of any pretreatment standard or requirement, the user shall collect two (2) additional samples to assess the degree of violation. For additional samples, the user need only analyze for the pollutant(s) which were identified in the original violation(s). The user shall provide the Agency with the results from the confirmation sampling within forty-five (45) days of the date the violation was discovered. The Agency shall also collect at least one sample as part of the SEP. If the laboratory results performed during the initial SEP do not qualify the user to be removed from SNC status, the Agency may require the user to repeat the process, initiate formal enforcement, or both.
- F. Other Compliance Sampling: All Categorical and Significant Industrial Users may be required by the Agency to conduct compliance sampling in addition to those described above. This could include, but is not limited to, sampling required by the Agency in an Enforcement Compliance Schedule Agreement.
- G. Agency Sampling: The Agency may collect and analyze samples on its own or request the user to split samples to evaluate compliance with this Ordinance, or the user's permit, or permit contract. The Agency also reserves the right to conduct all sampling and analysis for the user with all costs borne by the user. In the event that data obtained by the Agency differs from data provided by the user, the Agency's data shall be presumed accurate unless and until the user provides substantial evidence otherwise. In the event that the Agency

performs the sampling, whether announced or unannounced, the user may request that the Agency split its samples and provide one of the split samples for the user's independent analysis.

**SECTION 6.34 - SAMPLING PROCEDURES:** All sampling and testing undertaken for the purpose of compliance with the sampling and reporting requirements of this Ordinance shall be undertaken in accordance with 40 CFR 403.12 and 40 CFR 136. Each regulated waste stream shall be sampled and analyzed separately unless the Agency allows the user to sample and analyze the combined waste streams. The methods of obtaining the sample shall be specified by the Agency. As an alternative, a sampling program proposed by the user shall be submitted to the Agency for review prior to initiating said program. The Agency may state special sampling requirements as needed to insure compliance with this Ordinance.

**SECTION 6.35 - ANALYTICAL PROCEDURES:** All samples shall be preserved and analyzed in accordance with the procedures presented in CFR Title 40, Part 136, Guidelines Establishing Test Procedures for the Analysis of Pollutants, or if 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, in accordance with procedures approved by the EPA, Standard Methods for Examination of Water and Wastewater, and/or the Agency. Unless approved otherwise by the Agency, all analyses shall be performed by a laboratory(s) certified by the State for the specific pollutants and matrix to be analyzed.

For each sampling event, the user shall record and maintain the following information necessary for compliance with chain of custody procedures:

- A. The date, exact place, method, and time of sampling, and the signatures of each person who has handled the samples.
- B. Sample preservation used.
- C. The dates analyses were performed.
- D. Who performed the analyses.
- E. The analytical techniques/methods used.

**SECTION 6.36 - SAMPLING RECORDS:** Records of each sampling event including the original laboratory analytical results, shall be maintained a minimum of three (3) years or, if requested, shall be provided to the Agency or as each individual permit requires.

**SECTION 6.37 - MONITORING/SAMPLING FACILITIES:** The Agency may require monitoring facilities to be provided and operated at the user's own expense to allow inspection, sampling, and flow measurement of regulated discharge. Such monitoring facilities may be required to be retrofitted into the existing sewer system in order to bring existing users into compliance with this Ordinance. The monitoring facility shall be accessible to Agency staff at all times and should normally be situated on the user's premises; but the Agency may, when such a location would be impractical or cause undue hardship on the user, allow the facility to be constructed in the

public street or sidewalk area, and located so that it will not be obstructed by landscaping or parked vehicles.

There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user. Any existing plumbing that is incompatible with monitoring equipment shall be modified at the user's expense. Any proposed modification to the existing plumbing shall be approved by the Agency prior to installation.

Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the Agency Design and Construction Standards for Sanitation Facilities and all applicable local construction standards and specifications. Construction of monitoring facilities shall be completed within forty (40) days following written notification by the Agency, unless a time extension is granted or another construction completion date is negotiated and agreed upon by the Agency. The monitoring facility shall be constructed in such a way as to isolate the industrial process wastewater from dilution by domestic wastewater or other processes and to provide a representative sample.

**SECTION 6.38 - SIGNATORY REQUIREMENTS:** All applications, reports, or other information submitted to the Agency must contain the following certification statement:

"I certify under penalty of perjury that this document and all attachments were prepared under my direction or supervision and in accordance with the system designed to insure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person(s) who manages the system, or those directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and/or imprisonment for knowing violations."

This statement shall be signed by an authorized representative of the industrial user as defined in 40 CFR 403.12(l)(1-4).

**SECTION 6.39 - RIGHT OF ENTRY:** The Agency has the right of inspection of the premises of any user to ascertain whether the objectives of this Ordinance are being met and all standards and requirements are being complied with. Persons or occupants of premises where wastewater is generated or discharged, or where hazardous substances or hazardous wastes are present, shall allow the Agency or their representative ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, photographing, analysis, records examination and copying, or collection of other evidence of a violation of this Sanitation Code as may be necessary in the performance of any of their duties. The Agency, or their authorized representative, accompanied by such other representatives of other public agencies as may be appropriate, shall have the right to set-up on the user's property such devices as are necessary to conduct sampling inspection, compliance monitoring, and/or metering operations. Where a user has security measures in force which would require proper identification and

clearance before entry onto their premises, the user shall make necessary arrangements with their security personnel so that upon presentation of suitable identification, personnel from the Agency, along with other authorized representatives, will be permitted to enter, without delay, for the purposes of performing their specific duties and responsibilities.

Such inspection(s) shall be made with the consent of the owner or possessor of such facilities or, if such consent is refused, with a warrant duly issued pursuant to the procedures set forth in Title 13 (commencing with Section 1822.5) of part 3 of the Code of Civil Procedure; provided, however, that in the event of an emergency affecting public health or safety, such inspection may be made without consent or the issuance of a warrant. To the extent that the owner or possessor of the premises requires that a warrant be received, the Agency may, in its discretion, suspend the right to discharge to sanitary facilities immediately and such suspension may continue until such time as a warrant has been received and the inspection has been completed. The suspension shall be lifted if no violation of this Ordinance, or other Agency ordinances or regulations, if applicable, is found. In the event that violation of this Ordinance, or other Agency ordinances or regulations, if applicable, is found, then the suspension may, in the discretion of the Agency, be continued or terminated, or other enforcement remedies may be sought.

The Agency may choose to inspect the facility to determine compliance with all standards set forth in this Ordinance, or other Agency ordinances or regulations, if applicable, and additionally, such inspections may be undertaken to verify the wastewater flows and strengths reported by the discharger.

**SECTION 6.40 - PRETREATMENT FACILITIES:** Users shall provide necessary wastewater treatment as required to comply with this Ordinance and shall achieve compliance with all National Pretreatment Standards within the time limitations as specified by the Federal regulations, or this Ordinance, or the permit, or permit contract, whichever is earliest. Any facilities required to pretreat wastewater to a level acceptable to the Agency shall be provided, operated, and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the Agency for review, and shall be acceptable to the Agency before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the Agency under the provisions of this Ordinance. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to the Agency prior to the user's initiation of the changes.

**SECTION 6.41 - PUBLICATION OF USERS IN SIGNIFICANT NONCOMPLIANCE:** Pursuant to Federal requirements, the Agency shall annually publish in the largest daily newspaper within the jurisdictional boundaries of the Agency a list of the users which were in significant noncompliance with any pretreatment requirements or standards during the twelve (12) previous months. The notification shall also summarize any enforcement actions taken against the user(s) during the same twelve (12) months.

**SECTION 6.42 - RECORDS RETENTION:** All records and reports relating to compliance with pretreatment requirements or standards shall be made available to officials of the EPA, State, and Agency, or their authorized representatives. These records shall be retained for a minimum of three (3) years from the date of the compliance report to which these records are applicable or

three (3) years from the date any investigation or enforcement action undertaken by the Agency, State, or EPA has been concluded, except when there is unresolved litigation regarding the user or the Agency to which such records are relevant, or a request of the General Manager of the Agency for a longer retention, in which cases the records shall be retained until the litigation is concluded (including the expiration of all periods of limitation and of all appeals), or as requested by the General Manager.

**SECTION 6.43 - CONFIDENTIAL INFORMATION:** Information and data on a user obtained from reports, questionnaires, permit applications, permits, monitoring programs, and inspections shall be available to the public or other governmental agency without notification unless the user specifically requests confidentiality and is able to demonstrate to the satisfaction of the Agency that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets of the user.

The portions of such information which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available upon request to other governmental agencies for uses related to this Ordinance, the National Pollutant Discharge Elimination System (NPDES), and/or the pretreatment program. Those portions of the information shall also be available for use by the State or any State agency in judicial review or enforcement proceedings involving the user furnishing the information. Wastewater constituents and characteristics will not be recognized as confidential information.

Information and data requested from a user which the user believes to be proprietary and the release of which to the public would substantially impair the operations of the user, may alternatively be provided to the Agency for its review at the facility of the user rather than provided to the Agency for its keeping, at the discretion of the Agency. The burden will be on the user to demonstrate to the satisfaction of the Agency that such information is proprietary and that this alternative procedure is necessary or appropriate and will not prevent the Agency from properly carrying out the objectives of this Ordinance. Unless those documents claimed as confidential by the user are clearly marked or stamped with the words "confidential - proprietary information," the Agency shall treat all such documents as a matter of public record.

Information received by the Agency as confidential, shall not be transmitted to any person except the Environmental Protection Agency, the State Water Quality Control Board, the Regional Water Quality Control Board and/or any other agency having jurisdiction, until the Agency provides the user in question with a ten (10) day notification.

## ARTICLE VII - ENFORCEMENT

- SECTION 7.01 - ENFORCEMENT MECHANISMS
- SECTION 7.02 - INFORMAL ADMINISTRATIVE ACTIONS
- SECTION 7.03 - ADMINISTRATIVE ORDERS AND COMPLIANCE SCHEDULES
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- SECTION 7.05 - S&E PROGRAM - REVEALING NONCOMPLIANCE
- SECTION 7.06 - CONTINUED NONCOMPLIANCE AFTER S&E PROGRAM OR ECSA
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- SECTION 7.18 - NOTIFICATION PROCEDURES TO THE USER
- SECTION 7.19 - NOTIFICATION PROCEDURES TO AGENCY
- SECTION 7.20 - COSTS
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**SECTION 7.01 - ENFORCEMENT MECHANISMS:** It is the intent of this Enforcement Section to provide adequate mechanisms to achieve a maximum degree of compliance with this Ordinance by all users. These enforcement provisions apply to all classes of users to the extent such user violates any provision of this Ordinance or administrative order of the Agency pursuant to this Ordinance. In order to achieve the maximum degree of compliance desired, the Agency will use a variety of enforcement mechanisms. The enforcement mechanisms set forth range from informal administrative action to a request for criminal prosecution. The Agency may, in its discretion, implement the use of any mechanism or the concurrent use of several mechanisms in order to enforce the provisions of this Ordinance. The enforcement mechanisms provided herein may be cumulative in respect to such other enforcement mechanisms or civil and criminal penalties as may be otherwise available under the laws of the State of California and the United States of America. Nothing in this Ordinance is intended to prevent State and/or Federal regulatory agencies from undertaking enforcement actions as may otherwise be available due to a violation of this Ordinance which also constitutes a violation of Federal or State statutes and regulations, such as: (1) the Clean Water Act (33 U.S.C.A. §1251, *et seq.*); (2) the California Porter-Cologne Water Quality Act (California Water Code § 1 3000, *et seq.*); (3) the California Hazardous Waste Control Law (California Health and Safety Code §25100 - §25250); (4) the Resource Conservation and Recovery Act (42 U.S.C.A. §6901, *et seq.*); and (5) California Government Code §54739 - §54740.6. The referenced State and Federal laws, along with other pertinent laws, provide authority for the Agency's enforcement mechanisms.



The enforcement mechanisms available to the Agency for violations of the provisions of this Ordinance, applicable Agency resolutions, and permit or permit contract provisions include the following:

- A. Informal administrative action (including NOVs and warning notices).
- B. Administrative orders.
- C. Institution of Sampling and Evaluation Programs, Enforcement Compliance Schedule Agreements, and related administrative orders.
- D. Assessment of charges for obstruction or damage to Agency facilities or operations.
- E. Suspension or termination of services.
- F. Administrative complaints for administrative civil penalties.
- G. Civil action.
- H. Criminal action.

**SECTION 7.02 - INFORMAL ADMINISTRATIVE ACTIONS:** Agency staff may, on an informal basis, take action against a discharger for minor violations, or technical or clerical shortcomings of a user or a user's compliance submittals. These informal administrative actions may include informal notices (i.e., telephone calls to the user's representative), Notice of Violation (NOV), and informal meetings or informal warning letters. Such action will not prevent a subsequent or concurrent imposition of other enforcement mechanisms.

**SECTION 7.03 - ADMINISTRATIVE ORDERS AND COMPLIANCE SCHEDULES:** When the General Manager finds that a user has violated the prohibitions or requirements of this Ordinance or the provisions of a wastewater discharge permit or wastewater discharge permit contract, the General Manager may issue an administrative order directed at those users not complying with such prohibitions, limitations, requirements, or provisions to (1) cease to discharge immediately; (2) comply with requirements immediately; or (3) make such changes to their pretreatment facility and procedures immediately as to insure full compliance. The General Manager may take other actions as it deems appropriate, such as installing locking device on manholes or cleanouts, to prevent prohibited or unapproved discharges to the wastewater collection system.

The General Manager may also issue, under the circumstances set forth above, an order containing a compliance schedule or a time schedule setting forth dates by which specific corrective actions must be completed.

**SECTION 7.04 - SAMPLING AND EVALUATION PROGRAM - GROUNDS FOR INSTITUTING:** In addition to those grounds set forth in Section 6.32 (E), grounds for instituting a Sampling and Evaluation (S&E) Program include compliance sampling or Agency sampling indicating a significant noncompliance (SNC). The S&E Program may consist of Agency

sampling of the discharger's wastewater at the first opportunity convenient to the Agency, upon which daily samples may be taken continuously for up to five (5) days, or longer if determined necessary by the General Manager. The Agency or outside laboratory shall analyze these samples for the constituents in violation and provide notice to the discharger in regard to the results of said sampling. Violations occurring during the S&E Program shall constitute additional and subsequent violations under this Ordinance or under any applicable law.

**SECTION 7.05 - S&E PROGRAM - REVEALING NONCOMPLIANCE:** If the S&E Program reveals user noncompliance with the prohibitions or specific pollutant limitations specified in this Ordinance, or in the user's permit or permit contract, the Agency may take any or all of the following actions:

- A. The user may be assessed all costs incurred during the S&E Program for sampling and analysis, including labor, equipment, materials, outside services, and overhead.
- B. The General Manager may place the user on a compliance schedule or undertake another S&E Program. The compliance schedule shall provide for minimum required actions to be undertaken by the discharger to alleviate the violation and a schedule for completion of said actions. The compliance schedule may include interim constituent level maximums. All violations of constituent maximums or other requirements set forth in the compliance schedule, including failure to meet schedule dates, shall constitute violations of this Ordinance and other applicable laws, and each day a discharger fails to meet a schedule date shall constitute a separate violation. Any constituent limit violation during the compliance schedule period shall provide grounds for the institution of an additional S&E Program.
- C. The General Manager may amend an existing permit through an Enforcement Compliance Schedule Agreement (ECSA). This may be done after consultation with the user when the user has shown good faith in trying to comply but requires additional time for construction and/or acquisition of equipment related to pretreatment. The permit may be amended with the ECSA for a period of up to one hundred and eighty (180) days; however, this period may be extended for a period not to exceed an additional one hundred and eighty (180) days upon determination by the General Manager that good cause exists for an additional period. No further extensions shall be granted except upon approval of the Board of Directors.
- D. Any other enforcement mechanism set forth in this Ordinance or other applicable law may be commenced.

**SECTION 7.06 - CONTINUED NONCOMPLIANCE AFTER S&E PROGRAM OR ECSA:** If a discharger remains in noncompliance because corrective action is not taken within forty-five (45) days after completion of an S&E Program or the expiration of an ECSA, an Administrative Order may be issued.

**SECTION 7.07 - ASSESSMENT OF CHARGES FOR OBSTRUCTION OR DAMAGE TO AGENCY FACILITIES OR OPERATIONS:** When a user's discharge, whether due to negligence, accident, spill, or otherwise, causes an obstruction, damage, or any other impairment to the Agency's operation or facilities, the Agency may impose a charge on the user

for the cost to clean or repair the facility, or costs incurred to resume normal operations. An administrative service fee to cover the Agency's administrative costs (equal to 25% of the Agency's direct costs) may be added to these charges. The total amount shall be paid within forty-five (45) days of invoicing by the Agency. If it can be shown that the user's discharge caused or significantly contributed to the Agency violating its discharge requirements, or incurring additional expenses, or suffering loss or damage to the operation or facilities, then the user shall be responsible for any costs or expenses, or a prorated portion of such expenses, including assessments or penalties imposed by other agencies or the court on the Agency.

**SECTION 7.08 - SUSPENSION OF SERVICE:** The General Manager may suspend the wastewater treatment service and/or a wastewater discharge permit or permit contract by issuance of a cease and desist order in accordance with Section 7.03, when the Agency makes the determination that such suspension is necessary. A suspension shall be justified in order to prevent an actual or threatened discharge which presents, or may present the following:

- A. An imminent or substantial endangerment to the health or welfare of individuals or the environment;
- B. The potential to interfere with the treatment plant or other Agency operations; or
- C. The potential to the Agency to violate any condition of its NPDES permit.

Additionally, a permit may be suspended for any of the conditions set forth justifying revocation of permit or termination of permit contract as set forth in Section 7.09. Nothing in this paragraph will limit the rights of the Agency to suspend or terminate service pursuant to specific permit or permit contract conditions which may be more stringent.

Any user notified of a suspension of service and/or the wastewater discharge permit or permit contract shall immediately stop or eliminate the discharge. In the event of a failure of the user to comply voluntarily with the Administrative Order, the Agency shall take such steps as deemed necessary to prevent or minimize damage to the Agency's facilities or endangerment to persons or the environment. The Agency may reinstate the wastewater discharge permit, permit contract, and/or the wastewater treatment service upon proof of the elimination of the non-complying discharge.

**SECTION 7.09 - REVOCATION OF PERMITS/TERMINATION OF PERMIT CONTRACT:**

Any user who violates the following conditions is subject to having its permit revoked or permit contract terminated:

- A. Any user who knowingly gives or provides a false statement, representation, record, report, plan, or other document to the Agency or falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Ordinance.
- B. Failure of a user to factually and completely report the wastewater constituents and characteristics of its discharge.

- C. Failure of the user to report significant changes in operations or wastewater constituents and characteristics.
- D. Refusal of reasonable access to the user's premises for the purpose of inspection or monitoring.
- E. Failure of a user to notify the Agency immediately of an accidental spill and/or slug discharge and/or take appropriate corrective action as required by this Ordinance to prevent a recurrence.
- F. Failure of a user to submit any required report and monitoring information in such time and in such manner as is required by this Ordinance.
- G. Violation(s) of the permit or permit contract requirements or conditions which are considered out of compliance with 40 CFR 403.8 f(1) vii A-H and/or a violation of this Ordinance. Any violation(s) of the discharge standards which are considered significant where a constituent concentration is determined to exceed five (5) times the concentration standard set forth in this Ordinance or any series of three (3) or more violations of the same constituent within a one (1) year period, shall constitute a significant violation.
- H. Failure to pay fees and charges, or penalties established pursuant to separate ordinances established by the Agency.

**SECTION 7.10 - IMMEDIATE TERMINATION OF DISCHARGE:** In the case of an actual or threatened discharge which, in the opinion of the General Manager reasonably appears to:

- A. Present an imminent or substantial endangerment to the health or welfare of persons or the environment;
- B. Interfere with the treatment plant or other Agency operations; or
- C. Cause, or potentially cause, the Agency to violate any conditions of its NPDES permit,

the General Manager may, after reasonably attempting to informally notify the user where time permits, take all necessary steps to halt or prevent such discharge including, but not limited to, plugging or physically disconnecting the user's access to the Agency wastewater system.

**SECTION 7.11 - ADMINISTRATIVE CIVIL PENALTIES:** Pursuant to the authority of California Government Code Sections 54739 to 54740.6, the Agency or Agency staff may issue administrative complaints, conduct administrative hearings, and/or impose civil penalties in accordance with the procedures set forth in these Sections for violation of the Agency's requirements as set forth in this Ordinance.

**SECTION 7.12 - CIVIL ACTION:** The Agency Board may direct Agency counsel, or other special counsel, to bring such civil actions as may be available by law or in equity in any court of competent jurisdiction to enforce the provisions of this Ordinance and to recover such charges,

fees, penalties, and/or damages as may be assessed or may be incurred under the provisions of this Ordinance.

**SECTION 7.13 - INJUNCTION:** Whenever a discharge of wastewater is in violation of the provisions of this Ordinance, the Agency may petition the Superior Court for issuance of a preliminary or permanent injunction, or both, as may be appropriate in restraining the continuance of such discharge.

**SECTION 7.14 - CIVIL ACTION FOR PENALTIES:** Any user who violates any provision of this Ordinance, permit condition, or permit contract condition; or who violates any cease and desist order, prohibition, or effluent limitation, shall be liable civilly for a penalty pursuant to California Government Code Section 54740. Pursuant to the authority of the Clean Water Act, 33 U.S.C.A. Section 1251, et seq., any user committing a violation of any provision of this Ordinance, which is also a violation of a pretreatment standard, effluent standard, or limitation or other applicable provision of the Clean Water Act, shall be liable civilly. Agency counsel, or other special counsel designated by the Board, upon order of the Agency Board, shall institute such actions as may be appropriate in the appropriate court to impose, assess, and recover such sums.

**SECTION 7.15 - OTHER CIVIL ACTIONS:** At any time, whether prior to, during, or after any administrative procedures, the General Manager may require compliance with permit conditions or limitations by issuing Administrative Orders, including cease and desist orders and compliance schedules. Said orders are enforceable in a California court of general jurisdiction. The Board of Directors, however, may directly undertake any court action available at law or equity, including, but not limited to, a civil action for penalties without first seeking an Administrative Order or making use of a compliance schedule; and it may concurrently undertake such administrative and court actions as deemed appropriate.

**SECTION 7.16 - GENERAL CRIMINAL PENALTIES:** Any person who violates any provision of this Ordinance, permit, or permit contract, or who violates any Administrative Order, prohibition, or effluent limitation, is guilty of a misdemeanor. Each day a violation occurs may constitute a new and separate offense, and may subject the violator to an additional full measure of penalties as set forth herein. These penalties shall not limit or reduce any civil penalties for violations of this Ordinance, any permit, or permit contract.

**SECTION 7.17 - FALSIFYING INFORMATION:** Any person who knowingly makes any false statements, representations, or certification in any application, record, report, plan, or other document filed or required to be maintained pursuant to this Ordinance, or wastewater discharge permit, wastewater discharger permit contract; or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Ordinance, shall upon conviction be punished by a fine of not more than one thousand dollars (\$1,000) or imprisonment for not more than thirty (30) days, or both. Each separate act of falsification, tampering, or knowingly rendering inaccurate shall constitute a new and separate offense and shall be subject to the penalties contained herein.

Nothing in this Section is intended to exclude the potential for prosecution under the applicable perjury statutes of the State of California to the extent such falsification was incorporated in a document signed under the penalty of perjury.

**SECTION 7.18 - NOTIFICATION PROCEDURES TO THE USER:** Whenever the Agency finds that any user has violated or is violating the provisions of this Ordinance, a wastewater discharge permit, wastewater discharge permit contract, or any prohibition, limitation, or requirements contained herein, the Agency may serve upon such person a written notice stating the nature of the violation. Within thirty (30) days of the date of this notice, a plan for the satisfactory correction of the violation shall be submitted to the Agency by the user. The Agency may, however, take action without prior notification where the violation warrants immediate action, as set out in Section 7.10.

Whenever the Agency assesses a penalty or other form of enforcement action under the provisions of this Ordinance, the Agency shall serve upon such user a written notice stating the nature of the enforcement action being taken.

**SECTION 7.19 - NOTIFICATION PROCEDURES TO AGENCY:** When a user discovers that it has violated or is violating a provision of the Ordinance, its wastewater discharge permit, its wastewater discharge permit contract, or any prohibition, limitation, or requirement contained therein, including a violation as may be caused by accidental discharge or spill, the user shall immediately notify the Agency upon discovery of such violation. Thereafter, within five (5) days following the accidental discharge or discovery of a violation, the user shall submit to the Agency a detailed, written report describing the accidental discharge or violation, and the measures taken by the user to prevent similar future occurrences. This written report regarding the violation may be included as a part of a periodic compliance report, or other report as may be required under this Ordinance, as long as the written report is provided within the five (5) days of discovery, which notification shall not relieve the user of any expense, penalty, fee, or other liability which may be incurred as a result of the violation.

**SECTION 7.20 - COSTS:** All costs associated with the Agency's undertaking of enforcement actions pursuant to this Ordinance, including attorney's fees for civil actions undertaken, shall be paid by the user. These costs may include but not be limited to the costs for termination of service, reinstatement of service, compliance sampling and analysis, and administrative activities undertaken by the Agency. However, if the user prevails in an appeal to the Board of Directors or a civil action taken to nullify an enforcement action pursued by the Agency under this Ordinance, the user shall not be responsible for the costs incurred by the Agency in pursuing said enforcement action.

**SECTION 7.21 - RESPONDING TO SIGNIFICANT NONCOMPLIANCE:** Any violation of pretreatment standards or requirements (limits, sampling, analysis, reporting and meeting compliance schedules, and regulatory deadlines) shall be an instance of noncompliance for which the industrial user is liable for enforcement, including penalties. The Agency is required to identify violations or patterns of violations by industrial users that are deemed to be instances of significant noncompliance (SNC). To the extent that a violation or pattern of violations is determined to be significant noncompliance, the Agency shall give additional priority to enforcement actions with regard to that industrial user.

Additionally, the determination of significant noncompliance shall be used as the basis for reporting same to the regulatory authorities and publishing of the list of significant non-compliers as is required of the Agency by law.

An industrial user is in significant non-compliance if its violation meets one or more of the following criteria:

- A. Chronic Violations: Chronic violations shall be deemed to be present when sixty-six percent (66%) of the measurements exceed the daily maximum limit or the average limit for the same parameter in a six-month period (any magnitude of exceedence).
- B. Technical Review Criteria (TRC): Violations, defined here as those in which thirty-three percent or more of all of the measurements for each pollutant parameter taken during a six month period equal or exceed the product of the daily maximum limit or the average limit multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil and grease and 1.2 for all other pollutants except pH).
- C. Other Effluent Limit Violations: Any other violation(s) of an effluent limit (average or daily maximum) that the Agency believes has caused, alone or in combination with other discharges, interference (e.g., slug loads) or pass through (including adverse effect on any toxicity testing); or endangered the health of the sewage treatment personnel or the public.
- D. Danger to Human Health or Welfare: This category also includes any discharge of a pollutant that has caused imminent endangerment to human health/welfare or to the environment, and has resulted in the POTW's exercise of its emergency authority to halt or prevent such a discharge.
- E. Violations of Compliance Schedule Milestones: Violations of compliance schedule milestones, contained in any order given to the user by the Agency, including an ECSA for starting and completing construction, attain final compliance within ninety (90) days after any scheduled date.
- F. Failure to Provide Proper Data: Significant noncompliance shall also include failure to provide reports for compliance schedules, self-monitoring data, or categorical standards (baseline monitoring reports, ninety (90) day compliance reports, and periodic reports) within thirty (30) days from the date such reports or other data are due.
- G. Failure to Accurately Report: Significant noncompliance status may also be derived from the failure of a user to accurately and promptly report any noncompliance. Any attempt to circumvent the reporting requirements or otherwise withhold noncompliance data from the Agency shall give rise to SNC status.
- H. Other Violations: SNC status may also result from any other violation or group of violations that the Agency determines may adversely affect its operations, or the accomplishment of the objectives of this Ordinance, including but not limited to an aggravated violation, pattern of noncompliance or other violations as defined in the Agency's Enforcement Response Plan.

## ARTICLE VIII - HEARINGS AND APPEALS

### SECTION 8.01 - AVAILABILITY OF ADMINISTRATIVE APPEAL

### SECTION 8.02 - ADMINISTRATIVE COMPLAINTS, HEARINGS AND APPEALS

**SECTION 8.01 - AVAILABILITY OF ADMINISTRATIVE APPEAL (Reconsideration of Staff Decision, Action, Determination):** Any user, permit applicant, permit or permit contract holder affected by any decision, enforcement action, or determination made by the Agency, interpreting or implementing the provisions of this Ordinance or in any permit or permit contract issued herein, may file with the General Manager a written request for reconsideration of a staff decision, action, or determination within fifteen (15) days of notification of said staff decision, action, or determination, except for Federal categorical pretreatment standards, which under Federal rules are not appealable. The written request for reconsideration shall detail facts supporting the user's request and such facts shall include a statement listing all relevant facts which shall be considered, including such facts as may not have been known or available to the Agency at the date of such action. The General Manager shall render a decision on the request for reconsideration within fifteen (15) days of receipt of the request, unless the General Manager requests additional information from Agency staff or the user. The General Manager shall concur, modify, or rescind the action, decision, or determination previously made. If the ruling on the request for reconsideration made by the General Manager is unacceptable, the user may, within ten (10) days after the date of mailing the notification of the General Manager's determination, file a written letter with the Agency, requesting for appeal to the Agency Board.

A user shall not have a right to an appeal to the Agency Board unless the user has complied with the procedures concerning the request for reconsideration by the General Manager, as set forth above.

When a written request for appeal to the Agency Board has been properly filed with the Agency, the Agency shall schedule the matter to be heard by the Agency Board within forty-five (45) days from the date of the filing of the written request. The Agency Board shall make a ruling on the appeal within fifteen (15) days from the date the hearing is closed unless the Board requests additional information from Agency staff or the user.

**SECTION 8.02 - ADMINISTRATIVE COMPLAINTS, HEARINGS AND APPEALS:** The General Manager shall have the authority to issue administrative complaints pursuant to California Government Code 54740.5. Such complaints shall be processed in accordance with Government Code 54740.5 and 54740.6 and any other applicable laws, if any.



## ARTICLE IX - WASTE HAULER PROGRAM

SECTION 9.01 - PERMISSIBLE WASTE HAULER DISCHARGES

SECTION 9.02 - WASTE HAULER DISCHARGE PERMIT

SECTION 9.03 - SECURITY--CASH DEPOSIT

SECTION 9.04 - MANIFEST PROCEDURES

SECTION 9.05 - FEES FOR DISCHARGE

SECTION 9.06 - REGULATION OF PROCEDURES

SECTION 9.07 - ACCEPTANCE OF GREASE

SECTION 9.08 - SONOMA COUNTY LIMITATION

**SECTION 9.01 - PERMISSIBLE WASTE HAULER DISCHARGES:** The Board finds that it is in the best interest of the citizens of Sonoma County in general, and in the best interests of the health and sanitation of the constituents of the Agency, that the Agency receive certain trucked-in waste at the treatment plant for disposal. It is the intent of the Board that the treatment facility shall only be used for the disposal of waste which are compatible with the treatment plant process and the continued operation of the treatment plant as a non-RCRA or non-hazardous waste disposal facility. Therefore, it is the intent of this Ordinance to prohibit the discharge from waste haulers of any hazardous waste as may be defined by either Federal or State statute and regulation, whichever is more stringent; and, further, to prohibit all such waste as is prohibited within Article 6 of this Ordinance, when such waste is trucked to the Agency and discharged pursuant to the Agency's waste hauler program.

**SECTION 9.02 - WASTE HAULER DISCHARGE PERMIT:** The Agency Board finds that in order to properly administer the discharge of waste to the Agency, a waste hauler discharge permit program is required. Therefore, all persons are prohibited from discharging trucked-in waste at the Agency's treatment facility unless and until such person(s) has complied with all of the requirements of this Article of the Ordinance, and has received a permit for waste discharge.

A. Permit Term: The General Manager or the General Manager's delegated staff shall have the authority to issue waste hauler discharge permits for a period of two (2) years, with such permits being renewable on further application from the permittee for additional two (2) year periods upon favorable review by the General Manager or the General Manager's delegated staff. The Hauler shall apply for permit reissuance a minimum of ninety (90) days prior to the expiration of the Hauler's existing permit.

B. Permit Conditions: The General Manager or General Manager's delegated staff may prescribe such requirements as may be reasonable to ensure the carrying out of the purpose and polices of this Ordinance, as well as the stated purpose of the waste hauler program as set forth herein. The conditions upon which a waste hauler's discharge permit may be issued shall include, but not be limited to, the following:

1. Proof of a Sonoma County Health Department Waste Hauler Registration and Public Health License.
2. Certification that the applicant has not been subject to any substantial enforcement actions relating to public health, waste hauling, and/or hazardous waste handling.

3. Provision of a list with license numbers of each vehicle which hauler proposes to use for discharge of waste at Agency facilities.
  4. Certification that waste hauler has in place, and will maintain, vehicle insurance coverage which insures the hauler and the Agency against claims of personal injury and property damage (said minimum limits and coverage requirements may from time to time be set forth by the Agency).
  5. The furnishing of a cash deposit or other security acceptable to the Agency in an amount set by the Board.
- C. Modification, Denial, Revocation, or Suspension of Permit: The issuance of a waste hauler permit creates a conditional privilege to discharge. It does not create property rights (including real, personal, or intangible personal property rights), nor a vested irrevocable right or privilege. The terms and conditions of the permit may be subject to modification by the Agency during the term of the permit as limitations or requirements are modified or other just cause exists. The hauler shall be informed of any proposed changes in the permit at least thirty (30) days prior to the effective date of change. The conditions under which a wastewater hauler permit may be denied, revoked, or suspended by the Agency include, but are not limited to, the following:
1. Acceptance of the hauled waste would cause or threaten to cause the Agency to violate its National Pollutant Discharge Elimination System (NPDES) permit, Waste Discharge Requirements (WDR's), or the receiving water quality standards or other regulations.
  2. POTW's trucked waste receiving station and/or monitoring systems are unavailable, out of service or incompatible with the trucked waste material.
  3. Substantial enforcement action taken by the Agency or another agency related to public health, waste hauling, and/or hazardous waste handling.
  4. Failure of the waste hauler to comply with Federal, State, or Agency regulations and laws or permit conditions.
  5. Termination of the waste hauler's vehicle insurance or reduction in coverage to a level below that required by the Agency.
  6. Disposal of waste in an unlawful manner, whether within or outside the Agency.
  7. Failure of the waste hauler to comply with the permit, wastewater handling and disposal, and reporting requirements of the Sonoma County Health Services Department.
  8. Knowingly or negligently providing false information on any application, permit, or manifest form.

9. Disposing of any waste load to Agency facilities which originated outside the County.
10. Failure of the waste hauler to pay any fees, charges, or penalties assessed by the Agency.
11. Expiration, revocation, or suspension of Sonoma County Health Services Department Waste Hauler Registration or Public Health license.
12. Failure to deposit or maintain the required cash deposit.

**SECTION 9.03 - SECURITY--CASH DEPOSIT:** The Board finds that in order to ensure compliance of each waste hauler with the provisions of this Ordinance, and to further ensure payment of fees and charges for the discharge of trucked-in waste, a cash deposit, or other security acceptable to the Agency, shall be required of each permittee. The cash deposit shall be in an amount of one thousand dollars (\$1,000.00). However, if the General Manager determines the cash deposit should be increased in order to protect the interest of the Agency based on the nature of the current operations of a permittee or the prior history of compliance with the waste hauler program requirements, then the General Manager may increase such cash deposit or security to an amount sufficient to protect the interests of the Agency. The security amount shall not exceed five thousand dollars (\$5,000) without prior Board approval of said security amount. All security cash deposits shall be returned to hauler upon termination of permit, less any amounts used by Agency to cover costs necessary to correct permittee's non-compliance with this Ordinance, and provided there are no outstanding permit violations and hauler has complied with this Ordinance and all permit conditions. In the case of such violations or non-compliance, the remainder of any security cash deposit shall be returned once such violations or non-compliance have been corrected. Waste hauler shall remain independently liable for any permit violations or non-compliance with this Ordinance regardless of whether a security deposit is provided, withheld, or returned.

- A. Time of Payment: The cash deposit or acceptable security shall be posted prior to the issuance of the permit. To the extent the Agency draws on such cash deposit or security for costs, fees, payments, or penalties, as authorized hereunder, the permittee shall deposit with the Agency such additional funds as may be required to bring their cash deposit or security up to the total amount required under the permit prior to the continued discharge of waste. If the permittee fails to maintain a sufficient deposit with the Agency to meet its permit conditions, the Agency may suspend the permit (and permission to discharge) until such time as a sufficient deposit or security has been tendered and accepted.
- B. Forfeiture of Deposit: All or a portion of the cash deposit or acceptable security may be forfeited to the Agency if any of the following actions occur:

1. The permittee knowingly provides false information on any application, permit, or manifest form.
2. The permittee discharges a non-domestic waste which does not comply with this Ordinance, including the provisions of any established, technically-based local limits, and the general and specific prohibitions contained herein.
3. Permittee disposes of a waste in an unlawful manner in any location within the Agency's service area.
4. A permittee becomes delinquent in making payment of applicable charges and fees for discharge of waste.
5. A permittee otherwise fails to comply with provisions contained in this Ordinance.

**SECTION 9.04 - MANIFEST PROCEDURES:** Any waste hauler who is discharging at a Agency facility shall be required to comply with the manifesting requirements set forth by Agency staff. Each discharger shall be required to provide a manifest document which shall indicate the source of all waste contained within the waste load to be discharged. The Agency may promulgate such other requirements with regard to manifesting as are in the determination of the Agency necessary to properly carry out the objectives of this Ordinance and the intent of the waste hauler program.

**SECTION 9.05 - FEES FOR DISCHARGE:** The Board may, by separate ordinance, from time to time set fees for the services provided the waste hauler with regard to discharge of trucked-in waste. The fees shall include, but not be limited to, fees to reimburse the Agency for the disposal and treatment costs of the discharge, and such other fees as may be required to reimburse the Agency for the administrative costs of processing the permits, administering the waste hauler program, operating septage discharge facilities, conducting laboratory analysis, and enforcing the provisions of this program. In order to equitably distribute the costs of operating the POTW, a surcharge fee may be imposed. Such fees will cover abnormal costs associated with treatment of high strength conventional pollutants and high flows. A separate ordinance will establish rates and conditions of surcharge fees.

**SECTION 9.06 - REGULATION OF PROCEDURES:** The Agency shall adopt such procedures as may be appropriate for the implementation of the waste hauler program. These procedures may include, but not be limited to, regulation of the times for discharge, designated discharge location, the amounts of discharge, and manner of discharge. The procedures may also include requirements such as laboratory testing of samples of the waste prior to discharge and procedures for reporting of the ultimate disposal location for waste which are not accepted at an Agency facility due to being rejected on the basis of a sampling analysis of its constituents.

**SECTION 9.07 - ACCEPTANCE OF GREASE:** No grease shall be allowed to be hauled in or discharged into any Agency facility.

**SECTION 9.08 - SONOMA COUNTY LIMITATION:** The Agency Board finds that it is not in the best interest of the Agency to accept trucked waste from locations which are not within Sonoma

County. Therefore, the Board finds that the Agency shall only accept trucked-in waste pursuant to the provisions set forth herein and procedures established by the General Manager or the General Manager's delegated staff for trucked waste to the extent such waste is produced within, or emanates from, locations within Sonoma County.

## ARTICLE X - GREASE, OIL, AND SAND INTERCEPTOR PROGRAM

SECTION 10.01 - GREASE TRAPS AND OIL AND SAND INTERCEPTORS

SECTION 10.02 - ADMINISTRATION OF INTERCEPTOR PROGRAM

SECTION 10.03 - ENFORCEMENT

**SECTION 10.01 - GREASE TRAPS AND OIL AND SAND INTERCEPTORS:** All non-domestic users, including restaurants, gas stations, and auto repair establishments with floor drains located in service areas and auto or vehicle washing facilities, shall be required to install and maintain a grease, oil, and sand interceptor at the user's own expense when the General Manager finds that it is necessary for the proper handling of (a) liquid waste containing grease, (b) flammable wastes, (c) sand, or (d) other harmful constituents which may be properly eliminated from the sewerage system by use of an interceptor or trap. An interceptor is not required for a building used solely for residential purposes so long as there exists no common food preparation facility. An interceptor shall be required when the wastewater flow from the building is anticipated to contain grease, flammable substances, sand, or other harmful ingredients in amounts or concentrations which, in the discretion of the Agency, present the possibility of causing or contributing to the fouling of, or the blockage of, or other damage to the Agency sewerage system.

Proper sizing, selection, and installation of grease traps and interceptors shall be in accordance with the most recent Uniform Plumbing Code. The minimum size requirement for grease traps shall be 35 gallons per minute/70 pound capacity. Oil and sand interceptors shall be situated on the user's premises and shall be so located as to be readily and easily accessible for cleaning and inspection. A sampling box or other appropriate sampling structure as specified by the Agency, shall be installed and located immediately downstream of the user's oil and sand interceptor. Buildings remodeled for use requiring interceptors shall also be subject to these regulations.

Wastewater discharges from fixtures and equipment in the above-mentioned types of establishments which may contain grease, oil, sand, or other objectionable materials, including, but not limited to, scullery sinks, pot and pan sinks, dishwashers, food waste disposals, soup kettles, and floor drains located in areas where such objectionable materials may exist, may be drained into the sanitary waste through grease traps and oil and sand interceptors where approved by the General Manager or the General Manager's delegated staff; provided, however, that toilets, urinals, washbasins, and other fixtures containing fecal materials shall not flow through the grease trap or interceptor. Toxic substances concentrations in excess of Ordinance limits shall not be discharged into grease traps and interceptors.

Grease traps and oil and sand interceptors shall be maintained by the user in efficient operating condition by periodic removal of the accumulated grease, oil, or sand. Grease and oil interceptors shall be cleaned by a licensed and permitted waste hauler on a periodic basis as determined by the Agency so as to assure that the interceptor will operate as designed at all times. The use of chemicals, enzymes or additives to dissolve grease or oil is specifically prohibited. No such accumulated grease, oil, or sand shall be introduced into any drainage piping or public or private sewer.

Abandoned oil and sand interceptors shall be emptied and filled with suitable material as determined by the General Manager, the General Manager's delegated staff, or the County of Sonoma Environmental Health Department.

**SECTION 10.02 - ADMINISTRATION OF INTERCEPTOR PROGRAM:** The Agency shall administer an interceptor program which is intended to prevent grease, sand, flammable liquids, and other substances which are likely to block or create a hazard within the sewerage system from entering the system through use of interceptors or traps. The Agency may require any non-domestic user to install an interceptor or trap according to the guidelines set forth in the Agency's Standard Specifications or other program, prior to connection to the Agency; or at any time after connection to the Agency if the Agency discovers or determines subsequent to the connection that the building, facility, or operation of that user produces a waste with characteristics that would require installation of a trap or interceptor pursuant to this Ordinance. The installation of a proper interceptor or trap device shall be the responsibility of the parcel owner and the entity which applies for the connection or industrial user permit, and the owner/proprietor of the business or entity whose operations cause or contribute to the necessity for an interceptor or traps. The Agency shall determine whether a grease trap, grease interceptor, or other interceptor is required on a case-by-case basis based on an evaluation of objective criteria including, but not limited to, factors such as those listed hereunder:

- A. The type of facility (restaurant, bakery, cheese factory, yogurt shop, gas station, lube facility, etc.).
- B. The volume of the user's business or operation (such as number of meals served, number of seats, hours of operation).
- C. Size and nature of facilities (including kitchen facilities) based on size, type, number of fixtures, and type of processing or cooking equipment used.
- D. The type of service provided or operation undertaken (such as dine-in meal service versus carry-out meal service).
- E. The type of foods or other materials used in the cooking, processing, or manufacturing operations carried on within the user's facility.
- F. The overall potential for grease-laden, flammable, or sand-laden discharges.
- G. The existence of devices, procedures, or processes which are designed to minimize the amount of grease, sand, oil, or other flammable liquids from entering the sewer system.

The design, location, and procedures for operation of a required interceptor or trap shall be approved by the Agency. Such approval shall be obtained prior to the users connection of the facility to the Agency's sewerage system, in the event of new construction or remodeling. In instances where a user has already connected and the Agency determines that an interceptor or trap must be installed, the user shall promptly provide for the installation of the interceptor or trap within a reasonable time frame (as may be set by the Agency), including providing such design plans and operational plans as may be required. The installation of an interceptor or trap as

required by this Ordinance on an existing user facility shall occur within reasonable time not to exceed one hundred (100) days after the user has been provided notice of the requirement that an interceptor or trap be installed. This 100-day limit may only be extended by written agreement of the Agency. Any users who are required to install or have in operation an interceptor or trap pursuant to this Ordinance, shall be required to have a written plan of operation or program for their facility which is intended to insure that the interceptor or trap operates as designed to prevent grease, oil, sand, or other harmful constituents from entering the sewerage system. These procedures may include adoption of kitchen practices to minimize the grease-laden garbage which ultimately enters the facility's drains and floor traps and/or other such procedures as may be required for the proper operation of the interceptors.

**SECTION 10.03 - ENFORCEMENT:** Failure of any user who is required to maintain an interceptor or trap pursuant to this Ordinance and/or pursuant to lawful Agency direction, shall be subject to each of the enforcement provisions set forth in this Ordinance. The enforcement provisions of this Ordinance shall also apply to the failure to instruct personnel, or to maintain, pump, and/or institute a proper grease or flammable substance reduction program.



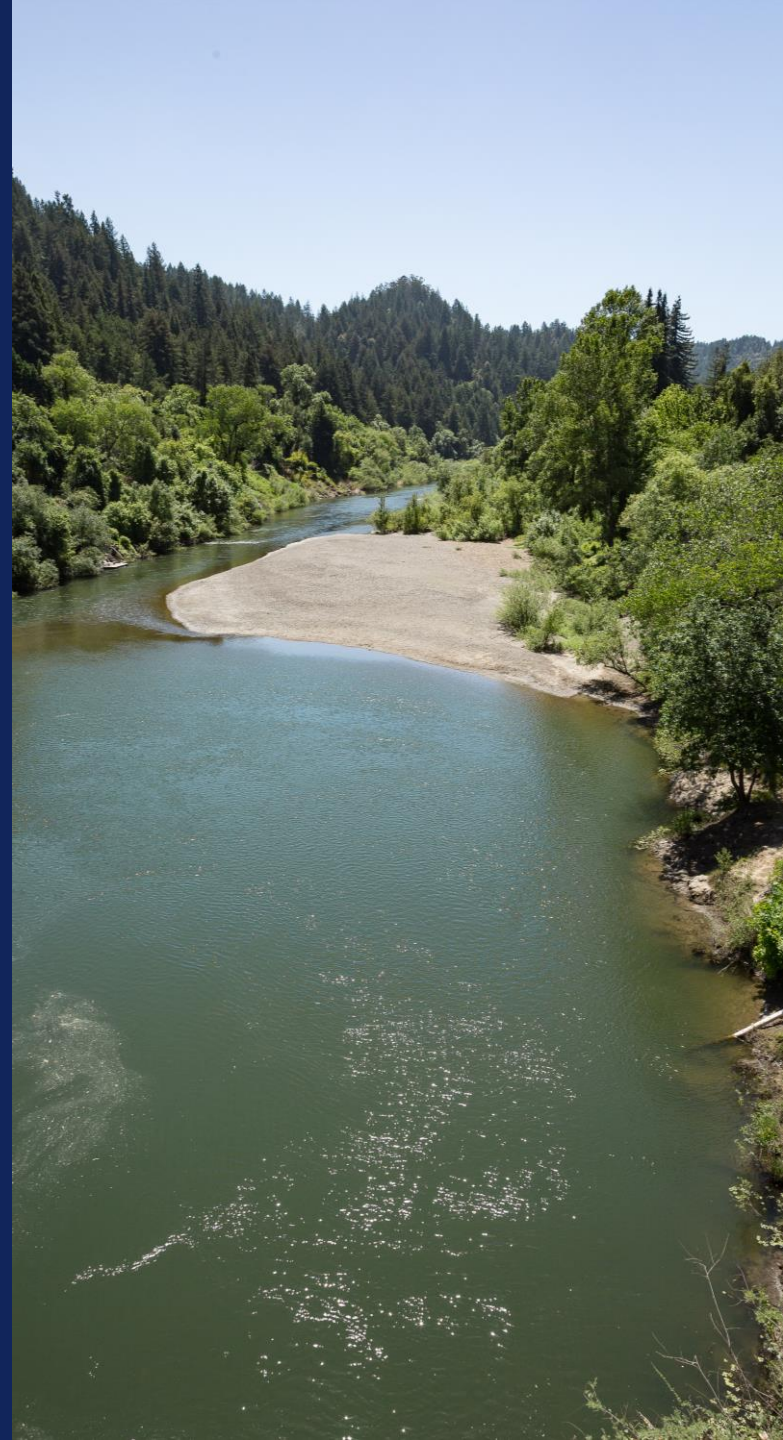


# Sonoma Water

Clean. Reliable. Essential. Every day.

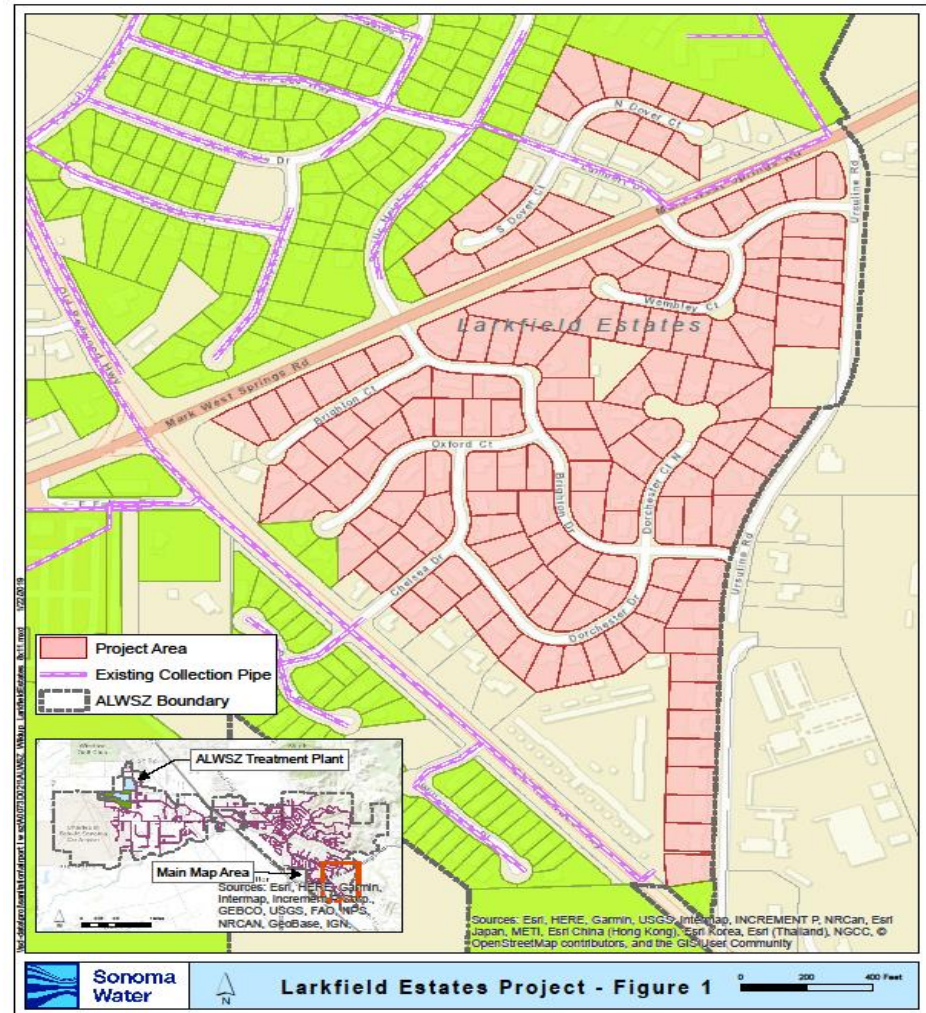
## Larkfield Estates Sewer Project

Mike Thompson  
Assistant General Manager



# Airport/Larkfield/Wikiup Sanitation Zone Larkfield Estates Sewer Project

- Tubbs Fire impacted neighborhood within existing Airport/Larkfield/Wikiup Sanitation Zone (ALWSZ) service area that is currently connected to septic systems
- Property owners inquired about sewer service availability
- Sewer service provides additional rebuilding options for property owners



# Sonoma Water's Goals

For properties impacted by the Sonoma Complex Fires in ALWSZ sewer service area:

- Make sewer service available
- Make sewer service **voluntary**
- Provide program to ease financial burden of sewer connection



# Financing Program

- **Commitment Letter**

Property Owner must sign by May 1, 2019

- **Connection Fee Loan**

20-year, 2% interest (assumable) loan starting at the time of connection to the sewer

- **Construction Fee Loan**

30-year loan, 2.5% interest (assumable); 10-year grace period without principle or interest

- Property Owner can choose not to participate



# Project Timeline

- **June 5, 2018**
  - Direction from Board of Directors
- **Summer 2018**
  - Engineering firm begins design
  - Water Agency develops ordinance to implement financing program
- **May 1, 2019**
  - Estimated timeframe for property owner to op-in
- **Summer 2020**
  - Estimated Project Completion



# Recommended Actions

- A) Approve Larkfield Estates Collection System Project.
- B) Authorize the General Manager to execute agreements to acquire the property rights needed for construction of Larkfield Estates Collection System Project.
- C) Authorize the General Manager to offer to reimburse owners up to \$5,000 for an independent appraisal.
- D) Adopt a Resolution Introducing, Reading the Title of, and Waiving Further Reading of an Ordinance, amending sections 3.29 and 3.30 of the Sanitation Code.
- E) Adopt a Resolution Authorizing the Financing Program for sewer construction costs and sewer connection fees for the Project.
- F) Approve financing documents for the Financing Program.
- G) Authorize the General Manager to execute agreements with each applicant within the Project area who commit to connect to the collection system, thereby providing a 30-year sewer construction cost loan for an amount up to the pro-rata share of the design and construction costs.
- H) Authorize the General Manager to execute agreements with each applicant within the Project area providing a 20-year loan to finance the sewer Connection Fees for Persons Displaced by the Sonoma Complex Fires.
- I) Approve the Commitment Letter and set date for commitments to be received in order to participate in the Financing Program.



Mike Thompson  
Assistant General Manager



**Sonoma  
Water**



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 21**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** February 5, 2019

**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:** Fee Waiver

### **Recommended Actions:**

Approve fee waiver in the amount of \$4636 for permit and health fees for the Forestville Youth Park's annual parade and fundraiser, to be held on June 1 & 2, 2019. (Fifth District)

### **Executive Summary:**

The Forestville Youth Park is the only privately run park in the State. 59 years ago, local volunteers founded the park and it is operated solely by volunteers and with no taxpayer funds. The Youth Park serves as the only public athletic fields for a huge geographic area encompassing the entire West County area. Little League and soccer groups from as far away as Jenner, Cazadero, and Bodega Bay rely on the youth park for their sport activities, and are able to waive fees for underprivileged families as a result.

A park of similar size would cost the County of Sonoma approximately \$110,000 per year to operate. The volunteer Board of Directors runs their entire operation on a budget of just over \$50,000. This event is their most critical means to raise the money required to sustain the park.

### **Discussion:**

### **Prior Board Actions:**

Previously approved on 03-13-2018, 03-07-2017 and 03-01-2016

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



<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested	4636		
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies	4636		
<b>Total Sources</b>	<b>4636</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
Fee Waiver application. History Sheet.			
<b>Related Items "On File" with the Clerk of the Board:</b>			
None.			

SUBMIT TO:  
 Board of Supervisors  
 575 Administration Dr, Ste 100A  
 Santa Rosa, CA 95403

**COUNTY OF SONOMA**

For Board of Supervisors Use Only

**Fee Waiver/Board Sponsorship Request Form**

1. Contact information for individual requesting fee waiver/sponsorship:

Name: Patti Baxman  
First Middle Last

Mailing Address: 2510 Woolsey Rd Windsor CA 95492  
Number, Street, Apt/Suite City State Zip

Phone: ( 707 ) 575 - 3484 Email: anguspb@aol.com  
Area Code, Number

2. Name of Community Based Organization, Non-Profit, or Government Agency for which fee waiver/sponsorship is requested:

Name: Forestville Youth Park

Mailing Address: 2510 Woolsey Rd Windsor CA 95492  
Number, Street, Apt/Suite City State Zip

Phone: ( 707 ) 575 - 3484 Email: anguspb@aol.com  
Area Code, Number

3. Please indicate by check mark the supervisory district in which the organization or agency submitting this request is located, where the project/activity/event will be held, and the district office to whom you would like to submit this request:

Board Member and District	Susan Gorin District 1	David Rabbitt District 2	Shirlee Zane District 3	James Gore District 4	Lynda Hopkins District 5
Entity or organization location (select all that apply)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Project/activity/event location (select all that apply)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
District office to receive request (select only one)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4. Type of Community Based Organization, Non-profit, or Government Agency for which the fee waiver/sponsorship is requested:

City                       Special District                       Other Local Government  
 School                       Non-profit or CBO

Other (please specify): \_\_\_\_\_

5. Please provide a description of the project/activity/event for which a fee waiver/sponsorship is being requested on a separate sheet of paper. Please include the number of individuals who will participate or be served, etc.

6. Please indicate if this is a one-time or annual event:                       One Time                       Annual

7. Type and amount of fee waiver/sponsorship requested. Please list all County fees you are requesting be waived/sponsored in conjunction with this project/activity/event. Please attach a copy of an estimate or receipt from the County Department or Veteran's Building Operator documenting the amount of each fee you are requesting be waived/sponsored.

Department Assessing Fee	Type of Fee	Amount of Fee
PMDR	Encroachment Parade	\$632.00
PMDR	Project Review Specialist	\$216.00
PMDR	Event Permit	\$876.00
SCEH	Environimental Health (Food)	\$2,912.00

8. If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below:

Date of Fee Waiver	Department Assessing Fee	Type of Fee	Amount of Fee
3 / 17 / 2018	PMDR/SCEH	Special Event	\$4,636.00
3 / 07 / 2017	PMDR/SCEH	Special Event	\$5,273.00
3 / 01 / 2016	PMDR/SCEH	Special Event	\$4,834.00
3 / 20 / 2015	PMDR/SCEH	Special Event	\$4,347.00

9. Does the organization or agency for which the fee waiver/sponsorship is requested receive funding from any of the following sources? If so, please specify:

- Property Tax
  Sales Tax
  Special Assessment  
 User Fees

Other (please specify): \_\_\_\_\_

10. If you checked any of the boxes in number 9 above, please provide an explanation and supporting documentation regarding the inability of the organization or agency to pay the fees which you are requesting be waived/sponsored. Please attach to this form and submit with your request.
11. Will the organization or agency be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver/sponsorship? If so, please provide an explanation detailing why the fees to be waived/sponsored cannot be recovered through the entry fee. Please attach to this form and submit with your request.

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Board Member Forestville Youth Park  
 Title

\_\_\_\_\_  
 1 / 16 / 2019  
 Date

Board of Supervisors:

The dates for the Forestville Youth Park BBQ this year is June 1 & 2, 2019.

Here is a brief history of our park. As far as we know we are the only community owned park this side of the Rockies.

As the largest non-profit park that serves youth West of the Rockies over the past 59 years we have operated for the community by the community through donations.

Every year we serve thousands of youth through our programs with little league, soccer, 4-H, FFA, Boy Scouts. We offer our park and its facilities free of charge to any youth focused organization that needs a place to play and help our youth grow into the next generation of leaders who will serve our park, the community and the world as a whole. We also serve as a meeting place for our seniors in the community.

We thank you for your continued support for our Youth Park. Without your support we would not be able to offer a family priced community BBQ/Carnival event.

Thank you again.....

Patti Baxman

Forestville Youth Park Board Member/Chairperson of event



## *ESTABLISHED IN 1960*

Developed by Forestville Park Development, Inc.

A Nonprofit Corporation

Submitted by Frank L. Anderson 1989 –

In February 1960, a small group of Forestville citizens met as a Cub Scout Committee to finalize plans for the Annual Cub Scout Carnival held each year on the Forestville Elementary School grounds. This meeting was at the home of Mr. and



*The Good Ol' Days*

Mr. Tolley, 1.5 miles south of town on Gravenstein Highway. At the conclusion of the meeting the group's discussion strayed into the concerns and needs for some type of facility in the community that

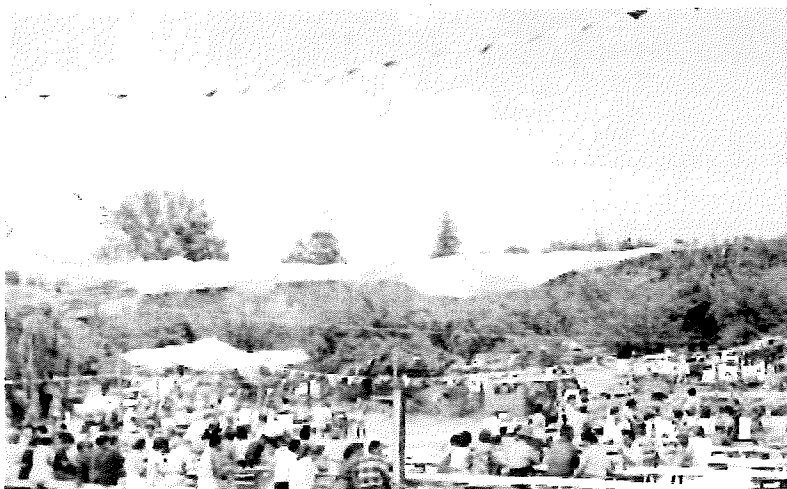
could serve as a center for all the youth and youth groups in the Forestville area.

From that small beginning the inspiration and enthusiasm began to grow. To keep it rolling the group met again about two weeks later at the home of Mr. and Mrs. Martin Lorenzo to further explore the possibility. The spirit picked up momentum and at the close of that meeting we decided we would meet again to: (1) choose a name for the organization, (2) find a permanent meeting place, (3) agree on a method of raising funds, and (4) to later determine just what kind of youth facility might be within our reach as an outcome of our success in fund raising.

The phones began to ring as we spread the word throughout the community and gossip circles. We rallied as many of the town's community-minded citizens to the cause as we could reach, and invited them to attend the next meeting.

In early March 1960, we met at the old Firehouse. We were unaware at the time that it was to become our meeting headquarters for several years to come. Seventeen people attended that night and chose the name "Forestville Youth Betterment Association" for the new organization name. It was decided that Robert's Rules of Order would prevail in conducting all meetings. "Andy" Anderson was asked to serve as chairman. That meeting has always been referred to as our first organizational meeting.

### Forestville Youth Betterment Association



The first panel of Officers for the Forestville Youth Betterment Association was elected that night from the group of 17 that attended. We now had a president, vice-president, secretary and



1965 BBQ

treasurer. Everyone in attendance kicked in \$1.00, and our first bank account for \$17.00 was opened.

One of the decisions reached that night was that the fund raising event would be a chicken BBQ and carnival. It would be held on Memorial weekend Sunday, May 29, 1960. Now we needed to find a suitable location.

During the following three weeks we fanned out to find a location and finally accepted Mr. Paul Speer's generous offer to let us use his 1.5 acre sheep pasture on Mirabel Road, and we are still there today.

During the months of April and May, 1960, with only nine weeks to go, we promptly began to get ready for the big day. We tore out fences, started disking up the ground, dragged logs behind tractors to smooth the ground, graded out an entrance and exit from the highway for one-way traffic flow and we often held work party sessions at night after work until the wee hours of the morning and on weekends.

© 2018 Forestville Youth Park | [Website Hosting Donated](#) by Boylan Point Agency



Forestville Youth Park is a 501(c)(3) non-profit organization. All donations are tax deductible. Federal Tax ID number 94-6270781 PO BOX 357 | Forestville, CA 95436







## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 21a**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** February 5, 2019

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

Supervisor David Rabbitt, (707) 565-2241

**Supervisorial District(s):**

Countywide

**Title:** Letter of recommendation for the appointment of Dr. Caryl Hart to the California State Coastal Conservancy

### **Recommended Actions:**

Authorize the Chairman of the Board of Supervisors to submit a letter of recommendation to Governor Gavin Newsom for the appointment of Dr. Caryl Hart to fill a vacancy on the California State Coastal Conservancy.

### **Executive Summary:**

This action requests a letter to Governor Gavin Newsom on behalf of the Board of Supervisors supporting the application of former Sonoma County Regional Parks Director Dr. Caryl Hart to fill a vacancy on the California State Coastal Conservancy. Dr. Hart's academic background and unparalleled record of environmental leadership will benefit the Coastal Conservancy and its stakeholders, both inside and outside of Sonoma County.

### **Discussion:**

The Coastal Conservancy is a State agency established in 1976 to protect and improve natural lands and waterways, help people access and enjoy the outdoors, and sustain local economies along the length of California's coast and around San Francisco Bay. The Conservancy is non-regulatory agency that supports projects to protect coastal resources and increase opportunities for the public to enjoy the coast.

Dr. Hart served from 2010 through 2017 as the County's Regional Parks Director. Her exceptional record of representing public interests through her many years of community engagement, both inside and outside of her role in County government, is exemplary. Dr. Hart's 13 years on the California State Parks Commission, her participation on the Parks Forward Commission, her 25 years of experience in parks and open space management, and her leadership in climate change adaptation have benefitted Sonoma County residents as she applied her considerable expertise to reinventing Sonoma County's Regional Parks Department.

Dr. Hart earned an undergraduate degree at Cornell University, a law degree at the University of San Francisco and finally, a Doctorate in Environmental Science, Public Policy and Management from the University of California at Berkeley. Dr. Hart possesses a rare combination of academic and professional distinction, an incomparable personal network, and tireless passion for natural resource protection that will serve the County well should she join the Coastal Conservancy Governing Board.

**Prior Board Actions:**

None.

**Strategic Plan Alignment**      Goal 4: Civic Services and Engagement

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			

**Narrative Explanation of Fiscal Impacts:**

None

**Staffing Impacts**

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

<b>Narrative Explanation of Staffing Impacts (If Required):</b>
None
<b>Attachments:</b>
Letter of Recommendation
<b>Related Items "On File" with the Clerk of the Board:</b>
None

COUNTY OF SONOMA  
BOARD OF SUPERVISORS

575 ADMINISTRATION DRIVE, RM. 100A  
SANTA ROSA, CALIFORNIA 95403

(707) 565-2241  
FAX (707) 565-3778



MEMBERS OF THE BOARD

DAVID RABBITT  
CHAIR

SUSAN GORIN  
VICE CHAIR

SHIRLEE ZANE

JAMES GORE

LYNDA HOPKINS

February 5, 2019

The Honorable Gavin Newsom  
Governor of the State of California  
Attention: Appointments, Coastal Conservancy  
c/o State Capitol, Suite 1173  
Sacramento, CA 95814

Re: California State Coastal Conservancy Appointment

Dear Governor Newsom:

We write in enthusiastic support of the appointment of Dr. Caryl Hart to the Coastal Conservancy Governing Board. Dr. Hart served for six and a half years as Sonoma County Regional Parks Director and we have witnessed firsthand her exceptional record of representing public interests through her many years of community engagement, both inside and outside of her role in County government.

Dr. Hart has made remarkable progress and fulfilled goals to expand and transform our County parks system to a sustainable and profitable model. Park visitation doubled during Dr. Hart's tenure, a result of her introduction of both an innovative membership program and new models for public access. Further, Dr. Hart opened up 12 new parks, most notably, without a change in staffing levels. Dr. Hart has brought an entrepreneurial approach to the public sector, always in pursuit of funding partnerships to supplement her budget. Her success in this regard has inspired other County departments to be more entrepreneurial as well.

Dr. Hart's 13 years on the State Parks Commission, her participation on the Parks Forward Commission, her 25 years of experience in parks and open space management, and her leadership in climate change adaptation have benefitted Sonoma County residents as she applies her considerable expertise to reinventing Sonoma County's Regional Parks Department.

Dr. Hart possesses a rare combination of academic and professional distinction, an unparalleled personal network, tireless passion for natural resource protection and a finely-tuned instinct for fundraising. In her years of service, Dr. Hart has worked devotedly on issues affecting the environment, with a particular emphasis on public land.

Following an early career as an attorney and Public Defender, Dr. Hart earned a PhD from UC Berkeley School of Natural Resources, where she continues to serve on the School's Advisory Committee. Among other Board and Committees that Dr. Hart sits on, she shares her time and expertise with Save the Redwoods League, serving on the Council that elects the organization's Board of Directors.

We know Dr. Hart to be a strong proponent of the relationship between environmental health and human well-being. As the Founder of LandPaths, a non-profit that facilitates community engagement in land restoration, environmental education and increased public access to preserved lands, Dr. Hart has for many years played an integral role in fostering an environmental ethic across diverse populations.

Most recently, Dr. Hart led the campaign to win voter approval for a sales tax to support Sonoma County Regional Parks. The initiative gained 73% of the vote, and will provide 10 years of funding for our Regional Parks system. We consider her effort to secure this dedicated source of funding nothing short of heroic.

In closing, Dr. Hart is well suited to this appointment and there is no one more prepared to represent the interests of the public on the Board of Directors of the Coastal Conservancy. She is forward looking, thoughtful and decisive in her work for regional solutions to the challenges that face California's coast. We wholeheartedly support Dr. Hart for this appointment.

Sincerely,

David Rabbitt, Chairman  
Sonoma County Board of Supervisors

**BOARD OF SUPERVISORS**  
**AGENDA ADDENDUM**

**FEBRUARY 5, 2019**

**THE FOLLOWING ITEM IS BEING ADDED TO THE CONSENT CALENDAR:**

- 21a. Letter of recommendation for the appointment of Dr. Caryl Hart to the California State Coastal Conservancy:  
Authorize the Chairman of the Board of Supervisors to submit a letter of recommendation to Governor Gavin Newsom for the appointment of Dr. Caryl Hart to fill a vacancy on the California State Coastal Conservancy.

**THE FOLLOWING ITEMS ARE BEING REMOVED FROM THE CONSENT CALENDAR:**

**COUNTY COUNSEL/ COUNTY ADMINISTRATOR**

11. California Public Utilities Commission Proceedings:
- A) Authorize the County Counsel to execute a legal services agreement with Goodin, MacBride, Squeri & Day, LLP to provide legal advice and representation in California Public Utilities Commission proceedings involving wildfire management and mitigation and related matters up to a not-to-exceed amount of \$150,000.
  - B) Adopt a resolution authorizing a budgetary adjustment to the 2018-2019 Final Budget to transfer appropriation from General Fund Contingencies in the amount of \$150,000 to the County Administrator Office of Recovery & Resiliency budget for the legal services agreement and \$50,000 to County Counsel budget for related County Counsel services.
- (4/5th Vote Required)

**HEALTH SERVICES**

13. Contracting for Behavioral Health Services:  
Receive update on redesign of the mental health delivery system and approve contracting out of behavioral health services to network providers.

**REGIONAL PARKS**

16. Spud Point Marina Fuel Piping Replacement – Award Bid:
- A) Approve the specifications, plans, and forms for the construction of the Spud Point Marina Above-Ground Fuel Piping Replacement Project
  - B) Award the bid for construction for the Spud Point Marina Above-Ground Fuel Piping Replacement Project to enhance visitor amenities and replace aging infrastructure, to Balch Petroleum & Builders, Inc. in the amount of \$492,000, and authorize the Chair of the Board to execute the contract.
  - C) Adopt a resolution authorizing the transfer of \$200,000 from the General Fund Deferred Maintenance Fund to supplement project funding to be repaid from the Spud Point Enterprise Fund over a period of five fiscal years.
- (4/5<sup>th</sup> Vote Required)(Fifth District)

**THE FOLLOWING ITEM IS BEING REMOVED FROM THE REGULAR  
CALENDAR:**

**GENERAL SERVICES**

34. Campus Parking Changes and Replacement Parking Improvements:  
Consider multiple recommendations relating to parking on the County Government Center campus in order to provide sufficient parking for employees and the public as a result of displacement due to construction of the new State Courthouse.
- A) Authorize General Services Director to take all necessary steps to proceed with parking solutions including creating new spaces on the Mendocino Lot (P26) , Net Fleet Lot (P28), reconditioning the current Probation SAC and Regional Parks' yards, realigning County Center Drive with added street parking, and implementing an assigned parking program.
  - B) Authorize the General Services Director to identify and return to the Board with potential real estate lease(s) to facilitate relocation of the Probation SAC and Regional Parks yard.
  - C) Adopt a resolution authorizing the budgetary transfer of Fleet Accumulated Outlay funds in the amount of \$161,664 to proceed with the cleanup of the Probation SAC and Regional Park's yard to allow for Fleet Motor Pool parking.
  - D) Adopt a resolution authorizing the budgetary transfer of General Fund contingencies in the amount of \$494,259 to proceed with the capital projects needed to expand parking on campus.
- (4/5th Vote Required)

**THE FOLLOWING ITEMS ARE BEING ADDED TO THE CLOSED SESSION  
CALENDAR:**

- 31a. The Board of Supervisors and the Board of Directors of the Community Development Commission will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – *Vannucci v. County of Sonoma*, 18-cv-01955-VC (N.D. Cal.) (Government Code Section 54956.9(d)(1).)
- 31b. The Board of Supervisors and the Board of Directors of the Community Development Commission will consider the following in closed session: Conference with Legal Counsel -- Significant Exposure to Litigation (Government Code Section 54956.9 d(2).)



County of Sonoma  
Permit & Resource Management Department

## ***Sonoma County Board of Zoning Adjustments***

### ***ACTIONS***

Permit Sonoma  
2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

Date: January 24, 2019  
Meeting No.: 19-01

#### **ROLL CALL**

Dick Fogg  
Todd Tamura  
Komron Shahhosseini  
Ariel Kelley  
John Lowry, Chair

#### **STAFF MEMBERS**

Jennifer Barrett  
Mark Franceschi  
Derik Michaelson  
Arielle Kohn, Secretary  
Jennifer Klein, Deputy County Counsel

**1:00 PM** Call to order and Pledge of Allegiance.

**Minutes Approved** – Board of Zoning Adjustments – December 13, 2018 and Combined Planning Commission and Board of Zoning Adjustments – December 20, 2018

#### **Correspondence**

**Planning Commission/Board of Zoning Adjustments/Board of Supervisors Actions**

**Commissioner Announcements/Disclosures**

**Public Appearances**

**Items scheduled on the agenda**



## BOARD OF ZONING ADJUSTMENTS REGULAR CALENDAR

Item No.: 1  
Time: 1:05 pm  
File: ORD17-0008  
Appellant: Chris and Jeanie Baker  
Owner: Chris and Jeanie Baker  
Cont. from: November 15, 2018  
Staff: Mark Franceschi  
Env. Doc: N/A

Proposal: Recommend that the Board of Zoning Adjustments approve the appeal of the determination that the current use of the property is not a legal, non-conforming use and find that the use of the property for a livestock feed yard/lot and livestock transport yard to be a legal, non-conforming use on the subject parcel.

Location: 650 Pepper Rd, Petaluma  
APN: 113-173-047  
District: 2  
Zoning: DA B6 10 acre density

Action: **Commissioner Tamura** motioned to approve the appeal of the determination that the current use of the property is not a legal, non-conforming use and find that the use of the property for a livestock feed yard/lot and livestock transport yard to be a legal, non-conforming use on the subject parcel. Seconded by **Commissioner Shahhosseini** and passed with a 5-0 vote.

Appeal Deadline: ten days  
Resolution No.: 19-001

### Vote:

Commissioner Fogg	Aye
Commissioner Tamura	Aye
Commissioner Shahhosseini	Aye
Commissioner Kelley	Aye
Commissioner Lowry	Aye

Ayes: 5  
Noes: 0  
Absent: 0  
Abstain: 0  
Abstain:

Item No.: 2  
Time: 1:30 pm  
File: ZPE15-0654  
Appellant: Cheryl and Jack Hoey  
Owner: Craig Lichty and Lisa Kilday  
Cont. from: N/A  
Staff: Derik Michaelson  
Env. Doc: Categorically exempt per section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA).

Proposal: Appeal of a zoning permit allowing a legal nonconforming guest house for hosted rental use on a 1.05 acre parcel in the Mission Oaks neighborhood located off Highway 12 near Aqua Caliente.

Sonoma County Board of Zoning Adjustments Actions

Date: January 24, 2019

Page 3

Location: 16690 Mission Way, Sonoma  
APN: 056-562-004  
District: 1  
Zoning: RR B6 2 X (Rural Residential, 2-acre density); Vacation Rental  
Exclusion Zone

Action: **Commissioner Fogg** motioned to deny the appeal. Seconded by **Commissioner Kelley**  
and passed with a 5-0 vote.

Appeal Deadline: ten days

Resolution No.: 19-002

**Vote:**

Commissioner Fogg Aye

Commissioner Tamura Aye

Commissioner Shahhosseini Aye

Commissioner Kelley Aye

Commissioner Lowry Aye

Ayes: 5

Noes: 0

Absent: 0

Abstain: 0